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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT NEVADA**

CUNG LE, NATHAN QUARRY, JON FITCH,  
BRANDON VERA, LUIS JAVIER  
VAZQUEZ, and KYLE KINGSBURY, On  
Behalf of Themselves and All Others Similarly  
Situated,

Plaintiffs,

v.

ZUFFA, LLC, D/B/A ULTIMATE FIGHTING  
CHAMPIONSHIP and UFC,

Defendant.

Case No. 2:15-cv-01045-RFB-BNW

**MOTION FOR PRELIMINARY APPROVAL OF THE SETTLEMENT,  
PRELIMINARY APPROVAL OF THE PLAN OF ALLOCATION,  
APPROVAL OF THE NOTICE PLAN, AND APPROVAL OF  
THE PROPOSED SCHEDULE FOR COMPLETING THE SETTLEMENT PROCESS**

1 Plaintiffs in the action *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*,  
2 Case No. 2:15-cv-01045 (D. Nev.) (the “Action”), on behalf of themselves and the certified Class,  
3 hereby move for an order pursuant to Rule 23 of the Federal Rules of Civil Procedure:

4 1. Granting preliminary approval under Fed. R. Civ. P. 23(c)(2) and 23(e) of the settlement  
5 (“Settlement”) between the parties in the Action. Plaintiffs Cung Le, Nathan Quarry, Jon Fitch,  
6 Brandon Vera, Luis Javier Vazquez, and Kyle Kingsbury brought the Action against one defendant,  
7 Zuffa, LLC (“Defendant”). On August 9, 2023, the Court certified the Class (*see below*) and appointed  
8 all the plaintiffs in the Action, other than Nathan Quarry, as the class representatives (the “Class  
9 Representatives,” and together with Mr. Quarry, the “Plaintiffs”). *See* ECF No. 839, at 78-79.<sup>1</sup> The  
10 terms and conditions of the Settlement, which include the release and dismissal with prejudice of  
11 Plaintiffs’ claims against Defendant, are set forth in the parties’ September 26, 2024 Settlement  
12 Agreement (the “Settlement Agreement” or “SA”), which is attached as Exhibit 1 to the accompanying  
13 supplemental joint declaration of Co-Lead Class Counsel (referred to as the “Supp. Joint Decl.”).  
14 Furthermore, the Settlement, if approved, affects *only* this Action and would *not* resolve any claims  
15 being pursued in *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (D. Nev.), which are expressly  
16 carved out from the release in the Settlement Agreement. *See* SA § 10(a) & p.3 (“WHEREAS, this  
17 Settlement, if it receives Final Approval, will resolve the Action in full, but will have no effect on the  
18 *Johnson* Action, which will be separately litigated”).

19 2. Reaffirming the Court’s finding that the requirements of Fed. R. Civ. P. 23(a) and  
20 23(b)(3) are satisfied for the Class, *see* ECF No. 839, at 79 (defining the Bout Class), including for  
21 settlement and judgment purposes. The Class includes all persons who competed in one or more live  
22 professional UFC-promoted MMA bouts taking place or broadcast in the United States from December  
23 16, 2010 to June 30, 2017 (the “Class Period”). *Id.* Excluded from the Class are all persons who are not  
24 residents or citizens of the United States unless the UFC paid such persons for competing in a bout  
25 fought in the United States. *Id.*

26 3. Reaffirming the appointment of Berger Montague PC, Cohen Milstein Sellers & Toll  
27

28 <sup>1</sup> Plaintiff Nathan Quarry was proffered as a class representative for the “Identity Rights Class,” which the Court did not certify. *See generally* ECF No. 839 at 75-78.

1 PLLC, and Joseph Saveri Law Firm, LLP as Co-Lead Class Counsel for the Class under Fed R. Civ. P.  
2 23(g).<sup>2</sup>

3 4. Approving the Notice Plan articulated in the accompanying Declaration of Steven  
4 Weisbrot, Esq. of Angeion Group LLC re the Settlement Notice Plan (the “Weisbrot Settlement  
5 Decl.”), attached as Exhibit 4 to the Supp. Joint Decl., and authorizing dissemination of notice of the  
6 Settlement to the Class.

7 5. Preliminarily approving the Plan of Allocation, attached as Exhibit 2 to the Supp. Joint  
8 Decl.

9 6. Appointing Angeion Group (“Angeion”) as the Claims Administrator for the Class. (The  
10 Court previously appointed Angeion as the notice administrator for the Class, *see* ECF No. 921, ¶1.)

11 7. Appointing The Huntington National Bank as Escrow Agent.

12 8. Approving the Custodian/Escrow Agreement, dated September 26, 2024 (the “Escrow  
13 Agreement”), attached as Exhibit A to the Settlement Agreement (which itself is attached as Exhibit 1  
14 to the Supp. Joint Decl.).

15 9. Approving the establishment of the *Le v. Zuffa* Settlement Fund under the Settlement  
16 Agreement as a qualified settlement fund (“QSF”) pursuant to Internal Revenue Code Section 468B  
17 and the Treasury Regulations promulgated thereunder.

18 10. Staying litigation activity against Defendant on behalf of the Class pending final  
19 approval or termination of the Settlement.

20 11. Approving the proposed schedule for the Settlement, including setting a date for a final  
21 Fairness Hearing.

22 WHEREFORE, for the reasons set forth in the accompanying memorandum of law, supporting  
23 Supp. Joint Decl., the Weisbrot Settlement Decl., and all exhibits filed in support of this Motion,  
24 Plaintiffs respectfully request that the Court grant this motion and enter the Preliminary Approval  
25 Order filed herewith. Defendant supports this motion.

26  
27 <sup>2</sup> Co-Lead Class Counsel together with Kemp Jones, LLP, Clark Hill PLC, and other firms that worked  
28 under the direction of Co-Lead Class Counsel on behalf of the Class in the Action are collectively  
referred to as “Class Counsel.”

1 Dated: October 7, 2024

Respectfully submitted,

2 /s/ Eric L. Cramer

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