

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All persons who as the result of a mobility impairment, are considered disabled under the ADA or THRC who actually visited the public spaces, parking spaces, streets or sidewalks at Lone Star Park or would have visited Lone Star Park, but for an architectural barrier at the property.

PLEASE READ THIS NOTICE CAREFULLY

THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU. YOU MAY BENEFIT FROM READING THIS NOTICE.

WHAT THIS LAWSUIT IS ABOUT

Floyd Guy Davis (“Davis”) and Randy Snow (“Snow”), individuals who use wheelchairs, filed a class action lawsuit in the United States District Court for the Northern District of Texas against MEC Lone Star, L.P. (incorrectly sued as Magna Entertainment Corp.) (“MEC”), Grand Prairie Sports Facilities Development Corporation, Inc. (“Sports Corp”), the City of Grand Prairie, Texas, (“Grand Prairie”) alleging violations of Americans with Disabilities Act, the Rehabilitation Act, the Texas Human Resources Code, and the Texas Architectural Barrier Act at Lone Star Park in Grand Prairie, Texas (“LSP”), a horse race track with pari mutual betting.

MEC, Sports Corp, and Grand Prairie have denied liability and raised defenses. The Court has not made any decision concerning the merits of the lawsuit.

Davis, Snow, MEC, Sports Corp, and Grand Prairie have negotiated a proposed Global Settlement.

On January 11, 2008 Judge David C. Godbey preliminarily determined that this action should proceed as a class action with respect to the claims of the class described above against MEC, Sports Corp, and Grand Prairie for purposes of settlement only, with Davis and Snow as the representatives of the class and Kenneth Carden and Palmer Bailey as class counsel. The Court has granted preliminary approval of the settlement, subject to a fairness hearing which will take place at 10:30 am on April 22, 2008, in Courtroom 1358, the Earl Cabell Federal Building, 1100 Commerce Street, Dallas, Texas 75242-1003.

This notice explains the nature of the lawsuit and the terms of the settlement, and informs you of your legal rights and obligations.

NO ADMISSION OF LIABILITY

By settling this lawsuit, MEC, Sports Corp, and Grand Prairie are not admitting they have done anything wrong. MEC, Sports Corp, and Grand Prairie expressly deny that they did anything wrong.

THE PROPOSED SETTLEMENT

MEC, SPORTS CORP, AND GRAND PRAIRIE HAVE AGREED TO THE SETTLEMENT DESCRIBED BELOW. IF YOU HAVE ANY OBJECTION TO THE SETTLEMENT, YOU MUST TAKE ACTION AS DESCRIBED BELOW.

The attorneys for the class believe that this settlement is fair, reasonable, and in the best interests of the class members. The terms of the settlement are as follows:

1. Removal of Barriers. MEC, Sports Corp, and Grand Prairie have filed a plan with the Court for the removal of construction/design defects or other architectural barriers allegedly existing at Lone Star Park. The Plan requires compliance with both the Americans with Disabilities Act Accessibility Guidelines (“ADAAG”) and the Texas Accessibility Standards (“TAS”). The parties have agreed to the appointment of a Registered Accessibility Specialist licensed by the Texas Department of Licensing and Regulation, to oversee access compliance with the ADAAG and the TAS, and have agreed that class counsel may independently review barrier removal for compliance during all phases of construction.

2. Payment to each class member. MEC has agreed to pay claims of \$100 to each qualifying class member. If the Court approves the settlement at the fairness hearing and your claim is accepted, payment shall be mailed to you after you submit your claim.

3. Release. Each class member not opting out and not having a personal, physical injury as a result of an alleged architectural barrier, will, if the settlement is approved and payment made, be deemed to release and discharge forever MEC, Sports Corp, and Grand Prairie and its officers, directors, successors, predecessors, shareholders, affiliated companies, employees and agents, from all claims, irrespective of legal theory, based on any ADAAG or TAS violations and those claims that arise from violations of TAS under the Texas Human Resources Code that causes the person to be a class member.

5. Attorney's Fees and Expenses. In addition to the benefits described above, MEC, Sports Corp, and Grand Prairie will pay counsel for the class Plaintiffs’ reasonable and necessary attorneys’ fees and costs for prosecution as set forth in the Consent Decree.

BENEFITS TO THE CLASS

Class Counsel believes that this settlement is fair, reasonable, and in the best interests of the class. MEC, Sports Corp, and Grand Prairie have agreed to a remediation plan that brings Lone Star Park into compliance with ADA Accessibility Guidelines and Texas Accessibility Standards and a \$100 cash payment to members of the class who have been to the facility and his/her use and enjoyment of the property was impeded by an architectural barrier at Lone Star Park or would have visited but were deterred by the existence of an architectural barrier. In addition to the Texas Human Resources Code provision for payment of \$100 to each member of the class for violations of TAS, this settlement also guarantees complete remediation of Lone Star Park, a substantial benefit to the class, and resolves substantial issues without prolonged litigation. The members of the class will receive payment without having to hire attorneys or the time and effort of participating in separate suits and will be spared payment of any attorney's fees or litigation expenses. All payment to class counsel will be by MEC, Sports Corp, and Grand Prairie and no portion of attorneys’ fees will reduce the payment to members of the class.

FAIRNESS HEARING

At 10:30 am on April 22, 2008 a hearing will be held on the fairness of the proposed settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. The hearing will take place in the courtroom of Judge David C. Godbey, courtroom 1358, of the Earl Cabell Federal Building, 1100 Commerce Street, Dallas, Texas 75242-1003.

WHAT YOU CAN DO

1. You have the right to exclude yourself from both the class action and the settlement by filing a request for exclusion with Karen Mitchell, Clerk of the United States District Court, Room 1425, 1100 Commerce Street, Dallas, Texas 75242-1003, and by mailing a copy to Lone Star Park Class Administration PO Box 225689, Dallas, TX 75222-5689. The request for exclusion must be filed on or before March 6, 2008 and refer to the name and number of the case. If you have received a personal, physical injury as a result of an alleged architectural barrier at Lone Star Park, you are automatically excluded, unless you choose to file a claim in this case, and you do not have to file a written request for exclusion.

2. If you do not wish to exclude yourself, have no objection to the settlement, and wish to receive the payment of \$100 as a class member it will be necessary for you to provide a declaration by February 13, 2009 that you have visited Lone Star Park and your use and enjoyment of the property was impeded by an architectural barrier at the property, or you would have visited Lone Star Park but for an architectural barrier at that property and to document that you are a person with an ADA mobility impairment disability by suitable records, such as records from the social security department, doctors' records, insurance disability application records, military records, state agency records, or Medicare records. A copy of the declaration is attached to this notice. The determination of any applicant's qualifications for membership in the class may be reviewed at a hearing attended by the parties held by a United States Magistrate Judge or a special master appointed by the Court prior to payment of your claim. If no objection is made, your claim will be paid within 30 days of the time you make your claim AFTER the Court has approved the Consent Decree.

3. If you do object to the settlement, but do not wish to simply exclude yourself from the class action, you must submit your objection in writing to Karen Mitchell, Clerk of the United States District Court, Room 1425, 1100 Commerce Street, Dallas, Texas 75242-1003, on or before March 6, 2008. You must also mail a copy to Lone Star Park Class Administration PO Box 225689, Dallas, TX 75222-5689, by the same date. Any objection must include the name and number of the case and a statement of the reasons why you believe that the Court should find that the proposed settlement is not in the best interests of the class. If you do file an objection, but wish it to be considered, you must also appear at the fairness hearing before Judge Godbey on April 22, 2008.

If the Global Settlement is not approved, Kenneth Carden and Palmer Bailey will nonetheless seek to have the case proceed as a class action with Davis and Snow as class representatives and themselves as class counsel.

This description of the case is general and does not cover all of the issues and proceedings thus far. In order to see the complete file, you should visit the office of Karen Mitchell, Clerk of the United States District Court, Room 1425, 1100 Commerce Street, Dallas, Texas 75242-1003, who will make the files relating to this lawsuit available to you for inspection and copying at your own expense.

WHAT YOU SHOULD DO NOW

IN ORDER TO RECEIVE THE BENEFITS TO WHICH YOU ARE ENTITLED UNDER THE GLOBAL SETTLEMENT AGREEMENT OUTLINED ABOVE, YOU DO NOT NEED TO DO ANYTHING AT THIS TIME. YOU WILL NEED TO FILE THE DOCUMENTS DESCRIBED ABOVE WITH THE LONE STAR PARK CLASS ADMINISTRATION AFTER THE COURT APPROVES THE SETTLEMENT. If you are entitled to money, it will be mailed to you within thirty (30) days after you submit your claim and the Court has approved the Consent Decree. To contact Lone Star Park Class Administration call 972-263-7223 or go to lonestarpark.com or write to Lone Star Park Class Administration, PO Box 225689, Dallas, TX 75222-5689. However, if you wish, you may consult with an attorney (at your expense), exclude yourself from the case, or file objections, as described above. You also have the right to file an appearance in the case if you wish.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR TO THE JUDGE.

DECLARATION *(18 years and older)*

Pursuant to federal law (28 U.S.C. § 1746), I declare under penalty of perjury that the following is true and correct.

1. My name is _____. I am over the age of 18 and I am competent to make this declaration, I have personal knowledge of the facts contained herein, and I swear that these facts are true and correct.

2. I am a person with a mobility impairment disability, in that I use a wheelchair or scooter for mobility, or use a walker, crutches, or a cane to walk. I have attached records to this declaration showing my disability and I swear that the attached records are true and correct.

3. On or about _____ I visited the public spaces, parking spaces, streets, or sidewalks at Lone Star Park in Grand Prairie, Texas and my use and enjoyment of the property was impeded by an architectural barrier at the property, or I would have visited such property but for an architectural barrier at the property.

4. My mailing address is _____
_____. My telephone number is: (____)_____.

Signed on this _____ day of _____, 200_.

*Signature:*_____ *Print name here:*_____

MAIL THIS FORM TO:

**Lone Star Park Class Administration
P.O. Box 225689
Dallas, TX 75222-5689**

For questions, call 972-263-7223.

Please send my damage award to _____, a non-profit corporation, as a donation in my name.

*Signature:*_____

DECLARATION BY PARENT OR GUARDIAN

(Child younger than 18 years of age)

Pursuant to federal law (28 U.S.C. § 1746), I declare under penalty of perjury that the following is true and correct.

1. My name is _____. I am the parent or legal guardian of _____, a child younger than 18 years of age. I am over the age of 18 and I am competent to make this declaration, I have personal knowledge of the facts contained herein, and I swear that these facts are true and correct.

2. My minor child or ward listed in paragraph 1 above is a person with a mobility impairment disability, in that he/she uses a wheelchair or scooter for mobility, or uses a walker, crutches, or a cane to walk. I have attached records to this declaration showing his/her disability and I swear that the attached records are true and correct.

3. On or about _____ my minor child or ward visited the public spaces, parking spaces, streets, or sidewalks at Lone Star Park in Grand Prairie, Texas and his/her use and enjoyment of the property was impeded by an architectural barrier at the property, or he/she would have visited such property but for an architectural barrier at the property.

4. My mailing address is _____. My telephone number is: (____)_____.

Signed on this _____ day of _____, 200_.

Signature: _____ Print name here: _____

MAIL THIS FORM TO:

**Lone Star Park Class Administration
P.O. Box 225689
Dallas, TX 75222-5689**

For questions, call 972-263-7223.

Please send my damage award to _____, a non-profit corporation, as a donation in my minor's (child's) or ward's name.

Signature: _____