

1 KATHY J. HUANG (SBN 240677)
kathy.huang@alston.com
2 RACHEL E. K. LOWE (SBN 246361)
rachel.lowe@alston.com
3 SAMANTHA K. BURDICK (SBN 329952)
sam.burdick@alston.com
4 **ALSTON & BIRD LLP**
5 333 S. Hope Street, 16th Floor
6 Los Angeles, California 90071
7 Telephone: (213) 576-1000
Facsimile: (213) 576-1100

8 Attorneys for Defendants,
LIBERTY MEDIA CORPORATION;
9 FORMULA ONE GROUP; and FORMULA
ONE DIGITAL MEDIA LIMITED
10

11 **UNITED STATES DISTRICT COURT**
12 **SOUTHERN DISTRICT OF CALIFORNIA**

13 TREVOR DAVENPORT, on behalf of
14 himself and all others similarly situated and
aggrieved,

15 Plaintiff,

16 v.
17

18 LIBERTY MEDIA CORPORATION, a
Delaware corporation; FORMULA ONE
19 GROUP; FORMULA ONE DIGITAL
MEDIA LIMITED; and DOES 1 to 50,
20 inclusive

21 Defendants.
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26
27
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Case No. **'23CV0475 LAB MSB**

State Case No.: 37-2022-00044468-CU-
MC-CTL

**DEFENDANTS LIBERTY MEDIA
CORPORATION, FORMULA ONE
GROUP, AND FORMULA ONE
DIGITAL MEDIA LIMITED'S
NOTICE OF REMOVAL**

Filing Date: November 3, 2022

TO THE CLERK OF THE UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA:

PLEASE TAKE NOTICE that Defendants Liberty Media Corporation, Formula One Group, and Formula One Digital Media Limited (“Defendants”) hereby remove the above-captioned case, entitled *Trevor Davenport v. Liberty Media Corporation, et al.*, originally filed in the Superior Court of the State of California, County of San Diego and assigned Case No. 37-2022-00044468-CU-MC-CTL (the “State Court Action”) to this Court under 28 U.S.C. §§ 1332, 1446, and 1453, as amended in relevant part by the Class Action Fairness Act of 2005 (“CAFA”). The grounds for removal are set out below:

I. BACKGROUND

1. On November 3, 2022, Plaintiff Trevor Davenport (“Plaintiff”) filed the State Court Action, alleging putative class action claims for (1) violation of the California unfair competition law, Business & Professions Code §§ 17200, *et seq.*; (2) violation of the California false advertising law, Business & Professions Code §§ 17500, *et seq.*; (3) violation of the California Consumers Legal Remedies Act, Civil Code §§ 1750, *et seq.*; (4) conversion; and (5) unjust enrichment. On behalf of a putative class of California purchasers, Plaintiff alleged that Defendants’ TV streaming service subscriptions “fail to provide clear and conspicuous disclosures mandated by California law and fail to provide a clear mechanism by which consumers may cancel their subscriptions.” Ex. A to this Notice of Removal (Complaint, ¶ 3). On March 14, 2023, Defendants accepted service of the Summons and Complaint by email. Decl. of Kathy Huang (“Huang Decl.”) ¶ 2.

Defendants deny that there are plausible allegations that a reasonable consumer is misled by the conduct alleged in the Complaint. At this time, however, the relevant inquiry is whether this Court has jurisdiction over this matter, which it plainly does pursuant to CAFA.

1 **II. THIS COURT HAS JURISDICTION UNDER CAFA**

2 Defendants remove the State Court Action pursuant to CAFA, codified under 28
 3 U.S.C. § 1332, subsection (d). In his Complaint, Plaintiff seeks to represent a California
 4 class and alleges facts supporting that the CAFA requirements for federal jurisdiction
 5 have been met. Though filed in state court, Plaintiff’s Complaint alleges facts sufficient
 6 to support that this Court has subject matter jurisdiction of this action pursuant to 28
 7 U.S.C. Section 1332 of the Class Action Fairness Act of 2005. Signed into law on
 8 February 18, 2005, CAFA significantly expanded federal subject matter and removal
 9 jurisdiction over class actions. CAFA vests federal courts with original jurisdiction for
 10 class actions where the parties are minimally diverse and the amount in controversy
 11 exceeds \$5,000,000. 28 U.S.C. § 1332(d).

12 CAFA’s requirements are satisfied here.

13 **A. Class Action.**

14 The State Court Action is a class action as defined by CAFA. According to
 15 CAFA:

16 [T]he term “class action” means any civil action filed under rule 23 of the
 17 Federal Rules of Civil Procedure or similar State statute or rule of judicial
 18 procedure authorizing an action to be brought by 1 or more representative
 persons as a class action. . . .

19 28 U.S.C. § 1332(d)(1)(B).

20 Plaintiff brings claims on behalf of himself and a proposed class of “[a]ll persons
 21 in California who, within the applicable statute of limitations period, purchased
 22 Defendants’ subscription service for F1 TV and were charged a fee to renew their
 23 subscription.” Ex. A. (Complaint, ¶ 49). The State Court Action therefore meets the
 24 definition of a “class action” under CAFA.

25 **B. Removal Under CAFA.**

26 CAFA provides that a class action brought against a non-governmental entity
 27 may be removed if: (1) the number of proposed class members is not less than 100 (28
 28 U.S.C. § 1332(d)(5)(B)); (2) any member of the proposed plaintiff class is a citizen of

1 a state different from any defendant (*id.* at (d)(2)); and (3) the aggregate amount in
 2 controversy exceeds \$5 million, excluding interests and costs. *Id.*; *see also* § 28 U.S.C.
 3 § 1453(b). Each of these requirements are met here.

4 **1. The Number of Proposed Class Members Is At Least 100.**

5 This requirement is satisfied because Plaintiff alleges that there are “at least 100
 6 [class] members.” Ex. A (Complaint, ¶ 54).

7 **2. Diversity of Citizenship Under CAFA.**

8 “[U]nder CAFA, complete diversity is not required; ‘minimal diversity’
 9 suffices.” *Serrano v. 1800 Connect, Inc.*, 478 F.3d 1018, 1021 (9th Cir. 2007).
 10 “Minimal diversity” is met when “any member of a class of plaintiffs is a citizen of a
 11 State different from any defendant.” 28 U.S.C. § 1332(d)(2)(A).

12 The parties are minimally diverse. Plaintiff alleges that he is a citizen of
 13 California (Ex. A, Complaint, ¶ 10) and that Defendants are citizens of other states or,
 14 in the case of one defendant, the U.K. No defendant is alleged to be a citizen of
 15 California.

16 A corporation is a citizen of “every State . . . by which it has been incorporated
 17 and of the State . . . where it has its principal place of business.” 28 U.S.C. § 1332(c)(1);
 18 *The Hertz Corp. v. Friend*, 559 U.S. 77, 92–93 (2010) (for diversity jurisdiction,
 19 “principal place of business” refers to the “nerve center” of the corporation which is
 20 where “a corporation’s officers direct, control, and coordinate the corporation’s
 21 activities”).

22 First, Plaintiff specifically alleges that Defendant Liberty Media Corporation “is
 23 a Delaware corporation[.]” *Id.* ¶ 11. Liberty Media Corporation’s principal place of
 24 business is in Colorado. *See* Huang Decl. ¶ 3, Ex. 1.

25 Second, Plaintiff alleges that Defendant Formula One Group is “a wholly owned
 26 subsidiary of Defendant Liberty Media Corporation.” Ex. A ¶ 12; *see* Huang Decl. ¶ 5.
 27 Formula One Group refers to a tracking stock. It is not a corporate entity. Huang Decl.
 28 ¶ 4.

1 Third and finally, Defendant Formula One Digital Media Limited is alleged to
 2 “also [be] owned by Defendant Liberty Media Corporation” and is a private limited
 3 company incorporated in England and headquartered in London, England. Ex. A
 4 (Complaint, ¶ 13); *see* Huang Decl. ¶ 5, Ex. 2.

5 Because at least one member of the proposed class “is a citizen of a State different
 6 from . . . [D]efendant” (28 U.S.C. § 1332(d)(2)(A)), CAFA’s diversity of citizenship
 7 requirement is satisfied. Moreover, the exceptions listed in 28 U.S.C. § 1332(d)(4)(A)–
 8 (B) do not apply, because no defendant is a citizen of California.

9 **3. Amount in Controversy.**

10 CAFA’s third requirement—that the aggregate amount in controversy, exclusive
 11 of interest and costs, exceeds \$5 million—is also satisfied. 28 U.S.C. § 1332(d)(2).
 12 Although Defendants maintain that the allegations in the Complaint lack merit and that
 13 Defendants have not injured Plaintiff or any putative class member, the alleged
 14 amount in controversy here exceeds \$5 million.

15 As the Supreme Court has explained, a removing defendant need only *plausibly*
 16 *allege* that the amount in controversy exceeds CAFA’s threshold: “[A]s specified
 17 in §1446(a), a defendant’s notice of removal need include only a plausible allegation
 18 that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee*
 19 *Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 89, 135 S.Ct. 547, 554, 190 L.Ed.2d
 20 495, 504 (2014); *see also Coleman-Anacleto v. Samsung Elecs. Am., Inc.*, No. 16-CV-
 21 02941-LHK, 2016 U.S. Dist. LEXIS 123455, at *13 (N.D. Cal. Sep. 12, 2016) (“The
 22 ultimate inquiry is what amount is put ‘in controversy’ by the plaintiff’s Complaint, not
 23 what a defendant will actually owe.”) (citations omitted); *Nguyen v. Ericsson, Inc.*, 2018
 24 WL 2836076 (N.D. Cal. June 11, 2018).

25 Plaintiff’s allegations demonstrate that the amount in controversy is satisfied.
 26 Specifically, Plaintiff defines the putative class as “[a]ll persons in California who,
 27 within the applicable statute of limitations period, purchased Defendants’ subscription
 28 service for F1 TV and were charged a fee to renew their subscription.” (Ex. A,

1 Complaint, ¶ 49). He further alleges that “Formula 1 is one of the most watched sports
 2 in the world, averaging 1.4 million viewers per race” (Ex. A, Complaint, ¶ 2), with 23
 3 races in 21 countries across five continents” each year. Ex. A (Complaint, ¶ 1). Plaintiff
 4 claims that the cost of this streaming service is “\$9.99 per month for ‘F1 TV Pro’ or
 5 \$2.99 per month for ‘F1 TV Access’” or “annual charges . . . [of] \$79.99 and \$26.99,
 6 respectively.” Ex. A (Complaint, ¶ 3). For his FAL claim, Plaintiff also seeks
 7 “restitution of **all amounts** that Defendant charged for any membership during the four
 8 years preceding the filing of [the] Complaint. Ex. A (Complaint, ¶ 47) (emphasis
 9 added). For his UCL claim, Plaintiff seeks “restitution of **all amounts** received” in
 10 connection with the alleged unfair competition.

11 Per these allegations, Plaintiff seeks a full refund of all subscription fees. Over
 12 the four-year statutory period preceding the filing of the lawsuit to date, California
 13 residents have spent over \$5 million on F1 TV subscriptions, thereby satisfying the
 14 minimum amount in controversy.

15 Further, the above analysis does not include attorney’s fees, which Plaintiff seeks
 16 (Ex. A, Complaint, Prayer for Relief ¶¶ 4, 8) and which must be included in the amount
 17 in controversy. *Fritsch v. Swift Transp. Co. of Ariz., LLC*, 899 F.3d 785, 794 (9th Cir.
 18 2018) (where “the law entitles [a putative class plaintiff] to an award of attorneys’ fees if
 19 he is successful, such future attorneys’ fees are at stake in the litigation, and must be
 20 included in the amount in controversy”). Assuming for the sake of this removal only
 21 that this Court were to apply a 25% common fund benchmark if Plaintiff were somehow
 22 successful, Plaintiff’s attorney’s fees would increase the amount in controversy to well
 23 over the threshold \$5 million. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir.
 24 1998) (“This circuit has established 25% of the common fund as a benchmark award
 25 for attorney fees.”).

26 Finally, Plaintiff seeks injunctive relief for the alleged violation of the CLRA.
 27 Ex. A, ¶ 82. Any injunctive relief—whether in the form of a marketing change or other
 28 consumer notice procedure—for all TV subscription services sold to consumers

1 throughout California would be a costly endeavor, estimated in the hundreds of
2 thousands of dollars, if not more.

3 The alleged amount at issue in Plaintiff's Complaint plainly exceeds the
4 jurisdictional minimum under CAFA.

5 **III. DEFENDANTS TIMELY FILED THEIR NOTICE OF REMOVAL AND**
6 **SATISFIED ALL PROCEDURAL REQUIREMENTS**

7 **A. This Notice of Removal is Timely Filed.**

8 This notice of removal is timely pursuant to 28 U.S.C. §§ 1446(b) and 1453(b),
9 because it is filed within thirty days after service of the Complaint on Defendants. Here,
10 Defendants accepted service of the Complaint via email on March 14, 2023. Huang
11 Decl. ¶ 2. Therefore, this Notice of Removal, filed within 30 days of service—is timely
12 filed under 28 U.S.C. § 1446(b).

13 **B. Defendant Has Satisfied all Procedural Requirements.**

14 Venue is proper. Plaintiff filed this action in the Superior Court of the State of
15 California, County of San Diego. Accordingly, this action is properly removed to this
16 Court, which embraces San Diego County within its jurisdiction. 28 U.S.C. §§ 1441(a),
17 1446(a).

18 Additionally, Defendants are the only defendants that Plaintiff has served. The
19 Doe Defendants have not been named or served and therefore do not need to consent to
20 removal. *See Soliman v. Philip Morris, Inc.*, 311 F.3d 966, 971 (9th Cir. 2002).

21 Finally, Defendants provided proper notice. Section 1446(a) requires a removing
22 party to provide this Court with a copy of all “process, pleadings and orders” served on
23 it in the State Court Action. True and correct copies of these documents, which are
24 attached to this removal, are listed below:

- 25 • Complaint (Exhibit A)
- 26 • Summons to Defendant & Civil Cover Sheet (Exhibit B)
- 27 • Other materials relating to case management conference (Exhibit C)

1 Pursuant to 28 U.S.C. §1446, subsection (d), Defendants are filing a copy of the
2 Notice of Removal with the Clerk of San Diego County Superior Court and serving
3 Plaintiff with the same. A copy of the Notice to the Superior Court (which we are
4 serving on Plaintiff), without exhibits, is attached hereto as Exhibit D.

5 **IV. CONCLUSION**

6 Plaintiff's allegations demonstrate that CAFA's requirements have been met,
7 including that (1) the proposed class contains at least 100 members, (2) Plaintiff and
8 each of the proposed California class members are citizens of a state different than
9 Defendants' states of citizenship and no other CAFA exceptions apply, (3) the aggregate
10 amount in controversy exceeds \$5 million, and (4) the procedural requirements under
11 28 U.S.C. § 1446 are met. For these reasons, this action is properly removed to this
12 Court.

13
14 DATED: March 15, 2023 **ALSTON & BIRD LLP**

15
16 By: /s/ Kathy J. Huang
17 Kathy J. Huang
18 Rachel E. K. Lowe
19 Samantha K. Burdick
20 Attorneys for Defendants,
21 LIBERTY MEDIA CORPORATION;
22 FORMULA ONE GROUP; and FORMULA
23 ONE DIGITAL MEDIA LIMITED
24
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27
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EXHIBIT A

CROSNER LEGAL, P.C.

Michael R. Crosner (SBN 41299)
Zachary M. Crosner (SBN 272295)
Chad A. Saunders (SBN 257810)
Craig W. Straub (SBN 249032)
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (310) 496-5818
Fax: (310) 510-6429
mike@crosnerlegal.com
zach@crosnerlegal.com
chad@crosnerlegal.com
craig@crosnerlegal.com

Attorneys for Plaintiff

[Additional Counsel Appear on Signature Page]

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Superior Court of California,
County of San Diego

11/03/2022 at 10:21:18 PM

Clerk of the Superior Court
By Gabriel Lopez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

TREVOR DAVENPORT, on behalf of
himself and all others similarly situated and
aggrieved,

Plaintiff,

v.

LIBERTY MEDIA CORPORATION, a
Delaware corporation; FORMULA ONE
GROUP; FORMULA ONE DIGITAL
MEDIA LIMITED; and DOES 1 to 50,
inclusive,

Defendants.

Case No.: 37-2022-00044468-CU-MC-CTL

CLASS ACTION COMPLAINT

- 1) VIOLATION OF THE CALIFORNIA
UNFAIR COMPETITION LAW [Bus. &
Prof. Code §§ 17200, *et seq.*]
- 2) VIOLATION OF THE CALIFORNIA
FALSE ADVERTISING LAW [Bus. &
Prof. Code §§ 17500, *et seq.*]
- 3) VIOLATION OF THE CALIFORNIA
CONSUMERS LEGAL REMEDIES ACT
[Civ. Code §§ 1750, *et seq.*]
- 4) CONVERSION
- 5) UNJUST ENRICHMENT

JURY TRIAL DEMANDED

1 Plaintiff Trevor Davenport (“Plaintiff”), individually, and on behalf of all others similarly
 2 situated, upon personal knowledge of the facts pertaining to himself and on information and belief
 3 as to all other matters, by and through undersigned counsel, hereby brings this class action complaint
 4 against Defendants Liberty Media Corporation, Formula One Group, and Formula One Digital
 5 Media Limited (“Defendants” of “Formula One”) and alleges as follows:

6 **INTRODUCTION**

7 1. Defendants offer an online streaming program called “F1 Live and On-Demand”
 8 which allows their customers to stream the popular international series of auto races called “Formula
 9 One” or “F1.” Formula 1 is the highest class of international auto racing for open-wheel single-
 10 seater formula racing cars and is sanctioned by the Fédération Internationale de l'Automobile
 11 (“FIA”). The Formula One World Championship is an annual, approximately nine-month-long,
 12 motor race-based competition in which teams compete for the Constructors’ Championship and
 13 drivers compete for the Drivers’ Championship. Formula 1 racing began in 1950 and is the world’s
 14 most prestigious motor racing competition, as well as the world’s most popular annual sporting
 15 series: “The 2022 FIA Formula One World Championship™ runs from March to November and
 16 spans 23 races in 21 countries across five continents.”¹

17 2. Formula 1 is one of the most watched sports in the world, averaging 1.4 million
 18 viewers per race. Defendants capitalize on the sport’s popularity by offering a TV streaming
 19 subscription service which allows customers to watch “Every F1 race live and on demand. With
 20 exclusive access to on-board cameras, team radio and live timing.” Unbeknownst to consumers, this
 21 service is automatically renewed, charging their bank accounts and credit/debit cards without their
 22 knowledge or consent.

23 3. After a customer is convinced to purchase a month of Defendants’ F1 TV streaming
 24 service, customers are unwittingly enrolled in Defendants’ F1 TV streaming service that
 25 automatically renews either monthly or yearly. Defendants thereafter post charges to the consumer’s
 26 credit or debit card in the amount of \$9.99 per month for “F1 TV Pro” or \$2.99 per month for “F1
 27

28 ¹ <https://www.libertymedia.com/tracking-stocks/formula-one-group> (last visited July 27, 2022).

1 TV Access.” The annual charges for these services are \$79.99 and \$26.99, respectively. The problem
2 with Defendants’ business practices is they fail to provide clear and conspicuous disclosures
3 mandated by California law and fail to provide a clear mechanism by which consumers may cancel
4 their subscriptions.

5 4. Defendants have availed themselves of the highly profitable subscription economy.
6 Subscription services were estimated be worth \$650 billion in 2020 alone and are anticipated to
7 drastically increase as more companies avail themselves of the marketing strategy. In fact, federal
8 regulators are investigating ways to make it harder for companies like Defendants to trap consumers
9 in auto-renewal subscriptions. However, the subscription business has outpaced the federal
10 regulations that police it.

11 5. Plaintiff alleges that Defendants violate California law in connection with an illegal
12 automatically renewing F1 TV streaming service. Defendants enroll consumers in a subscription
13 service without providing the “clear and conspicuous” disclosures mandated by California law, and
14 post charges to consumers’ credit or debit cards for purported subscription charges without first
15 obtaining the consumers’ affirmative consent to an agreement containing the requisite clear and
16 conspicuous disclosures. Furthermore, Defendants fail to provide an easy and efficient mechanism
17 for customers to cancel the subscription service before its automatic renewal. Defendants also make
18 it difficult and confusing to cancel their subscription, often resulting in failed cancellations and
19 repeated subscription charges.

20 6. This course of conduct violates the California Automatic Renewal Law (Bus. & Prof.
21 Code §§ 17600, *et seq.*) (“ARL”), the Consumers Legal Remedies Act (Civ. Code §§ 1750, *et seq.*)
22 (“CLRA”), the Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*) (“UCL”), False
23 Advertising Law (Bus. & Prof. Code §§ 17500, *et seq.*) (“FAL”), and California common law. As a
24 direct result of this conduct, Plaintiff and all those similarly situated customers (the “Class
25 Members”) suffered economic injury in the loss of money paid for a F1 TV streaming service
26 subscription. As such, Plaintiff brings this class action on behalf of himself and all similarly situated
27 Class Members seeking declaratory relief, injunctive relief, equitable relief (including, but not
28 limited to, restitution), damages, and reasonable attorneys’ fees and costs.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this matter under Cal. Code Civ. P. § 410.10 and Article VI, Section 10 of the California Constitution. because this case is not given by statute to other trial courts. This action is brought as a class action on behalf of Plaintiff and all Class Members pursuant to Cal. Code Civ. Proc. § 382.

8. This This Court has personal jurisdiction over Defendants because during all relevant times, Defendants conducted sufficient business in, and had sufficient contacts with, and intentionally availed themselves of the laws and markets of California, including San Diego County, as to render exercise of jurisdiction by California courts permissible. Defendants have marketed, promoted, distributed, and sold the F1 TV streaming subscription at issue in California, including in San Diego County.

9. Venue is proper in San Diego, California pursuant to Cal Code Civ. P. § 1780(d) because Defendants transact business in this County.

THE PARTIES

10. Plaintiff Trevor Davenport is a citizen of and resides in the State of California. On or about December 2021, Plaintiff Davenport downloaded Defendants' F1 TV application via Fire Stick on his smart TV. He then created an account and purchased one month of F1 TV Pro. During the enrollment process, but before he purchased Defendants' streaming service, Mr. Davenport provided his personal credit card/debit card information directly to Defendants. At the time Mr. Davenport purchased the F1 TV streaming service, Defendants did not disclose to Mr. Davenport the required automatic renewal offer terms associated with the subscription program or obtain Mr. Davenport's affirmative consent to those terms. After Mr. Davenport completed his initial order, Defendants sent him an email that failed to provide Mr. Davenport with the complete automatic renewal terms that applied to Defendants' offer, a description of Defendants' full cancellation policy, or information regarding how to easily cancel the subscription. Mr. Davenport did not receive any other acknowledgment that contained the required information. After he first signed up for the F1 TV streaming service, Defendants automatically renewed his subscription and charged Mr. Davenport's credit card. Approximately one month after his initial purchase, Mr. Davenport

1 discovered that Defendants enrolled him in an automatically renewing monthly subscription service
 2 when he noticed a new monthly charge to his credit card/debit card. Mr. Davenport was surprised
 3 to see the recurring charge. After looking through the phone application downloaded on his personal
 4 phone, Mr. Davenport was eventually able to cancel his subscription in or around March 2022. Had
 5 Defendants complied with the ARL, Mr. Davenport would not have agreed to sign up for and
 6 purchase the F1 TV streaming service had he known at the time of purchase that it was a subscription
 7 that would be automatically renewed each month at a cost of approximately \$9.99. Alternatively, he
 8 would have cancelled his subscription prior to the expiration of the initial subscription period so as
 9 to avoid being charged any renewal fee. Accordingly, Plaintiff Davenport has suffered injury in fact
 10 and lost money or property as a result of Defendants' misconduct as alleged herein.

11 11. Defendant Liberty Media Corporation is a publicly-traded Delaware corporation that,
 12 at all relevant times, was authorized to do business within the State of California and is doing
 13 business in the State of California.

14 12. Defendant Formula One Group is a wholly owned subsidiary of Defendant Liberty
 15 Media Corporation. Liberty Media Corporation acquired Formula One for \$8.0 billion as of January
 16 23, 2017.²

17 13. Defendant Formula One Digital Media Limited is part of Formula One Group and is
 18 also owned by Defendant Liberty Media Corporation. Formula One Digital Media Limited operates
 19 the website found at <https://www.formula1.com/en/subscribe-to-f1-tv.html>.³ As described below,
 20 this is the website on which consumers subscribe to the Formula One streaming service complained
 21 of herein.

22 14. The true names and capacities of the DOE Defendants sued herein as DOES 1
 23 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue each such Defendant
 24 by said fictitious names. Each of the Defendants designated herein as a DOE is legally responsible
 25 for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to
 26

27 ² <https://www.libertymedia.com/about/company-history> (last visited July 27, 2022).

28 ³ <https://account.formula1.com/#/en/terms-of-use> ("Access to and use of the Site is provided by Formula One Digital Media Limited...") (last visited July 27, 2022).

1 reflect the true names and capacities of the Doe Defendants when such identities become known.

2 15. At all relevant times, each of the Defendants were the principal, agent, partner, joint
3 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
4 successor in interest and/or predecessor in interest of some or all of the other Defendants, and was
5 engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other
6 relationships to some or all of the other Defendants so as to be liable for their conduct with respect
7 to the matters alleged in this complaint. Plaintiff alleges that each Defendant acted pursuant to and
8 within the scope of the relationships alleged above, and that at all relevant times, each Defendant
9 knew or should have known about, authorized, ratified, adopted, approved, controlled, and/or aided
10 and abetted the conduct of all other Defendants.

11 16. At all relevant times, Defendants were and are legally responsible for all of the
12 unlawful conduct, policies, practices, acts and omissions complained of herein. The conduct of
13 Defendants' managers and supervisors was at all relevant times undertaken as employees of
14 Defendants, acting within the scope of their employment or authority in all of the unlawful activities
15 described herein.

16 **THE CALIFORNIA AUTOMATIC RENEWAL LAW**

17 17. As described below, the California Automatic Renewal Law was enacted to
18 prohibit companies like Defendants from enrolling consumers in automatic renewal programs
19 without first making specific clear and conspicuous disclosures and without obtaining each
20 individual's affirmative consent.

21 18. In 2009, the California Legislature passed Senate Bill 340, which took effect on
22 December 1, 2010, as Article 9 of Chapter 1 of the False Advertising Law. (Bus. & Prof. Code §§
23 17600, *et seq.* (the California Automatic Renewal Law or "ARL"). SB 340 was introduced because:

24 It has become increasingly common for consumers to complain about unwanted
25 charges on their credit cards for products or services that the consumer did not
26 explicitly request or know they were agreeing to. Consumers report they believed
27 they were making a one-time purchase of a product, only to receive continued
28 shipments of the product and charges on their credit card. These unforeseen charges
are often the result of agreements enumerated in the "fine print" on an order or
advertisement that the consumer responded to.

1 19. The Assembly Committee on Judiciary provided the following background for the
2 legislation:

3 This non-controversial bill, which received a unanimous vote on the Senate floor,
4 seeks to protect consumers from unwittingly consenting to “automatic renewals” of
5 subscription orders or other “continuous service” offers. According to the author
6 and supporters, consumers are often charged for renewal purchases without their
7 consent or knowledge. For example, consumers sometimes find that a magazine
8 subscription renewal appears on a credit card statement even though they never
9 agreed to a renewal.

10 20. The ARL seeks to ensure that, before there can be a legally binding automatic
11 renewal or continuous service arrangement, there must first be adequate disclosure of certain terms
12 and conditions and affirmative consent by the consumer. To that end, Bus. & Prof. Code § 17602(a)
13 makes it unlawful for any business making an automatic renewal offer or a continuous service offer
14 to a consumer in California to do any of the following:

15 (1) Fail to present the automatic renewal offer terms or continuous service offer
16 terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled
17 and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the
18 request for consent to the offer. (Bus. & Prof. Code § 17602(a)(1).) For this purpose, “clear and
19 conspicuous” means “in larger type than the surrounding text, or in contrasting type, font, or color
20 to the surrounding text of the same size, or set off from the surrounding text of the same size by
21 symbols or other marks, in a manner that clearly calls attention to the language.” (Bus. & Prof. Code
22 § 17601(c).) In the case of an audio disclosure, ‘clear and conspicuous’ means in a volume and
23 cadence sufficient to be readily audible and understandable.” (*Id.*) The statute defines “automatic
24 renewal offer terms” to mean the “clear and conspicuous” disclosure of the following: (a) that the
25 subscription or purchasing agreement will continue until the consumer cancels; (b) the description
26 of the cancellation policy that applies to the offer; (c) the recurring charges that will be charged to
27 the consumer’s credit or debit card or payment account with a third party as part of the automatic
28 renewal plan or arrangement, and that the amount of the charge may change, if that is the case, and
the amount to which the charge will change, if known; (d) the length of the automatic renewal term
or that the service is continuous, unless the length of the term is chosen by the consumer; and (e)

1 the minimum purchase obligation, if any. (Bus. & Prof. Code § 17601(b).)

2 (2) Charge the consumer's credit or debit card, or the consumer's account with a
3 third party, for an automatic renewal or continuous service without first obtaining the consumer's
4 affirmative consent to the agreement containing the automatic renewal offer terms or continuous
5 service offer terms, including the terms of an automatic renewal offer or continuous service offer
6 that is made at a promotional or discounted price for a limited period of time. (Bus. & Prof. Code §
7 17602(a)(2).)

8 (3) Fail to provide an acknowledgment that includes the automatic renewal or
9 continuous service offer terms, cancellation policy, and information regarding how to cancel in a
10 manner that is capable of being retained by the consumer. (Bus. & Prof. Code § 17602(a)(3).) If the
11 offer includes a free trial, the business must also disclose in the acknowledgment how to cancel and
12 allow the consumer to cancel before the consumer pays for the goods or services. (*Ibid.*) Section
13 17602(b) requires that the acknowledgment specified in § 17602(a)(3) include a toll-free telephone
14 number, electronic mail address, a postal address if the seller directly bills the consumer, or it shall
15 provide another cost-effective, timely, and easy-to-use mechanism for cancellation.⁴

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18
19 ⁴ According to the Federal Trade Commission, the Restore Online Shoppers' Confidence Act,
20 15 U.S.C. §§ 8401-8405, which contains the federal rules for automatic renewal agreements,
21 "requires negative option sellers to provide a simple, reasonable means for consumers to cancel their
22 contracts. To meet this standard, negative option sellers should provide cancellation mechanisms
23 that are at least as easy to use as the method the consumer used to initiate the negative option feature.
24 For example, to ensure compliance with this simple cancellation mechanism requirement, negative
25 option sellers should not subject consumers to new offers or similar attempts to save the negative
26 option arrangement that impose unreasonable delays on consumers' cancellation efforts. In addition,
27 negative option sellers should provide their cancellation mechanisms at least through the same
28 medium (such as website or mobile application) the consumer used to consent to the negative option
feature. The negative option seller should provide, at a minimum, the simple mechanism over the
same website or web-based application the consumer used to purchase the negative option feature.
If the seller also provides for telephone cancellation, it should provide, at a minimum, a telephone
number, and answer all calls to this number during normal business hours, within a short time frame,
and ensure the calls are not lengthier or otherwise more burdensome than the telephone call the
consumer used to consent to the negative option feature. See
[https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_option_policy_s
tatement-10-22-2021-tobureau.pdf](https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_option_policy_statement-10-22-2021-tobureau.pdf) at p. 14.

21. Violation of the ARL gives rise to restitution and injunctive relief under the general remedies provision of the False Advertising Law, Bus. & Prof. Code § 17535. (Bus. & Prof. Code, § 17604, subd. (a).).

22. Defendants' F1 TV streaming subscriptions are "automatic renewal" plans under Cal. Bus. & Prof. Code § 17601(a).

23. As a result of the foregoing, all goods, wares, merchandise, or products sent to Plaintiff and the Class Members as part of and pursuant to the terms of their F1 TV streaming service subscriptions are deemed to be an "unconditional gift" under Cal. Bus. & Prof. Code § 17603.

24. As a result of Defendants' violations of the ARL, Plaintiff and the Class Members suffered economic injury and are entitled to reimbursement of their F1 Tv streaming subscription payments.

FACTS GIVING RISE TO THIS ACTION

25. Defendants automatically subscribed Plaintiff and members of the Class to a F1 TV streaming service without first providing the clear and conspicuous disclosures required by the ARL and without first obtaining their affirmative consent to an agreement containing the required clear and conspicuous disclosures as required under California law. To make matters worse, Defendants do not provide an effective and easy-to-use mechanism for consumers to cancel their F1 TV streaming service.

26. Upon accessing Defendants' F1 TV home page, potential customers are first greeted with several graphics and images of Formula 1 racing. The home page prompts consumers to "Subscribe to F1TV" by clicking on a red box with the word "Subscribe" followed by the phrase "All F1 LIVE." This home page does not include any of the automatic renewal terms required by California law. At this point, Defendants' webpage does not in any way indicate that the subscription will automatically charge the consumer on a yearly or monthly basis.

27. Upon clicking on a red "Subscribe" button the consumer is directed to a new page that indicates the cost of purchasing Defendants' F1 TV service. This page advertises the streaming service and several features of the F1 TV Pro and F1 TV Access services including but not limited to the following features of the F1 TV Pro service:

- 1 - Live stream every track session for all GPs
- 2 - Access all diver onboard cameras & team radios
- 3 - Live stream F1, F2, F3 and Porsche Supercup
- 4 - Full Race replays and highlights
- 5 - On demand access to all F1 onboard cameras
- 6 - Watch all F1, F2, F3, Porsche Supercup replays
- 7 - F1's historic race archive

8 28. Similarly, Defendants' F1 TV Access service advertises the following features:

- 9 - Full Race replays and highlights
- 10 - On demand access to all F1 onboard cameras
- 11 - Watch all F1, F2, F3, Porsche Supercup replays
- 12 - F1's historic race archive

13 29. This page does not include any of the automatic renewal terms as required by
 14 California law. There is no indication that the streaming service will automatically renew on a yearly
 15 or monthly basis.

16 30. Upon selecting either F1 TV Pro or F1 TV Access, the consumer is taken to a new
 17 page where he or she is prompted to "sign-in" into an existing account.

18 31. Alternatively, a new user can "Register" for a new account by providing an email
 19 address and creating a password.

20 32. Defendants fail to provide any form of disclosures regarding the automatically
 21 renewing nature of its subscription services. Once the consumer signs in or creates a new account,
 22 the consumer is taken directly to a "Review Your Order" page that requests the consumer's
 23 credit/debit card information and billing address to pay for the previously selected service. Up until
 24 this point, none of the webpages contain clear and conspicuous auto-renewal disclosures as required
 25 by California law, or any disclosures at all for that matter.

26 ///

27 ///

28 ///

33. At the top of the Review Your Order page, in large bold letters, is the name of the selected service (either F1 TV Pro or F1 TV Access), the “Total” price to be charged, and sections to fill in the user’s payment information:

My Account **Subscription** Order History

REVIEW YOUR ORDER

F1 TV Pro [Modify order](#)

Plan Type	Monthly
Renewal Cycle:	Monthly
Total	\$9.99

VOUCHER CODE

CANCEL **APPLY**

PAYMENT

Name on card

Card number

Expiration Date

Security code ⓘ

34. As shown above, the third line item says “Total” on the right-hand side and displays the price for one month or one year of service to the left-hand side in large, bolded letters. The total price is significantly larger than the surrounding text. In similarly large letters, the “Review Your Order Page” provides a large box for a “Voucher Code” and additional large boxes for “Payment”

1 information including billing and credit card information. The words “Renewal Cycle” are not clear
2 and conspicuous as the font is significantly smaller than the other font located at the top of the page
3 and throughout the page including but not limited to phrases such as “Review Your Order,”
4 “Voucher Code,” “Payment,” and the total price for a single purchase. Not only does this so-called
5 disclosure phrase fail to be clear and conspicuous; it also fails to disclose any of the automatic
6 renewal terms as required by California law. It is unclear from the words “renewal cycle” and/or
7 “plan type” that the subscription will result in a recurring monthly or annual cost. There is no
8 indication that the subscription will automatically renew, that the subscription will continue until it
9 is cancelled, when such renewal will occur, the amount of each recurring charge, and/or whether the
10 recurring charge is subject to change. Moreover, there is no indication that the subscription can be
11 canceled or the process by which to cancel. As such, the “Review Your Order” page fails to provide
12 the clear and conspicuous automatic renewal disclosures as required by California law. Moreover,
13 after filling out the credit card information, a consumer can select “Complete Order” without ever
14 being provided with any of the clear and conspicuous disclosures as required by California law.

15 35. Next, a user must scroll down the page to enter their address associated with their
16 payment and click on a bright red “Complete Order” button:

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28 ///

REVIEW YOUR ORDER

 **TV Pro**

[Modify order](#)

Plan Type Monthly

Renewal Cycle: Monthly

Total **\$9.99**

VOUCHER CODE

CANCEL

APPLY

PAYMENT

Name on card

Card number

Expiration Date

Security code ⓘ

Address line 1

Address line 2

City

State

Zip Code

Country

☐ I have read and agree to [Terms and Conditions](#), [Privacy Policy](#) and [Subscription Terms](#)

COMPLETE ORDER

1 36. As shown above, the bottom of the “Review Your Order” page has the following
 2 language “I have read and agree to the Terms and Conditions, Privacy Policy and Subscription
 3 Terms.” The font is smaller than any other font on the page and is embedded between large boxes
 4 to fill out credit card and billing information above it and a bright red box prompting the user to
 5 “COMPLETE ORDER” below it. Upon clicking on the phrase “Terms and Conditions” the
 6 consumer is taken to a new page that includes several terms, none of which explain the automatic
 7 renewal terms. Upon clicking on the phrase “Privacy Policy” the consumer is taken to a new page
 8 that includes several terms, none of which explain the automatic renewal terms. The very last link
 9 under “Subscription Terms” takes the user to Defendants’ subscription terms.

10 37. The three hyperlinks link to pages that include over 6,000 words. The Subscription
 11 Terms button links to a page that includes over 4,500 words and a long list of 16 different terms,
 12 many of which include subsections. A user must scroll down several times to reach section 7 called
 13 “Your Rights to End Your Subscription to the Service.” Under this section, Defendants state for the
 14 first time that an annual subscription will automatically renew on the anniversary of your
 15 purchase...” The next subsection says for the first time that a monthly “... subscription will
 16 automatically renew each month and the payment method provided at the time of the initial purchase
 17 of the Services will be charged accordingly on the corresponding date of initial purchase in every
 18 subsequent month.” These terms are not clear and conspicuous as they are buried within a long list
 19 of terms and conditions all of which are of the same font. There are no special marks calling attention
 20 to this section of the long list of terms. Moreover, these terms are found only after clicking on the
 21 link to the “Subscriptions Terms” which is found at the bottom of a completely different page (in
 22 significantly smaller font), and next to two other links which also take the user to pages with pages
 23 of boilerplate contract language. Further, a user can check out and purchase the service without ever
 24 opening the Subscription Terms. Other than these terms, which fail to be clear and conspicuous,
 25 there are no other clear and conspicuous disclosures provided to the consumer prior to purchasing a
 26 service.

27 38. Moreover, Defendants fail to explain the cancellation policy in a way that can be
 28 retained by the user. For example, subsection 7.3 of the “Subscription Terms” states the purported

1 cancellation policy which provides that the user may cancel the subscription "... by providing us
 2 reasonable notice before your next monthly or annual subscription renews." There is no indication
 3 as to the meaning of the word "reasonable" such that users do not know what qualifies as "reasonable
 4 notice." Even more confusing is subsection 7.4 which provides "You have the right to cancel your
 5 purchase of any Service, and receive a full refund without giving any reason, any time up to 14 days
 6 from the date of purchase except where you have: (a) activated any Service and agreed that, at that
 7 point you lost the right to cancel; or (b) you purchased a Service and at that point you agreed you
 8 lost the right to cancel." It is unclear how a user may agree to lose the right to cancel.

9 39. Under subsection 8.1, Defendants provide a cancellation policy that requires the
 10 consumer to email Defendants providing an email address, date of birth, billing date, and the first 4
 11 digits of the payment used for the Service. Even more confusing for the consumer; is under
 12 subsection 8.2 it directs the user to review subsection 7.4 and the other 4,500 terms on the webpage:
 13 "If you are entitled to a refund (as expressly set out in Clause 7.4 or otherwise in these terms and
 14 conditions) we will refund you the price you paid for the Service, by the method you used for
 15 payment."

16 40. A user can also purportedly cancel the subscription by visiting the "Accounts" page,
 17 but again it's unclear what steps a user must take in order to cancel the service once at the
 18 "Accounts" page. Lastly, section 8.1 purports that the confirmation email will provide cancellation
 19 instructions. However, the email confirmation does not provide the cancellation instructions or does
 20 not provide easy-to-understand cancellation instructions.

21 41. The Review Your Order page does not present the complete "automatic renewal offer
 22 terms," as defined by Cal. Bus. & Prof. Code §17601(b), in violation of Section 17602(a)(1) of the
 23 ARL. Defendants also fail to present a complete "description of the cancellation policy that applies
 24 to the offer." Cal. Bus. & Prof. Code § 17601(b)(2). With respect to cancellation, the Review Your
 25 Order page is silent. A user must go through the arduous process of investigating whether there are
 26 hyperlinks, and then even if the correct hyperlink is clicked, one must scroll through several pages,
 27 sections, and subsections to find the cancellation instructions. Once the relevant subsections are
 28 found, it is still unclear how the user can cancel—it is not an "easy-to-use mechanism for

1 cancellation” as required by the ARL. Cal. Bus. & Prof. Code § 17602(b).

2 42. As a result of Defendants’ failure to provide clear and conspicuous automatic
3 renewal terms under California law, consumers do not affirmatively consent to the hidden renewal
4 terms of the F1 TV streaming service.

5 43. Additionally, consumers are never provided with an acknowledgement that includes
6 the automatic renewal or continuous offer terms, cancellation policy, and information regarding how
7 to cancel in a manner that is capable of being retained by the consumer.

8 44. Individuals that purchase Defendants’ F1 TV streaming service via an application on
9 their smart phone or smart TV undergo a process that is substantially similar if not identical to the
10 process described above, including but not limited to the lack of disclosures required under
11 California law.

12 45. Plaintiff Davenport purchased one month of Defendant’s F1 TV Pro streaming
13 service without knowing that Defendants would enroll him in a monthly subscription service that
14 would automatically renew each month. On or about December 2021, Plaintiff Davenport
15 downloaded Defendants’ F1 TV application via Fire Stick on his smart TV. He then created an
16 account and purchased one month of F1 TV Pro. The purchase process via a smart TV application
17 is substantially similar if not identical to the process described above. After creating an account,
18 Plaintiff Davenport purchased one month of F1 TV Pro without ever being provided with the
19 required disclosures under California law. As such, Plaintiff Davenport did not realize that
20 Defendants would enroll him in an automatically renewing monthly subscription. Approximately
21 one month after his initial purchase, Plaintiff Davenport discovered that Defendants enrolled him in
22 an automatically renewing monthly subscription service when he noticed a new monthly charge to
23 his credit card/debit card. Plaintiff Davenport was surprised to see the recurring charge. After
24 looking through the phone application downloaded on his personal phone, Plaintiff Davenport was
25 eventually able to cancel his subscription in or around March 2022.

26 46. Defendants automatically subscribed Plaintiff to the F1 TV Pro service without first
27 providing the clear and conspicuous disclosures required by the ARL and posted charges to
28 Plaintiff’s debit card/credit card without first obtaining their affirmative consent to an agreement

1 containing the required clear and conspicuous disclosures as required under California law.
 2 Moreover, Defendants did not provide an adequate easy-to-use mechanism for cancelling the service
 3 before the renewal date.

4 47. If Plaintiff had known that Defendants were going to automatically renew the
 5 subscription with charges of up to \$9.99 per month, Plaintiff would not have purchased a F1 TV
 6 subscription in the first place.

7 48. Plaintiff is not the only consumer deceived by Defendants' auto-renewal practices.
 8 Consumers have publicly complained about the unwanted and unexpected renewal charges and
 9 difficulties with canceling Defendants' unlawful practices.⁵

10 **CLASS ACTION ALLEGATIONS**

11 49. Plaintiff brings this lawsuit as a class action under Code of Civil Procedure section
 12 382 on behalf of the following Class:

13 All persons in California who, within the applicable statute of limitations period,
 14 purchased Defendants' subscription service for F1 TV and were charged a fee to
 15 renew their subscription.

16 50. Excluded from the Class are all employees of Defendants, all employees of
 17 Plaintiff's counsel, and the judicial officers to whom this case is assigned.

18 51. Excluded from the Class are: (1) Defendants and their officers, directors, employees,
 19 principals, affiliated entities, controlling entities, agents, and other affiliates; (2) the agents,
 20 affiliates, legal representatives, heirs, attorneys at law, attorneys in fact, or assignees of such persons

21 ⁵ see <https://www.trustpilot.com/review/f1tv.formula1.com> ("I had to send 14 emails in order
 22 to get this cancelled and refunded, and was told something completely different each time. Do not
 23 bother with this app or subscription at all."; "Very telling when it is difficult to find out how to
 24 cancel a subscription. Finally figured it out, I hope, and have forwarded an e-mail. Hopefully will
 25 be out of this very soon."; "... How can I cancel this automatic paying?"; "There's no way of
 26 contacting anyone. they obviously don't want you to. THERES A TELEPHONE NUMBER ON
 27 THEIR WEBSITE TO CONTACT THEM. THERES A POOR LADY ON THE OTHER END
 28 SAYING THEY ARE NOT F1 AND THEYVE HAD LOADS OF CALLS LAUGHABLE!!!!";
 "Just horrible. Firstly, I did a trial and then cancelled, which required stating a reason. As I don't
 like this practice I put some blatant lie - that the user deceased. Surprise, in a few days I got charged
 for the annual subscription") (last visited October 27, 2022); see also
https://www.reddit.com/r/F1TV/comments/nu6j9p/how_to_cancel_subscription/ ("Why is there no
 option to cancel subscription for f1tv? I followed this steps but I guess I am too stupid. I simply
 don't find any 'Cancel Subscription' option") (last visited October 27, 2022).

1 or entities described herein; and (3) the Judge(s) assigned to this case and any members of their
2 immediate families.

3 52. Ascertainability. The members of the Class may be ascertained by reviewing records
4 in the possession of Defendants and/or third parties, including without limitation Defendants'
5 marketing and promotion records, customer records, and billing records.

6 53. Common Questions of Fact or Law. There is a well-defined community of interest
7 in the common questions of law and fact affecting all Class Members. The questions of law and fact
8 predominate over questions affecting only individual Class Members, and include without
9 limitations: (1) whether Defendants present all statutorily-mandated automatic renewal offer terms,
10 within the meaning of Business and Professions Code § 17601(b); (2) whether Defendants present
11 automatic renewal offer terms in a manner that is "clear and conspicuous," within the meaning of §
12 17601(c), and in "visual proximity" to a request for consent to the offer, or in the case of an offer
13 conveyed by voice, in temporal proximity to a request for consent to the offer, as required by §
14 17602; (3) whether Defendants obtain Class Members' affirmative consent to an agreement
15 containing clear and conspicuous disclosure of automatic renewal offer terms before charging a
16 credit card, debit card, or third-party payment account; (4) whether Defendants provide Class
17 Members with an acknowledgment that includes clear and conspicuous disclosure of all statutorily-
18 mandated automatic renewal or continuous service offer terms, the cancellation policy, and
19 information regarding how to cancel; (5) Defendants' record-keeping practices; (6) the appropriate
20 remedies for Defendants' conduct; and (7) the appropriate terms of an injunction.

21 54. Numerosity. The Class is so numerous that joinder of all Class Members would be
22 impracticable. The Class consists of at least 100 members.

23 55. Typicality and Adequacy. Plaintiff is an adequate representative of the Class because
24 his interests do not conflict with the interests of the Class Members he seeks to represent, and he is
25 similarly situated with members of the Class. Plaintiff alleges that Defendants enrolled Class
26 Members in automatic renewal subscriptions without disclosing all terms required by law, and
27 without presenting such terms in the requisite "clear and conspicuous" manner; charged Class
28 Members' credit cards, debit cards, or third-party accounts without first obtaining the Class

members' affirmative consent to an agreement containing clear and conspicuous disclosure of automatic renewal offer terms; and failed to provide the requisite acknowledgment. Plaintiff has no interests that are adverse to those of the other Class Members. Plaintiff will fairly and adequately represent and protect the interests of the Class and has retained counsel who are competent and experienced in the prosecution of class action litigation.

56. Superiority. A class action is superior to other methods for resolving this controversy. Because the amount of restitution or damages to which each Class member may be entitled is low in comparison to the expense and burden of individual litigation, it would be impracticable for class members to redress the wrongs done to them without a class action forum. Plaintiff and the members of the Class have suffered and will continue to suffer harm as a result of Defendants' conduct. Defendants continue to deny wrongdoing or remedy the conduct that is the subject of this complaint. Class members do not know that their legal rights have been violated. Class certification would also conserve judicial resources and avoid the possibility of inconsistent judgments.

57. Defendants Have Acted on Grounds Generally Applicable to the Class. Defendants have acted on grounds that are generally applicable to the members of the Class, thereby making appropriate final injunctive relief and/or declaratory relief with respect to the Class as a whole.

FIRST CAUSE OF ACTION

Violations of California's Unfair Competition Law

(Bus. & Prof. Code, §§ 17200 *et seq.*)

58. Plaintiff incorporates the previous allegations as though fully set forth herein.

59. Plaintiff brings this claim individually and on behalf of the members of the Class against Defendants.

60. Defendants are “person[s]” as that term is defined under Cal. Bus. & Prof. Code § 17201.

61. The Unfair Competition Law defines unfair competition as including any unlawful, unfair or fraudulent business act or practice; any unfair, deceptive, untrue, or misleading advertising; and any act of false advertising under section 17500. (Bus. & Prof. Code § 17200.) In the course of business, Defendants committed “unlawful” business practices by, among other things, making the

1 representations and omissions of material facts, as set forth more fully herein, and violating Cal.
 2 Bus. & Prof. Code §§ 17600, *et seq.*, and the common law. Plaintiff, individually and on behalf of
 3 the other Class Members, reserves the right to allege other violations of the law, which constitute
 4 other unlawful business acts or practices. Such conduct is ongoing and continues to this date.

5 62. During the class period, Defendants committed and continue to commit unlawful,
 6 unfair, and/or fraudulent business practices, and engaged in unfair, deceptive, untrue, and/or
 7 misleading advertising, by, inter alia and without limitation: (a) failing to present the automatic
 8 renewal offer terms in a clear and conspicuous manner before a subscription or purchasing
 9 agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in
 10 temporal proximity, to a request for consent to the offer, in violation of § 17602(a)(1); (b) charging
 11 the consumer in connection with an automatic renewal or continuous service without first obtaining
 12 the consumer's affirmative consent to an agreement containing clear and conspicuous disclosures
 13 of automatic renewal offer terms or continuous service offer terms, in violation of § 17602(a)(2);
 14 (c) failing to provide an acknowledgment that includes clear and conspicuous disclosure of all
 15 required automatic renewal offer terms, the cancellation policy, and information regarding how to
 16 cancel, in violation of § 17602(a)(3); (d) representing that goods or services have characteristics,
 17 uses, and/or benefits which they do not have, in violation of Civil Code § 1770(a)(5); advertising
 18 goods and services with the intent not to sell them as advertised, in violation of Civil Code §
 19 1770(a)(9); (e) representing that the subject of a transaction has been supplied in accordance with a
 20 previous representation when it has not, in violation of Civil Code § 1770(a)(16); and (f)
 21 representing that the consumer will receive a rebate, discount, or other economic benefit, if the
 22 earning of the benefit is contingent on an event to occur subsequent to the consummation of the
 23 transaction, in violation of Civil Code § 1770(a)(17). Plaintiff reserves the right to identify other
 24 acts or omissions that constitute unlawful, unfair or fraudulent business acts or practices, unfair,
 25 deceptive, untrue or misleading advertising, and/or other prohibited acts.

26 63. Defendants' acts and omissions as alleged herein violate obligations imposed by
 27 statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical,
 28 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits

1 attributable to such conduct. Defendants’ acts and omissions also violate and offend the California
 2 Legislature’s intent, codified by the Automatic Renewal Law, “to end the practice of ongoing
 3 charging of consumer credit or debit cards or third party payment accounts without the consumers’
 4 explicit consent.” Cal. Bus. & Prof. Code § 17602. This conduct constitutes violations of the unfair
 5 prong of the UCL. There were reasonably available alternatives to further Defendants’ legitimate
 6 business interests, other than the conduct described herein.

7 64. The UCL also prohibits any “fraudulent business act or practice.” In the course of
 8 business, Defendants committed “fraudulent business act[s] or practices” by, among other things,
 9 failing to make the required disclosures under Cal. Bus. & Prof. Code §§ 17600, *et seq.*

10 65. Defendants’ actions, claims, omissions, and misleading statements, as more fully set
 11 forth above, were also false or misleading and likely to deceive the consuming public within the
 12 meaning of the UCL.

13 66. Plaintiff, in fact, has been deceived as a result of their reliance on Defendants’
 14 material representations and omissions. Plaintiff has suffered injury in fact and lost money as a result
 15 of Defendants’ acts and omissions. Such injury includes being charged a renewal membership fee
 16 for a Defendants’ F1 TV streaming subscription service, and other damages proximately caused by
 17 Defendants’ misconduct as alleged.

18 67. Unless restrained and enjoined, Defendants will continue to engage in the above-
 19 described conduct. Accordingly, injunctive relief is appropriate. Pursuant to Bus. & Prof. Code §
 20 17203, Plaintiff, on behalf of himself, all others similarly situated, and the general public are entitled
 21 to (1) restitution from Defendants of all money obtained from Plaintiff and the other Class Members
 22 as a result of unfair competition; (2) an injunction prohibiting Defendants from continuing such
 23 practices in the State of California that do not comply with California law; and (3) all other relief
 24 this Court deems appropriate, consistent with Cal. Bus. & Prof. Code § 17203.

25 **SECOND CAUSE OF ACTION**

26 **Violation of California’s False Advertising Law**

27 **(Bus. & Prof. Code §§ 17500, *et seq.*)**

28 68. Plaintiff incorporates the previous allegations as though fully set forth herein.

1 69. Plaintiff brings this claim individually and on behalf of the members of the Class
2 against Defendants.

3 70. California's False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*, makes
4 it "unlawful for any person to make or disseminate or cause to be made or disseminated before the
5 public in this state, ... in any advertising device ... or in any other manner or means whatever,
6 including over the Internet, any statement, concerning ... personal property or services, professional
7 or otherwise, or performance or disposition thereof, which is untrue or misleading and which is
8 known, or which by the exercise of reasonable care should be known, to be untrue or misleading."

9 71. Defendants committed acts of false advertising, as defined by § 17500, by
10 intentionally making and disseminating statements to consumers in California and the general public
11 concerning Defendants' products and services, as well as circumstances and facts connected to such
12 products and services, which are untrue and misleading on their face and by omission, and which
13 are known or which by the exercise of reasonable care should be known by Defendants to be untrue
14 or misleading. Defendants have intentionally made or disseminated untrue or misleading statements
15 and material omissions to consumers in California and to the public as part of a plan or scheme with
16 intent not to sell those services as advertised.

17 72. Defendants' statements include but are not limited to representations and omissions
18 made to consumers before and after enrollment in Defendants' F1 TV streaming subscriptions
19 concerning the terms of payment for and cancellation of a consumer's automatic payments. Such
20 representations and omissions on the checkout page (i.e., the "Review Your Order" page depicted
21 above) constitute false and deceptive advertisements.

22 73. Defendants' actions in violation of § 17500, as described herein, were false and
23 misleading such that the general public is and was likely to be deceived. Plaintiff and members of
24 the Class were deceived by Defendants' statements and omissions made online (or via a phone
25 application or otherwise) when they signed up and started paying for their F1 TV streaming
26 subscriptions, and there is a strong probability that other California consumers and members of the
27 public were also or are likely to be deceived as well. A reasonable consumer would be misled and
28 were in fact misled by Defendants' false and misleading statements and material omissions.

1 Plaintiff and other members of the Class did not learn of Defendants' cancellation and automatic
 2 payment policies until after they had already signed up and started paying for Defendants' F1 TV
 3 streaming services. They relied on Defendants' statements and omissions to their detriment.

4 74. Plaintiff and the Class lost money or property as a result of Defendants' FAL
 5 violations because they would not have purchased the F1 TV streaming services on the same terms
 6 if the true facts were known about the product and the subscriptions do not have the characteristics
 7 as promised by Defendants.

8 75. Pursuant to Bus. & Prof. Code § 17535, Plaintiff seeks an order of this Court ordering
 9 Defendants' to fully disclose the true nature of its misrepresentations. Plaintiff further seeks
 10 individual, representative, and public injunctive relief and any other necessary orders or judgments
 11 that will prevent Defendants from continuing with its false and deceptive advertisements and
 12 omissions including restitution that will restore the full amount of their money or property,
 13 disgorgement of Defendants' applicable profits and proceeds, and an award of costs and reasonable
 14 attorneys' fees. Such conduct is ongoing and continues to this date.

15 **THIRD CAUSE OF ACTION**

16 **Violations of the California Consumers Legal Remedies Act**

17 **(Civ. Code, §§ 1750 *et seq.*)**

18 76. Plaintiff incorporates the allegations of the preceding paragraphs as though set forth
 19 herein.

20 77. Plaintiff brings this claim individually and on behalf of the members of the Class
 21 against Defendants.

22 78. Plaintiff and the members of the Class are "consumers" within the meaning of Civil
 23 Code § 1761(d) in that Plaintiff and the Class sought or acquired Defendants' goods and/or services
 24 for personal, family, or household purposes. The purchases and payments by Plaintiff and Class
 25 members are "transactions" within the meaning of Civil Code § 1761(e).

26 79. Defendants are "persons" under Cal. Civ. Code § 1761(c). Defendants' subscription
 27 service offers pertain to "goods" and/or "services" within the meaning of Civil Code § 1761(a) and
 28 (b).

80. Defendants conduct, as described herein, which includes its failure to timely and adequately disclose the terms of its automatic renewal and/or continuous service associated with its F1 Tv streaming subscription service pursuant to Cal. Bus. & Prof. Code §§ 17600, *et seq.* violates California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, *et seq.* Defendants violated the CLRA by misrepresenting and omitting material facts regarding the automatic renewal and/or continuous service terms of its subscription services, and by engaging in the following practices proscribed by Cal. Civ. Code § 1770(a) in transactions that were intended to result in, and did result in, the sale of its F1 TV streaming subscription service:

a. Representing that goods or services have characteristics, uses, and/or benefits which they do not have (Civil Code § 1770(a)(5));

b. Advertising goods or services with intent not to sell them as advertised (Civil Code § 1770(a)(9));

c. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not (Civil Code § 1770(a)(16)); and

d. Representing that consumers will receive a rebate, discount, or other economic benefit, if the earning of the benefit is contingent on an event to occur subsequent to the consummation of the transaction (Civil Code § 1770(a)(17)).

81. Defendants violated the CLRA by failing to clearly and conspicuously disclose the terms of their automatic renewal and/or continuous service associated with its F1 TV streaming subscription service, automatically charging Plaintiff and members of the Class a fee to renew their subscription and failing to cancel the subscription service when requested.

82. Plaintiff, on behalf of himself and all other Class members, seeks an order enjoining the above-described unlawful acts and practices of Defendants and for restitution and disgorgement.

83. Pursuant to § 1782 of the CLRA, on August 16, 2022, Plaintiff notified Defendants in writing by certified mail of the particular violations of § 1770 of the CLRA and demanded that Defendants rectify the problems associated with the acts and practices described above and give notice to all affect consumers of Defendants’ intent to so act was mailed via certified mail to Defendants. A copy of the letter is attached as **Exhibit 1**. Defendants have failed to rectify the

1 problems associated with the actions detailed above and give notice to all affected consumers within
 2 the expiration of the statutory period. Accordingly, Plaintiff seeks actual, punitive, and statutory
 3 damages (*see* Civil Code § 1782.).

4 84. Pursuant to § 1780(d) of the Act, attached as **Exhibit 2** is the affidavit showing that
 5 this action was commenced in the proper forum.

6 **FOURTH CAUSE OF ACTION**

7 **Conversion**

8 85. Plaintiff incorporates the previous allegations as though fully set forth herein.

9 86. Plaintiff brings this claim individually and on behalf of the members of the Class
 10 against Defendants.

11 87. As a result of charges made by Defendants to Plaintiff's and Class Members' credit
 12 and/or debit cards without authorization and in violation of California law, Defendants have taken
 13 money that belongs to Plaintiff and the Class. Defendants have wrongfully interfered with Plaintiff's
 14 and Class Members' possession of money. The amount of money wrongfully taken by Defendants
 15 is capable of identification from records in the possession of Defendants and/or third parties,
 16 including Defendants' customer and billing records.

17 88. Defendants engaged in this misconduct knowingly, willfully, and with oppression,
 18 fraud, and/or malice.

19 89. As a result of Defendants' actions, Plaintiff and the Class have suffered damages.

20 **FIFTH CAUSE OF ACTION**

21 **Unjust Enrichment**

22 90. Plaintiff incorporates the previous allegations as though fully set forth herein.

23 91. Plaintiff brings this claim individually and on behalf of the members of the Class
 24 against Defendants.

25 92. As a direct and proximate result of misrepresentations concerning the F1 TV
 26 streaming subscription service and failure to sufficiently disclose that F1 TV streaming subscription
 27 service will be automatically renewed, Defendants have profited through the sale of their services
 28 and/or products to Plaintiff and Class members.

JURY TRIAL DEMAND

Plaintiff and the Class members hereby demand a trial by jury.

Dated: November 3, 2022

CROSNER LEGAL, P.C.

By: *s/ Zachary M. Crosner*

ZACHARY M. CROSNER

Michael R. Crosner (SBN 41299)
Zachary M. Crosner (SBN 272295)
Chad A. Saunders (SBN 257810)
Craig W. Straub (SBN 249032)
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (310) 496-5818
Fax: (310) 510-6429
mike@crosnerlegal.com
zach@crosnerlegal.com
chad@crosnerlegal.com
craig@crosnerlegal.com

LAW OFFICE OF TODD M. FRIEDMAN, P.C.

Todd M. Friedman (SBN 216752)
21550 Oxnard St. Suite 780,
Woodland Hills, CA 91367
Phone: 323-306-4234
Fax: 866-633-0228
tfriedman@toddfllaw.com

Attorneys for Plaintiff

Exhibit 1



Chad Saunders, Esq.
9440 Santa Monica Blvd.,
Ste. 301
Beverly Hills, CA 90210

chad@crosnerlegal.com
direct: (510) 439-9470
fax: (310) 510-6429

August 16, 2022

SENT VIA U.S. CERTIFIED MAIL RETURN RECEIPT REQUESTED

Corporation Service Company
Agent for Service of Process for:
Liberty Media Corporation
251 Little Falls Drive
Wilmington, DE 19808

Liberty Media Corporation
Attn: Legal Department
12300 Liberty Blvd.
Englewood, CO 80112

Formula One Digital Media Limited
No. 2 St. James's Market,
London, United Kingdom, SW1Y4AH

Formula One Group
Attn: Legal Department
12300 Liberty Blvd.
Englewood, CO 80112

Formula One Group
No. 2 St. James's Market,
London, United Kingdom, SW1Y4AH

Re: Monahan et. al. v. Liberty Media Corporation et. al.

Our Client(s) :	Patrick Monahan and Trevor Davenport
Products :	Formula One TV Pro and Formula One TV Access
Matter :	CLRA Demand Letter

To Whom It May Concern:

Please be advised that our office represents Patrick Monahan and Trevor Davenport ("Plaintiffs"), and other similarly situated individuals, in pursuing class action wide legal claims against Liberty Media Corporation; Formula One Group; and Formula One Digital Media Limited ("Defendants") for violations of the Consumer Legal Remedies Act ("CLRA"), and California Business and Professions Code §17200 ("UCL").

August 16, 2022, CLRA Demand Letter
Liberty Media Corporation et. al.
Page 2 of 5

Having been formally notified of our representation, we respectfully demand you not contact our clients for any reason. Instead, please direct all future contact and correspondence to this office. We reserve the right to seek injunctive relief against you should you fail to honor these directives.

The purpose of this letter is to advise Defendants of their violations and to quickly resolve the matter of my client's right to compensation for the same, without resorting to expensive and unnecessary litigation. Before additional damages accrue, including needless attorney fees, we should work together expeditiously to correct the inequity that occurred in connection with Defendants' handling of the matters detailed below. Thus, please accept this correspondence as notice pursuant to the CLRA, of violations thereof. Be advised, you have thirty (30) calendar days from the date of receipt of this notice, to correct, repair, replace, or otherwise rectify the goods or services alleged to be in violation of § 1770 of the CLRA, as further outlined below.

Please review the violations set forth below and contact our offices immediately, to discuss settlement.

Facts

Defendant Formula One Digital Media Limited is part of Formula One Group, and so is also owned by Defendant Liberty Media Corporation. Formula One Digital Media Limited operates the website found at <https://www.formula1.com/en/subscribe-to-f1-tv.html>.¹ As described below, this is the website on which consumers subscribe to the Formula One streaming service complained of herein.

As part of its business activities, Defendants operate an online streaming service called "F1 TV" to which consumers may subscribe on a monthly or annual basis. After subscribing to F1 TV, Defendants thereafter post charges to the consumer's credit or debit card in the amount of \$9.99 per month for "F1 TV Pro" or \$2.99 per month for "F1 TV Access". The annual charges for these services are \$79.99 and \$26.99, respectively. Defendants automatically renew these charges on a monthly or annual basis. However, Defendants fail to provide "clear and conspicuous" disclosures mandated by California law, and posts charges to consumers' credit or debit cards for purported subscriptions charges without first obtaining the consumers' affirmative consent to an agreement containing the requisite clear and conspicuous disclosures.² As such, Defendants failed to properly inform consumers of its autorenewal terms, thereby violating Cal. Bus. & Prof. Code § 17600 *et. seq.* More specific examples illustrating how Defendants violate California's Automatic Renewal Laws and the CLRA can be found in Plaintiffs' Complaint, which is affixed hereto for ease of reference.

¹ See <https://account.formula1.com/#/en/terms-of-use> ("Access to and use of the Site is provided by Formula One Digital Media Limited...") (last visited July 27, 2022).

² Based on information and belief, Defendants fail to provide the required disclosures on all platforms that provide access to Defendants' F1 TV service including but not limited via desktop, smart phone application, and/or smart TV application.

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Liberty Media Corporation et. al.
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Plaintiff Monahan first purchased Defendants' F1 TV Pro service in or around March 2021 by logging onto Defendants web page at <https://f1tv.formula1.com/> via his desktop. Upon clicking on the "Subscribe" button on Defendants' home page, Plaintiff Monahan was redirected to a new page that advertised the features of Defendants' streaming service. Plaintiff Monahan then created an F1 TV account by providing his email address and creating a password. After creating the account, Plaintiff Monahan paid for one month of Defendant's F1 TV Pro using a personal credit card and/or debit card. To Plaintiff Monahan's surprise, Defendants automatically enrolled him in a monthly subscription plan that was scheduled to renew each month. On or around April 2021, Plaintiff Monahan attempted to cancel the monthly subscription by visiting Defendants' streaming service web page via his desktop. Plaintiff Monahan attempted to cancel several times and was unable to do so. To this day, Defendants continue to charge Plaintiff Monahan for a monthly subscription he did not consent to.

Plaintiff Davenport similarly purchased one month of Defendant's F1 TV Pro streaming service without knowing that Defendants would enroll him in a monthly subscription service that would automatically renew each month. On or about December 2021, Plaintiff Davenport downloaded Defendants' F1 TV application via Fire Stick on his smart TV. He then created an account and purchased one month of F1 TV Pro. Based on information and belief, the purchase process via a smart TV application is substantially similar if not identical to the process to purchase the service via a desktop. After creating an account, Plaintiff Davenport purchased one month of F1 TV Pro without ever being provided with the required disclosures under California law. As such, Plaintiff Davenport did not realize that Defendants would enroll him in an automatically renewing monthly subscription. Approximately one month after his initial purchase, Plaintiff Davenport discovered that Defendants enrolled him in an automatically renewing monthly subscription service when he noticed a new monthly charge to his credit card/debit card. Plaintiff Davenport was surprised to see the recurring charge. After looking through the phone application downloaded on his personal phone, Plaintiff Davenport was eventually able to cancel his subscription in or around March 2022.

Defendants automatically subscribed Plaintiffs to their F1 TV Pro service without first providing the clear and conspicuous disclosures required by the ARL and posted charges to Plaintiffs' debit card/credit card without first obtaining their affirmative consent to an agreement containing the required clear and conspicuous disclosures as required under California law. Moreover, Defendants did not provide an adequate mechanism for cancelling the service before the renewal date.

If Plaintiffs had known that Defendants were going to automatically renew his subscription with charges of up to \$9.99 per month, Plaintiffs would not have purchased Defendants' F1 TV Pro service in the first place.

August 16, 2022, CLRA Demand Letter
Liberty Media Corporation et. al.
Page 4 of 5

CLRA (Cal. Civ. Code §1750 et seq.) Violations

Among other things, the CLRA prohibits the following “unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction to result or which results in the sale or lease of goods or services” to a consumer:

1. Passing off goods or services as those of another *Cal. Civ. Code* §1770(1);
2. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another. *Cal. Civ. Code* §1770(7);
3. Representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; - *Cal. Civ. Code* §1770(14); and
4. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not. *Cal. Civ. Code* §1770(16).

Further, under the CLRA, a consumer may recover actual damages, an order enjoining any such practices that are prohibited by the CLRA, restitution of property, punitive damages, civil penalties, and reasonably attorney’s fees and costs. *Cal. Civ. Code* §§1780, *et seq.*

By engaging in the conduct detailed above, Defendants violated Sections §1770(1), (7), (14), and (16) of the CLRA, thereby entitling Plaintiffs to attorney’s fees and costs, and actual and punitive damages.

The enclosed draft complaint provides further detail regarding the factual and legal basis of the foregoing claims asserted against Defendants.

Unfair Competition Law (Cal. Bus. Prof. Code §17200)

The Unfair Competition Law, Cal. Bus. Prof. C. §17200 prohibits unlawful, unfair or fraudulent business acts or practices. Further, any person who has suffered injury in fact and has lost money or property as a result thereof may bring an action to enjoin or restrain any violation of this act and recover restitution resulting from such violations. *Cal. Bus. Prof. Code* §4381(b)-(c).

Defendants engaged in fraudulent, unfair and unlawful business practices through their conduct and violated the UCL. Defendants made representations, and omitted material facts, to Plaintiffs and this amounts to fraudulent and unfair business practices. Further, as noted above, Defendants violated the CLRA, thus engaging in unlawful business practices. Defendants’ conduct, as detailed above, violates numerous provisions of the CLRA; consequently, said conduct constitutes unlawful business practices. Defendants’ conduct entitles Plaintiffs to restitution and injunctive relief.

August 16, 2022, CLRA Demand Letter
Liberty Media Corporation et. al.
Page 5 of 5

The enclosed draft complaint provides further detail regarding the factual and legal basis of the foregoing claims asserted against Defendants.

Class Potential

At this stage, Defendants' fraudulent and deceptive business practices, and violations of both California and federal law, have impacted potentially thousands of consumers throughout the state of California and/or the nation. Thus, we anticipate either a state and/or nation-wide class of thousands of consumers whom Plaintiffs will adequately represent. The conduct detailed above is systematic in nature. Thus, certifying a class will be very straightforward. Upon certifying a class, we will seek not only actual damages, but punitive damages and statutory damages, in addition to attorney's fees and costs.

If we do not hear from Defendants within thirty (30) days, we will proceed to amend the enclosed draft complaint to include a claim for monetary damages under the CLRA, pursuant to California Civil Code section 1782(d), and to file his action against Defendants.

We are available if you want to discuss the issues raised in this letter. Thank you for your attention to this matter.

Kindest regards,

A handwritten signature in dark ink, appearing to read 'Chad Saunders', with a stylized flourish extending to the right.

Chad Saunders, Esq.

Encl:
Class Action Complaint

Exhibit 2

CROSNER LEGAL, P.C.

Michael R. Crosner (SBN 41299)
Zachary M. Crosner (SBN 272295)
Chad A. Saunders (SBN 257810)
Craig W. Straub (SBN 249032)
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (310) 496-5818
Fax: (310) 510-6429
mike@crosnerlegal.com
zach@crosnerlegal.com
chad@crosnerlegal.com
craig@crosnerlegal.com

LAW OFFICE OF TODD M. FRIEDMAN, P.C.

Todd M. Friedman (SBN 216752)
21550 Oxnard St. Suite 780,
Woodland Hills, CA 91367
Phone: 323-306-4234
Fax: 866-633-0228
tfriedman@toddflaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

TREVOR DAVENPORT, on behalf of
himself and all others similarly situated and
aggrieved,

Plaintiff,

v.

LIBERTY MEDIA CORPORATION, a
Delaware corporation; FORMULA ONE
GROUP; FORMULA ONE DIGITAL
MEDIA LIMITED; and DOES 1 to 50,
inclusive,

Defendants.

Case No.:

CLASS ACTION

**AFFIDAVIT OF ZACHARY M. CROSNER
PURSUANT TO CALIFORNIA CIVIL
CODE § 1780(d)**

1 I, ZACHARY M. CROSNER, declare as follows:

2 1. I am an attorney duly licensed to practice before all of the courts of the State of
3 California. I am the managing partner of the law firm of Crosner Legal, P.C., one of the counsel of
4 record for plaintiff in the above-entitled action.

5 2. Defendants Liberty Media Corporation, Formula One Group, and Formula One
6 Digital Media Limited have done, and are doing, business in California, including San Diego
7 County. Such business includes the marketing, promotion, distribution, and sale of their F1 TV
8 streaming subscription services.

9 I declare under penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct. Executed this 3rd day of November, 2022, at Beverley Hills, California.

11 *s/ Zachary M. Crosner*

12 _____
ZACHARY M. CROSNER

EXHIBIT B

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

LIBERTY MEDIA CORPORATION, a Delaware corporation; FORMULA ONE GROUP; FORMULA ONE DIGITAL MEDIA LIMITED; and DOES 1 to 50, inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

TREVOR DAVENPORT, on behalf of himself and all others similarly situated and aggrieved

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

11/03/2022 at 10:21:18 PM

Clerk of the Superior Court
By Gabriel Lopez, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court for the State of California
for the county of San Diego - Hall of Justice Courthouse
330 West Broadway, San Diego, CA 92101

CASE NUMBER:

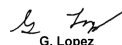
(Número del Caso): 37-2022-00044468-CU-MC-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
CROSNER LEGAL, PC 9440 Santa Monica Blvd., Ste. 301 Beverly Hills, CA 90210 Tel: (310) 496-5818

DATE:
(Fecha) 11/04/2022

Clerk, by
(Secretario)


G. Lopez

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. ☐ by personal delivery on (date):

ATTORNEY FOR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Michael R. Crosner (SBN 41299); Zachary M. Crosner (SBN 272295); Chad A. Saunders (SBN 257810);
 Craig W. Straub (SBN 249032)
 CROSNER LEGAL PC, 9440 Santa Monica Blvd., Suite 301, Beverly Hills, Ca 90210
 TELEPHONE NO.: (310)496-5818 FAX NO. (Optional): (310) 510-6429
 E-MAIL ADDRESS: mike@crosnerlegal.com; zach@crosnerlegal.com; chad@crosnerlegal.com; craig@crosnerlegal.com
 ATTORNEY FOR (Name): Trevor Davenport

FOR COURT USE ONLY

ELECTRONICALLY FILED
 Superior Court of California,
 County of San Diego

11/03/2022 at 10:21:18 PM

Clerk of the Superior Court
 By Gabriel Lopez, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

STREET ADDRESS: 330 West Broadway

MAILING ADDRESS:

CITY AND ZIP CODE: San Diego 92101

BRANCH NAME: San Diego - Hall of Justice Courthouse

CASE NAME: Trevor Davenport et al. v. Liberty Media Corporation et al.

CIVIL CASE COVER SHEET

☒ **Unlimited** ☐ **Limited**
 (Amount (Amount
 demanded demanded is
 exceeds \$25,000) \$25,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder
 Filed with first appearance by defendant
 (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

37-2022-00044468-CU-MC-CTL

JUDGE: Judge Richard S. Whitney

DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:**Auto Tort**

☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☐ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment☐ Enforcement of judgment (20)**Miscellaneous Civil Complaint**

☐ RICO (27)
☒ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☒ Large number of separately represented parties d. ☒ Large number of witnesses
 b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify):

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 11/03/2022

Craig W. Straub

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/DPD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/DPD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/DPD/WD

Non-PI/DPD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/DPD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

EXHIBIT C

CROSNER LEGAL, P.C.
 Michael R. Crosner (SBN 41299)
 Zachary M. Crosner (SBN 272295)
 Chad A. Saunders (SBN 257810)
 Craig W. Straub (SBN 249032)
 9440 Santa Monica Blvd. Suite 301
 Beverly Hills, CA 90210
 Tel: (310) 496-5818
 Fax: (310) 510-6429
 mike@crosnerlegal.com
 zach@crosnerlegal.com
 chad@crosnerlegal.com
 craig@crosnerlegal.com

Attorneys for Plaintiff

[Additional Counsel Appear on Signature Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

TREVOR DAVENPORT, on behalf of
 himself and all others similarly situated and
 aggrieved,

Plaintiff,

v.

LIBERTY MEDIA CORPORATION, a
 Delaware corporation; FORMULA ONE
 GROUP; FORMULA ONE DIGITAL
 MEDIA LIMITED; and DOES 1 to 50,
 inclusive,

Defendants.

Case No.: 37-2022-00044468-CU-MC-CTL

**NOTICE OF CONTINUED INITIAL CASE
 MANAGEMENT CONFERENCE**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

NOTICE IS HEREBY GIVEN that the Court has continued the Initial Case Management Conference to July 7, 2022 at 10:15 a.m. in Department C-65, located in the San Diego Superior Courthouse, 330 W Broadway, San Diego, California 92101.

NOTICE OF CONTINUED INITIAL CASE MANAGEMENT CONFERENCE

1 Dated: December 12, 2022

CROSNER LEGAL, PC

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4 

5 Michael Crosner, Esq.
6 Zach Crosner, Esq.
7 Chad Saunders, Esq.
8 Craig Straub, Esq.

9 Attorneys for Plaintiff TREVOR
10 DAVENPORT
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PROOF OF SERVICE

Trevor Davenport v. Liberty Media Corporation et al.
Superior Court County of San Diego Case No. 37-2022-00044468-CU-MC-CTL

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On ~~11/17/2022~~ ^{11/17/2023}, I served true copies of the following document(s) described as

1 2 7 , & (2) & 2 1 7 , 1 8 (' , 1 , 7 , \$ / & \$ 6

SEE ATTACHED SERVICE LIST

on the interested parties in this action as follows:

___ BY EMAIL OR ELECTRONIC TRANSMISSION. Based on an agreement of the parties to accept service by email or electronic transmission, I caused the document(s) to be sent from agutierrez@crosnerlegal.com to the person(s) at the email addresses listed in the service list. The email or electronic transmission was sent on the date below.

___ BY FACSIMILE TRANSMISSION. I transmitted copies of the above-referenced document(s) on the interested parties in this action by facsimile transmission from (310) 510-6429. A transmission report was properly issued by the transmitting facsimile machine and the transmission was reported as complete and without error.

XX BY UNITED STATES POSTAL SERVICE. I enclosed the documents in electronic pdf format and submitted them electronically into the mail provider, Letterstream, Inc.'s, online mail portal (letterstream.com) to be mailed addressed to the entities and/or persons listed in the Service List as set forth herein. I caused an envelope containing the documents to be placed for collection and mailing and to be mailed by First Class Mail, following our law firm and Letterstream, Inc.'s ordinary business practices. I am readily familiar with our business practices and the business practices of Letterstream, Inc. for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. Pursuant to that practice, the above-referenced document(s) were sealed in an envelope, with postage paid, and deposited with a a post office, mail box, sub-post office, substation, mail chute, or other facility or postal pick up/drop off regularly maintained by the United States Postal Service or an affiliate thereof, at or near Phoenix, Arizona.

PROOF OF SERVICE

1 I declare under penalty of perjury under the laws of the United States of America that the foregoing
2 is true and correct and that I am employed in the office of a member of the bar of this Court at
3 whose direction the service was made.

4 Executed on December 22, 2022, at Los Angeles, California.

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6 Ashley Gutierrez

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PROOF OF SERVICE

SERVICE LIST

Trevor Davenport v. Liberty Media Corporation et al.
Superior Court County of San Diego Case No. 37-2022-00044468-CU-MC-CTL

Attorneys for Defendant

Rachel Lowe, Esq.
Kathy Huang, Esq.
Alston & Bird LLP
333 S Hope St, Fl 16
Los Angeles, CA 90071-1410
Phone: 213-576-1000 | Fax: 213-576-1100
Email: rachel.lowe@alston.com
kathy.huang@alston.com

Liberty Media Corporation et al.

PROOF OF SERVICE



Crosner Legal, PC
9440 Santa Monica Blvd., Ste. 301
Beverly Hills CA 90212

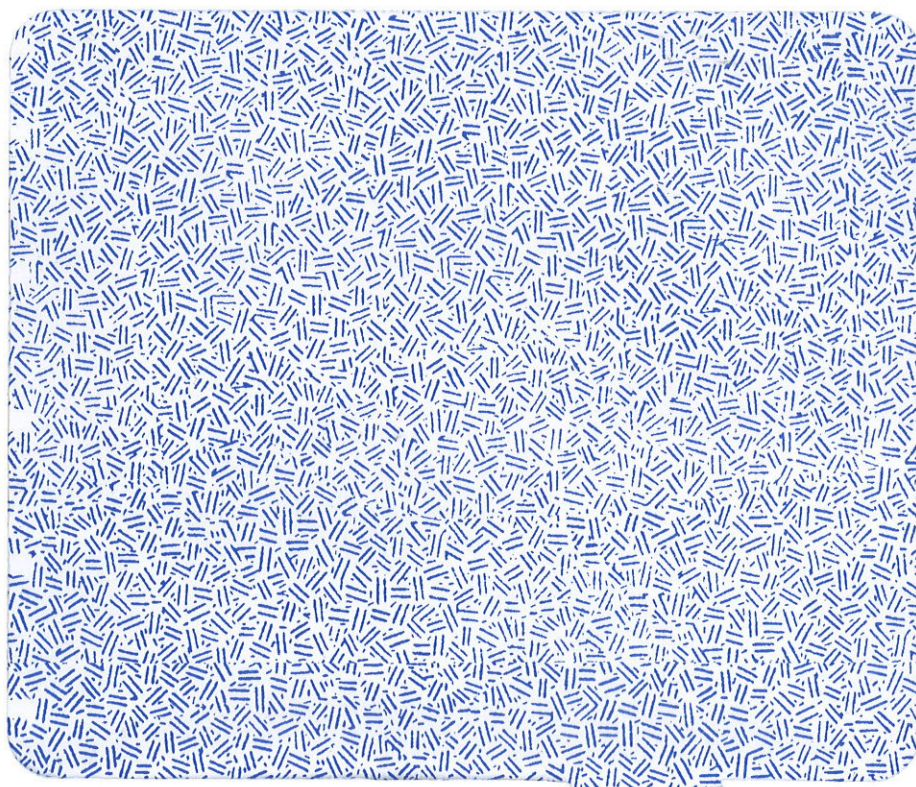
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Rachel Lowe, Esq./Kathy Huang, Esq.
Alston & Bird LLP
333 S Hope St, Fl 16
Los Angeles CA 90071-1410
USA



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CROSNER LEGAL, P.C.

Michael R. Crosner (SBN 41299)
Zachary M. Crosner (SBN 272295)
Chad A. Saunders (SBN 257810)
Craig W. Straub (SBN 249032)
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (310) 496-5818
Fax: (310) 510-6429
mike@crosnerlegal.com
zach@crosnerlegal.com
chad@crosnerlegal.com
craig@crosnerlegal.com

Attorneys for Plaintiff

[Additional Counsel Appear on Signature Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

TREVOR DAVENPORT, on behalf of
himself and all others similarly situated and
aggrieved,

Plaintiff,

v.

LIBERTY MEDIA CORPORATION, a
Delaware corporation; FORMULA ONE
GROUP; FORMULA ONE DIGITAL
MEDIA LIMITED; and DOES 1 to 50,
inclusive,

Defendants.

Case No.: 37-2022-00044468-CU-MC-CTL

CLASS ACTION

Assigned for All Purposes to:
Judge Ronald F. Frazier
Department C-65

(*CIVIL UNLIMITED MATTER*)
IMAGE FILE—Civil Unlimited
(Mandatory eFILE Case)

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S EX PARTE REQUEST FOR
CONTINUANCE OF INITIAL CASE
MANAGEMENT CONFERENCE**

1 The Court has read and considered Plaintiff's Ex Parte Request for Continuance of the Initial
2 Case Management Conference.

3 Good cause appearing, IT IS ORDERED that:

4 The initial Case Management Conference is hereby continued by sixty (60) days. Therefore,
5 the initial Case Management Conference is set for _____.

6 **IT IS SO ORDERED.**

7
8 Dated: _____

THE HONORABLE RONALD F. FRAZIER
SUPERIOR COURT JUDGE

CROSNER LEGAL, P.C.

Michael R. Crosner (SBN 41299)
Zachary M. Crosner (SBN 272295)
Chad A. Saunders (SBN 257810)
Craig W. Straub (SBN 249032)
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (310) 496-5818
Fax: (310) 510-6429
mike@crosnerlegal.com
zach@crosnerlegal.com
chad@crosnerlegal.com
craig@crosnerlegal.com

Attorneys for Plaintiff

[Additional Counsel Appear on Signature Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

TREVOR DAVENPORT, on behalf of
himself and all others similarly situated and
aggrieved,

Plaintiff,

v.

LIBERTY MEDIA CORPORATION, a
Delaware corporation; FORMULA ONE
GROUP; FORMULA ONE DIGITAL
MEDIA LIMITED; and DOES 1 to 50,
inclusive,

Defendants.

Case No.: 37-2022-00044468-CU-MC-CTL

CLASS ACTION

Assigned for All Purposes to:
Judge Ronald F. Frazier
Department C-65

(*CIVIL UNLIMITED MATTER*)
IMAGE FILE—Civil Unlimited
(Mandatory eFILE Case)

**PLAINTIFF'S EX PARTE REQUEST FOR
CONTINUANCE OF INITIAL CASE
MANAGEMENT CONFERENCE**

CMC Date: December 22, 2022
Time: 10:15 a.m.
Judge: Hon. Ronald F. Frazier
Dept: C-65

JURY TRIAL DEMANDED

Pursuant to Local Rule 2.1.9, Plaintiff Trevor Davenport ("Plaintiff") hereby respectfully request a sixty (60) day continuance of the Initial Case Management Conference ("CMC"), which is currently scheduled to be held on December 22, 2022, at 10:15 a.m. The Declaration of Craig W. Straub ("Straub Decl.") in support of this request is filed concurrently. Defendants have represented that they do not object to the relief requested.

Good cause exists to continue the initial CMC because (1) Defendants have not answered or otherwise responded to the complaint (*see* L.R. 2.1.p "The court expects . . . all answers filed or defaults entered by the time of the initial Case Management Conference), (2) the parties are and have been discussing settlement options, and (3) Plaintiff's counsel will be out of the country during the scheduled CMC. Straub Decl., ¶ 2.

Dated: December 7, 2022

CROSNER LEGAL, P.C.

By: /s/ Craig W. Straub

CRAIG W. STRAUB

Michael R. Crosner (SBN 41299)
 Zachary M. Crosner (SBN 272295)
 Chad A. Saunders (SBN 257810)
 Craig W. Straub (SBN 249032)
 9440 Santa Monica Blvd. Suite 301
 Beverly Hills, CA 90210
 Tel: (310) 496-5818
 Fax: (310) 510-6429
 mike@crosnerlegal.com
 zach@crosnerlegal.com
 chad@crosnerlegal.com
 craig@crosnerlegal.com

LAW OFFICE OF TODD M. FRIEDMAN, P.C.
 Todd M. Friedman (SBN 216752)
 21550 Oxnard St. Suite 780,
 Woodland Hills, CA 91367
 Phone: 323-306-4234
 Fax: 866-633-0228
 tfriedman@toddfllaw.com

Attorneys for Plaintiff

PROOF OF SERVICE*Trevor Davenport v. Formula One**Superior Court County of San Diego Case No. 37-2022-00044468-CU-MC-CTL*

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On December 07, 2022, I served true copies of the following document(s) described as

**PLAINTIFF'S EX PARTE REQUEST FOR CONTINUANCE OF
INITIAL CASE MANAGEMENT CONFERENCE**

**DECLARATION OF CRAIG W. STRAUB IN SUPPORT OF
PLAINTIFF'S EX PARTE REQUEST FOR CONTINUANCE OF
INITIAL CASE MANAGEMENT CONFERENCE**

**[PROPOSED] ORDER GRANTING PLAINTIFF'S EX PARTE
REQUEST FOR CONTINUANCE OF INITIAL CASE
MANAGEMENT CONFERENCE**

SEE ATTACHED SERVICE LIST

on the interested parties in this action as follows:

____ BY EMAIL OR ELECTRONIC TRANSMISSION. Based on an agreement of the parties to accept service by email or electronic transmission, I caused the document(s) to be sent from agutierrez@crosnerlegal.com to the person(s) at the email addresses listed in the service list. The email or electronic transmission was sent on the date below.

____ BY FACSIMILE TRANSMISSION. I transmitted copies of the above-referenced document(s) on the interested parties in this action by facsimile transmission from (310) 510-6429. A transmission report was properly issued by the transmitting facsimile machine and the transmission was reported as complete and without error.

XX BY UNITED STATES POSTAL SERVICE. I enclosed the documents in electronic pdf format and submitted them electronically into the mail provider, Letterstream, Inc.'s, online mail portal (letterstream.com) to be mailed addressed to the entities and/or persons listed in the Service List as set forth herein. I caused an envelope containing the documents to be placed for collection and mailing and to be mailed by First Class Mail, following our law firm and Letterstream, Inc.'s ordinary business practices. I am readily familiar with our business practices and the business practices of Letterstream, Inc. for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. Pursuant to that practice, the above-referenced document(s) were sealed in an envelope, with postage paid, and deposited with a post office, mail box, sub-post office, substation, mail chute, or other facility or postal pick up/drop off regularly maintained by the United States Postal Service or an affiliate thereof, at or near Phoenix, Arizona.

PROOF OF SERVICE

1 I declare under penalty of perjury under the laws of the United States of America that the foregoing
2 is true and correct and that I am employed in the office of a member of the bar of this Court at
3 whose direction the service was made.

4 Executed on December 07, 2022, at Los Angeles, California.

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6 Ashley Gutierrez

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PROOF OF SERVICE

SERVICE LIST

Trevor Davenport v. Formula One
Superior Court County of San Diego Case No. 37-2022-00044468-CU-MC-CTL

Attorneys for Defendants

Rachel Lowe, Esq.
Kathy Huang, Esq.
Alston & Bird LLP
333 S Hope St, Fl 16
Los Angeles, CA 90071-1410
Phone: 213-576-1000 | Fax:
213-576-1100
Email: rachel.lowe@alston.com
kathy.huang@alston.com

LIBERTY MEDIA CORPORATON ET AL.

PROOF OF SERVICE

CROSNER LEGAL, P.C.
Michael R. Crosner (SBN 41299)
Zachary M. Crosner (SBN 272295)
Chad A. Saunders (SBN 257810)
Craig W. Straub (SBN 249032)
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (310) 496-5818
Fax: (310) 510-6429
mike@crosnerlegal.com
zach@crosnerlegal.com
chad@crosnerlegal.com
craig@crosnerlegal.com

Attorneys for Plaintiff

[Additional Counsel Appear on Signature Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

TREVOR DAVENPORT, on behalf of
himself and all others similarly situated and
aggrieved,

Plaintiff,

v.

LIBERTY MEDIA CORPORATION, a
Delaware corporation; FORMULA ONE
GROUP; FORMULA ONE DIGITAL
MEDIA LIMITED; and DOES 1 to 50,
inclusive,

Defendants.

Case No.: 37-2022-00044468-CU-MC-CTL

CLASS ACTION

Assigned for All Purposes to:
Judge Ronald F. Frazier
Department C-65

(*CIVIL UNLIMITED MATTER*)
IMAGE FILE—Civil Unlimited
(Mandatory eFILE Case)

**DECLARATION OF CRAIG W. STRAUB
IN SUPPORT OF PLAINTIFF'S EX PARTE
REQUEST FOR CONTINUANCE OF
INITIAL CASE MANAGEMENT
CONFERENCE**

CMC Date: December 22, 2022
Time: 10:15 a.m.
Judge: Hon. Ronald F. Frazier
Dept: C-65

JURY TRIAL DEMANDED

Case No.: 37-2022-00044468-CU-MC-CTL 1

DECLARATION OF CRAIG W. STRAUB IN SUPPORT OF EX PARTE REQUEST

1 I, CRAIG W. STRAUB, declare as follows:

2 1. I am an attorney duly licensed to practice before all of the courts of the State of
3 California. I am an attorney at the law firm of Crosner Legal, P.C., one of the counsel of record for
4 Plaintiff in the above-entitled action.

5 2. I make this declaration in support of Plaintiff's Ex Parte Request to Continue the
6 initial Case Management Conference by sixty (60) days.

7 3. Good cause exists to continue the initial Case Management Conference ("CMC")
8 because (1) Defendants have not answered or otherwise responded to the complaint, (2) the parties
9 are and have been discussing settlement options, and (3) Plaintiff's counsel who planned on
10 attending the CMC as the lead attorney will be out of the country during the scheduled CMC.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing
12 is true and correct. Executed December 7, 2022, at San Diego, California.

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14 /s/ Craig W. Straub
CRAIG W. STRAUB
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PROOF OF SERVICE

I, Nora Fernandez, declare:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Alston & Bird LLP, 333 South Hope Street, Sixteenth Floor, Los Angeles, California, 90071.

On March 15, 2023, I served the document(s) described as **DEFENDANTS LIBERTY MEDIA CORPORATION, FORMULA ONE GROUP, AND FORMULA ONE DIGITAL MEDIA LIMITED'S NOTICE OF REMOVAL** on the interested parties in this action by enclosing the document(s) in a sealed envelope addressed as follows: SEE ATTACHED SERVICE LIST

☒ BY MAIL: I am "readily familiar" with this firm's practice for the collection and the processing of correspondence for mailing with the United States Postal Service. In the ordinary course of business, the correspondence would be deposited with the United States Postal Service at 333 South Hope Street, Los Angeles, California, 90071 with postage thereon fully prepaid the same day on which the correspondence was placed for collection and mailing at the firm. Following ordinary business practices, I placed for collection and mailing with the United States Postal Service such envelope at Alston & Bird LLP, 333 South Hope Street, Los Angeles, California, 90071.

☐ ☐ UPS NEXT DAY AIR ☐ FEDERAL EXPRESS ☐ OVERNIGHT DELIVERY: I deposited such envelope in a facility regularly maintained by ☐ UPS ☐ FEDERAL EXPRESS ☐ OVERNIGHT DELIVERY [specify name of service: _____] with delivery fees fully provided for or delivered the envelope to a courier or driver of ☐ UPS ☐ FEDERAL EXPRESS ☐ OVERNIGHT DELIVERY [specify name of service: _____] authorized to receive documents at Alston & Bird LLP, 333 South Hope Street, Los Angeles, California, 90071 with delivery fees fully provided for.

☒ BY ELECTRONIC MAIL TRANSMISSION WITH ATTACHMENT: On this date, I transmitted the above-mentioned document(s) by electronic mail transmission with attachment to the parties at the electronic mail address set forth on the attached Service List.

☐ [State] I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

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

Executed on March 15, 2023, at Los Angeles, California.



Nora Fernandez

Trevor Davenport v. Liberty Media Corporation, et al.

SERVICE LIST

Michael R. Crosner
Zachary M. Crosner
Chad A. Saunders
Craig W. Straub
CROSNER LEGAL, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

Attorneys for Plaintiff
TREVOR DAVENPORT

Telephone: (310) 496-5818
Facsimile: (310) 510-6429
Email: mike@crosnerlegal.com
zach@crosnerlegal.com
chad@crosnerlegal.com
craig@crsonerlegal.com

CIVIL COVER SHEET

23CV0475 LAB MSB

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Trevor Davenport, on behalf of himself and all others similarly situated and aggrieved

(b) County of Residence of First Listed Plaintiff San Diego County

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

CROSNER LEGAL, P.C.

Michael R. Crosner (SBN 41299), Zachary M. Crosner (SBN 272295), Chad A. Saunders (SBN 257810), Craig W. Straub (SBN 249032)

9440 Santa Monica Blvd. Suite 301, Beverly Hills, CA 90210

(310) 496-5818

DEFENDANTS

Liberty Media Corporation, a Delaware corporation; Formula One Group; Formula One Digital Media Limited; and Does 1 to 50

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Alston & Bird LLP

Kathy J. Huang (SBN 240677), Rachel E. K. Lowe (SBN 246361) Samantha K.

Burdick (SBN 329952)

333 S. Hope Street, 16th Floor, Los Angeles, CA 90071

(213) 576-1000

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)☐ 1 U.S. Government Plaintiff☐ 3 Federal Question
(U.S. Government Not a Party)☐ 2 U.S. Government Defendant☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

(For Diversity Cases Only)

Citizen of This State ☒ 1 ☐ 1

Incorporated or Principal Place of Business In This State

☐ 4 ☐ 4Citizen of Another State ☐ 2 ☐ 2

Incorporated and Principal Place of Business In Another State

☐ 5 ☒ 5Citizen or Subject of a Foreign Country ☐ 3 ☐ 3

Foreign Nation

☐ 6 ☐ 6**IV. NATURE OF SUIT** (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities-Employment <input type="checkbox"/> 446 Amer. w/Disabilities-Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN (Place an "X" in One Box Only)☐ 1 Original Proceeding☒ 2 Removed from State Court☐ 3 Remanded from Appellate Court☐ 4 Reinstated or Reopened☐ 5 Transferred from Another District
(specify)☐ 6 Multidistrict Litigation—Transfer☐ 8 Multidistrict Litigation - Direct File**VI. CAUSE OF ACTION**Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332, 1446, and 1453 [CAFA Removal]

Brief description of cause:

Plaintiff alleges that Defendants' business practices violated California consumer statutes, among other claims.

VII. REQUESTED IN COMPLAINT:☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.C.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE March 15, 2023

SIGNATURE OF ATTORNEY OF RECORD /s/ Kathy J. Huang

FOR OFFICE USE ONLY

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

1 KATHY J. HUANG (SBN 240677)
kathy.huang@alston.com
2 RACHEL E. K. LOWE (SBN 246361)
rachel.lowe@alston.com
3 SAMANTHA K. BURDICK (SBN 329952)
sam.burdick@alston.com
4 **ALSTON & BIRD LLP**
5 333 S. Hope Street, 16th Floor
6 Los Angeles, California 90071
7 Telephone: (213) 576-1000
Facsimile: (213) 576-1100

8 Attorneys for Defendants
LIBERTY MEDIA CORPORATION;
9 FORMULA ONE GROUP; and FORMULA
ONE DIGITAL MEDIA LIMITED
10

11 **UNITED STATES DISTRICT COURT**
12 **SOUTHERN DISTRICT OF CALIFORNIA**
13

14 TREVOR DAVENPORT, on behalf of
15 himself and all others similarly situated and
aggrieved,

16 Plaintiff,

17 v.
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19 LIBERTY MEDIA CORPORATION, a
Delaware corporation; FORMULA ONE
20 GROUP; FORMULA ONE DIGITAL
MEDIA LIMITED; and DOES 1 to 50,
21 inclusive

22 Defendants.
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Case No.: **'23CV0475 LAB MSB**

**DECLARATION OF KATHY J.
HUANG IN SUPPORT OF
DEFENDANTS' NOTICE OF
REMOVAL**

DECLARATION OF KATHY J. HUANG

I, Kathy J. Huang, do hereby declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California and am a partner with the law firm of Alston & Bird LLP, attorneys of record herein for Defendants Liberty Media Corporation, Formula One Group, and Formula One Digital Media Limited (collectively “Defendants”). I make this declaration in support of Defendants’ Notice of Removal. I have personal knowledge of the facts set forth in this declaration and if called as a witness, could and would testify competently to them.

2. Defendants accepted service of the Summons and Complaint via email on March 14, 2023 and acknowledged receipt of the same in a Notice and Acknowledgment of Receipt. Attached hereto as **Exhibit 1** is a true and correct copy of that Notice and Acknowledgement.

3. Liberty Media Corporation is a Delaware corporation with its headquarters and principal place of business in Englewood, Colorado. Attached hereto as **Exhibit 2** is a true and correct copy of search results from the Delaware corporations website, [Division of Corporations - Filing \(delaware.gov\)](https://www.delaware.gov/division-of-corporations-filing), printed on March 10, 2023, confirming that Liberty Media Corporation is a Delaware corporation.

4. On information and belief, Formula One Group refers to a tracking stock and is not a corporate entity.

5. Formula One Digital Media Limited is a private limited company incorporated in England and headquartered in London, England. Attached hereto as **Exhibit 3** is a true and correct copy of Formula One Digital Media Limited’s Certificate of Incorporation reflecting that it is a private limited company incorporated in England and headquartered in London, England that was retrieved from the UK’s official Companies House registration page: [Searching the Companies House register - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/searching-the-companies-house-register)

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

3 Executed on this 15th day of March, 2023 at Los Angeles, California.

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5 /s/ Kathy J. Huang

6 Kathy J. Huang
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EXHIBIT 1

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: NAME: Zachary Crosner (SBN 272295); Chad Saunders (SBN 257810); Craig Straub (SBN249032) FIRM NAME: CROSNER LEGAL STREET ADDRESS: 9440 Santa Monica Blvd., Suite 301 CITY: Beverly Hills STATE: CA ZIP CODE: 90210 TELEPHONE NO.: 866-297-5037 FAX NO.: (310) 510-6429 E-MAIL ADDRESS: chad@crosnerlegal.com ATTORNEY FOR (Name): Trevor Davenport		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego 92101 BRANCH NAME: San Diego - Hall of Justice		
Plaintiff/Petitioner: Trevor Davenport et al. Defendant/Respondent: Liberty Media Corporation et al.		
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL		CASE NUMBER: 37-2022-00044468-CU-MC-CTL

TO (insert name of party being served): LIBERTY MEDIA CORPORATION, a Delaware corporation

NOTICE

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: 03/14/2023

Ashley Gutierrez
(TYPE OR PRINT NAME)


(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

ACKNOWLEDGMENT OF RECEIPT


This acknowledges receipt of **(to be completed by sender before mailing):**

- ☒ A copy of the summons and of the complaint.
- ☒ Other (specify): ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION
NOTICE OF ASSIGNMENT
NOTICE OF REASSIGNMENT

(To be completed by recipient):

Date this form is signed: March 14, 2023

(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,
ON WHOSE BEHALF THIS FORM IS SIGNED)


(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

Page 1 of 1

NOTICE AND ACKNOWLEDGMENT OF RECEIPT — CIVIL

EXHIBIT 2

Department of State: Division of Corporations

[Allowable Characters](#)

HOME

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

[File Number:](#) **5197148** [Incorporation Date / Formation Date:](#) **8/10/2012**
(mm/dd/yyyy)

[Entity Name:](#) **LIBERTY MEDIA CORPORATION**

[Entity Kind:](#) **Corporation** [Entity Type:](#) **General**

[Residency:](#) **Domestic** State: **DELAWARE**

[REGISTERED AGENT INFORMATION](#)

Name: **CORPORATION SERVICE COMPANY**

Address: **251 LITTLE FALLS DRIVE**

City: **WILMINGTON** County: **New Castle**

State: **DE** Postal Code: **19808**

Phone: **302-636-5401**

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like ☐ Status ☐ Status, Tax & History Information

For help on a particular field click on the Field Tag to take you to the help area.

[site map](#) | [privacy](#) | [about this site](#) | [contact us](#) | [translate](#) | [delaware.gov](#)

EXHIBIT 3

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 8915039

The Registrar of Companies for England and Wales, hereby certifies that

FORMULA ONE DIGITAL MEDIA LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 27th February 2014



N08915039M

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 27/02/2014



X32KYM2C

*Company Name
in full:* **FORMULA ONE DIGITAL MEDIA LIMITED**

Company Type: **Private limited by shares**

*Situation of Registered
Office:* **England and Wales**

*Proposed Register
Office Address:* **6 PRINCES GATE
LONDON
UNITED KINGDOM
SW7 1QJ**

I wish to adopt entirely bespoke articles

PROOF OF SERVICE

I, Nora Fernandez, declare:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Alston & Bird LLP, 333 South Hope Street, Sixteenth Floor, Los Angeles, California, 90071.

On March 15, 2023, I served the document(s) described as **DECLARATION OF KATHY J. HUANG IN SUPPORT OF DEFENDANTS' NOTICE OF REMOVAL** on the interested parties in this action by enclosing the document(s) in a sealed envelope addressed as follows: SEE ATTACHED SERVICE LIST

☒ BY MAIL: I am "readily familiar" with this firm's practice for the collection and the processing of correspondence for mailing with the United States Postal Service. In the ordinary course of business, the correspondence would be deposited with the United States Postal Service at 333 South Hope Street, Los Angeles, California, 90071 with postage thereon fully prepaid the same day on which the correspondence was placed for collection and mailing at the firm. Following ordinary business practices, I placed for collection and mailing with the United States Postal Service such envelope at Alston & Bird LLP, 333 South Hope Street, Los Angeles, California, 90071.

☐ ☐ UPS NEXT DAY AIR ☐ FEDERAL EXPRESS ☐ OVERNIGHT DELIVERY: I deposited such envelope in a facility regularly maintained by ☐ UPS ☐ FEDERAL EXPRESS ☐ OVERNIGHT DELIVERY [specify name of service: _____] with delivery fees fully provided for or delivered the envelope to a courier or driver of ☐ UPS ☐ FEDERAL EXPRESS ☐ OVERNIGHT DELIVERY [specify name of service: _____] authorized to receive documents at Alston & Bird LLP, 333 South Hope Street, Los Angeles, California, 90071 with delivery fees fully provided for.

☒ BY ELECTRONIC MAIL TRANSMISSION WITH ATTACHMENT: On this date, I transmitted the above-mentioned document(s) by electronic mail transmission with attachment to the parties at the electronic mail address set forth on the attached Service List.

☐ [State] I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

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

Executed on March 15, 2023, at Los Angeles, California.



Nora Fernandez

Trevor Davenport v. Liberty Media Corporation, et al.

SERVICE LIST

Michael R. Crosner
Zachary M. Crosner
Chad A. Saunders
Craig W. Straub
CROSNER LEGAL, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

Attorneys for Plaintiff
TREVOR DAVENPORT

Telephone: (310) 496-5818
Facsimile: (310) 510-6429
Email: mike@crosnerlegal.com
zach@crosnerlegal.com
chad@crosnerlegal.com
craig@crsonerlegal.com

1 KATHY J. HUANG (SBN 240677)
kathy.huang@alston.com
2 RACHEL E. K. LOWE (SBN 246361)
rachel.lowe@alston.com
3 SAMANTHA K. BURDICK (SBN 329952)
sam.burdick@alston.com
4 **ALSTON & BIRD LLP**
5 333 S. Hope Street, 16th Floor
Los Angeles, California 90071
6 Telephone: (213) 576-1000
7 Facsimile: (213) 576-1100

8 Attorneys for Defendant
LIBERTY MEDIA CORPORATION;
9 FORMULA ONE GROUP; and FORMULA
ONE DIGITAL MEDIA LIMITED
10

11 **UNITED STATES DISTRICT COURT**
12 **SOUTHERN DISTRICT OF CALIFORNIA**
13

14 TREVOR DAVENPORT, on behalf of
15 himself and all others similarly situated and
aggrieved,

16 Plaintiff,

17 v.

18 LIBERTY MEDIA CORPORATION, a
19 Delaware corporation; FORMULA ONE
20 GROUP; FORMULA ONE DIGITAL
21 MEDIA LIMITED; and DOES 1 to 50,
inclusive

22 Defendants.
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Case No.: '23CV0475 LAB MSB

**RULE 7.1 CORPORATE
DISCLOSURE STATEMENT AND
CIV. L.R. 40.2 NOTICE OF PARTIES
WITH FINANCIAL INTEREST**

1 Pursuant to Federal Rule of Civil Procedure 7.1(b) and Civil Local Rule 40.2,
2 the undersigned, counsel of record for Defendants LIBERTY MEDIA
3 CORPORATION; FORMULA ONE GROUP; and FORMULA ONE DIGITAL
4 MEDIA LIMITED, certifies that the following listed parties may have a pecuniary
5 interest in the outcome of this case:

6 Defendant Liberty Media Corporation, which has no parent corporation and no
7 publicly held corporation owns 10% or more of its stock.

8 Defendant Formula One Digital Media Limited, which is a wholly owned
9 subsidiary of Liberty Media Corporation, a publicly held corporation.

10 Defendant Formula One Group refers to a tracking stock. It is not a corporate
11 entity.

12 Plaintiff Trevor Davenport.

13
14 DATED: March 15, 2023 Respectfully submitted,

15
16 **ALSTON & BIRD LLP**

17 /s/ Kathy J. Huang

18 Kathy J. Huang
19 Rachel E. K. Lowe
20 Samantha K. Burdick
21 Attorneys for Defendants,
LIBERTY MEDIA CORPORATION;
FORMULA ONE GROUP; and FORMULA
ONE DIGITAL MEDIA LIMITED

PROOF OF SERVICE

I, Nora Fernandez, declare:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Alston & Bird LLP, 333 South Hope Street, Sixteenth Floor, Los Angeles, California, 90071.

On March 15, 2023, I served the document(s) described as **RULE 7.1 CORPORATE DISCLOSURE STATEMENT AND CIV. L.R. 40.2 NOTICE OF PARTIES WITH FINANCIAL INTEREST** on the interested parties in this action by enclosing the document(s) in a sealed envelope addressed as follows: SEE ATTACHED SERVICE LIST

☒ BY MAIL: I am "readily familiar" with this firm's practice for the collection and the processing of correspondence for mailing with the United States Postal Service. In the ordinary course of business, the correspondence would be deposited with the United States Postal Service at 333 South Hope Street, Los Angeles, California, 90071 with postage thereon fully prepaid the same day on which the correspondence was placed for collection and mailing at the firm. Following ordinary business practices, I placed for collection and mailing with the United States Postal Service such envelope at Alston & Bird LLP, 333 South Hope Street, Los Angeles, California, 90071.

☐ ☐ UPS NEXT DAY AIR ☐ FEDERAL EXPRESS ☐ OVERNIGHT DELIVERY: I deposited such envelope in a facility regularly maintained by ☐ UPS ☐ FEDERAL EXPRESS ☐ OVERNIGHT DELIVERY [specify name of service: _____] with delivery fees fully provided for or delivered the envelope to a courier or driver of ☐ UPS ☐ FEDERAL EXPRESS ☐ OVERNIGHT DELIVERY [specify name of service: _____] authorized to receive documents at Alston & Bird LLP, 333 South Hope Street, Los Angeles, California, 90071 with delivery fees fully provided for.

☒ BY ELECTRONIC MAIL TRANSMISSION WITH ATTACHMENT: On this date, I transmitted the above-mentioned document(s) by electronic mail transmission with attachment to the parties at the electronic mail address set forth on the attached Service List.

☐ [State] I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

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

Executed on March 15, 2023, at Los Angeles, California.



Nora Fernandez

Trevor Davenport v. Liberty Media Corporation, et al.

SERVICE LIST

Michael R. Crosner
Zachary M. Crosner
Chad A. Saunders
Craig W. Straub
CROSNER LEGAL, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

Attorneys for Plaintiff
TREVOR DAVENPORT
Telephone: (310) 496-5818
Facsimile: (310) 510-6429
Email: mike@crosnerlegal.com
zach@crosnerlegal.com
chad@crosnerlegal.com
craig@crsonerlegal.com

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Formula 1 Streaming Lawsuit Alleges Consumers Are Locked into Auto-Renewing Subscriptions Without Consent](#)
