

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

**KRYSTAL LOCKETT, *et al.*, both
individually and on behalf of all others
similarly situated,**

Plaintiffs,

v.

**PINNACLE ENTERTAINMENT, INC., *et
al.*,**

Defendants.

Case No. 4:19-cv-00358-GAF

**ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS AND COLLECTIVE ACTION SETTLEMENT**

On May 2, 2023, the Court considered a motion for preliminary approval of a settlement of a class and collective action by Plaintiffs Krystal Lockett, Amber L. Caswell, Jacqueline Davis, David C. Devun, Jr., Tabatha K. Dozier, Seth B. Istre, Racal Johnson, Cynthia J. Kofron, Tonisha S. Lonzo, Nathan J. McDermott, Jeremy Mitchell, Laura Perez, and Jamaica S. Young (“Named Plaintiffs”), on behalf of themselves and all others similarly situated, and Defendants Pinnacle Entertainment, Inc. (“Pinnacle”), Ameristar Casino Council Bluffs, LLC d/b/a Ameristar Council Bluffs, Ameristar Casino East Chicago LLC d/b/a Ameristar East Chicago, Cactus Pete’s, LLC d/b/a Cactus Pete’s Resort Casino, Louisiana-I Gaming, A Louisiana Partnership in Commendam d/b/a Boomtown New Orleans, PNK (Baton Rouge) Partnership d/b/a L’Auberge Baton Rouge, PNK (Bossier City), L.L.C. d/b/a Boomtown Bossier City, PNK (Lake Charles), L.L.C. d/b/a L’Auberge Lake Charles, PNK (River City), LLC d/b/a River City, PNK Vicksburg, LLC d/b/a Ameristar Vicksburg, and Washington Trotting Association, LLC d/b/a The Meadows

(collectively, “Defendants” or “Settling Entities”). The Court has considered the Settlement Agreement and its exhibits, including the Proposed Settlement Notice; and the submissions of counsel, and hereby finds and orders as follows:

1. Unless otherwise defined herein, all terms used in this Order (the “Preliminary Approval Order”) will have the same meaning as defined in the Settlement Agreement.

2. The Court finds on a preliminary basis that the settlement memorialized in the Settlement Agreement, and filed with the Court, falls within the range of reasonableness and, therefore, meets the requirements for preliminary approval as required by Federal Rule of Civil Procedure 23(e).

3. The Court grants preliminary approval of the parties’ Settlement Agreement.

4. The Court certifies, for settlement purposes only, the following Settlement Classes pursuant to the Settlement Agreement and Fed. R. Civ. P. 23:

- a. **Missouri Minimum Wage Law – Minimum Wage Class:** All persons employed and paid a direct cash wage of the applicable Missouri minimum wage or less per hour at River City (Missouri), and for whom a deduction was taken from their wages for any amount associated with initially obtaining or thereafter renewing a state-issued gaming license at some point between February 21, 2017 and March 12, 2021. This excludes those individuals who previously requested to be excluded from the class in response to the notice of class certification.
- b. **Iowa Wage Payment Collection Law – Minimum Wage Class:** All persons employed and paid a direct cash wage of the applicable Iowa minimum wage or less per hour at Ameristar Council Bluffs (Iowa), and for whom a deduction was taken from their wages for any amount associated with initially obtaining or thereafter renewing a state-issued gaming license at some point between February 21, 2017 and March 12, 2021. This excludes those individuals who previously requested to be excluded from the class in response to the notice of class certification.
- c. **Iowa Wage Payment Collection Law – Unlawful Deduction Class:** All persons employed at Ameristar Council Bluffs (Iowa) in an hourly, non-exempt position, and for whom a deduction was taken from their wages for any amount associated with initially obtaining or thereafter renewing a

state-issued gaming license at any point between February 21, 2021 and March 12, 2021. This excludes those individuals who previously requested to be excluded from the class in response to the notice of class certification.

5. The Court appoints, for settlement purposes only, Plaintiffs Krystal Lockett and Jamaica S. Young as Class Representatives of the IWPCCL – Minimum Wage Class and IWPCCL – Unlawful Deduction Class, and Cynthia J. Kofron as Class Representative of the MMWL – Minimum Wage Class.

6. The Court appoints, for settlement purposes only, the law firms of Stueve Siegel Hanson LLP, McClelland Law Firm, P.C., and Osman & Smay, LLC, as Class Counsel for the purposes of Settlement, and the releases and other obligations therein.

7. The Court orders the parties to select a Settlement Administrator to perform duties in accordance with the terms of the Settlement Agreement.

8. The Proposed Settlement Notice to be provided as set forth in the Settlement Agreement is hereby found to be the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed class settlement and the Final Approval Hearing to all persons and entities affected by and/or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23, due process, the Constitution of the United States, the laws of the State of Missouri, the laws of the State of Iowa, and all other applicable laws. The Notice is accurate, objective, and informative, and provides members of the Settlement Classes with all of the information necessary to make an informed decision regarding their participation in the settlement and its fairness.

9. The Notice Regarding Proposed Settlement of Class and Collective Action, attached to the Settlement Agreement as Exhibit A, including the Change of Name or Address

Information Form (Form A), is approved. The Settlement Administrator is authorized to mail those documents to the Class Employees as provided in the Settlement Agreement.

10. Class Employees who wish to opt out of the Settlement must submit a written request to opt-out of the settlement no later than (a) forty-five (45) days from the date the Settlement Administrator first mails the Proposed Settlement Notice to Class Employees, or (b) thirty (30) days from the date the Settlement Administrator mails the Proposed Settlement Notice to a Class Employee's additional address, whichever date is later, provided that under no circumstances will any Class Employee be permitted to submit his or her written request to opt-out of the settlement more than seventy-five (75) days from date the Settlement Administrator first mails the Proposed Settlement Notice to Class Employees. Consistent with the Settlement Agreement, Opt In Plaintiffs who previously filed a Consent to Join the Litigation will not be provided an opportunity to opt out of the Settlement Agreement.

11. Any written objection to the settlement must be submitted to the Court no later than forty-five (45) days after the Proposed Settlement Notice is mailed to the Class Employees.

12. The Court further preliminarily certifies, for settlement purposes only, the following Settlement Collectives pursuant to the Settlement Agreement and 29 U.S.C. § 216(b):

- a. **Table Games Dealer Tip Pool Collective:** All persons employed between December 12, 2017 and March 12, 2021 as a regular Table Games Dealer and as such included within a tip pooling arrangement at a relevant Pinnacle casino, subject to the Court's Order excluding Dual-Rate Dealers/Supervisors from this Collective, and who filed a Consent to Join form to participate in this litigation. The relevant Pinnacle casinos include the following: (1) Ameristar East Chicago (Indiana); (2) Ameristar Council Bluffs (Iowa); (3) Boomtown Bossier City (Louisiana); (4) Boomtown New Orleans (Louisiana); (5) L'Auberge Baton Rouge (Louisiana); (6) L'Auberge Lake Charles (Louisiana); (7) Ameristar Vicksburg (Mississippi); (8) River City (Missouri); (9) Cactus Pete's (Nevada); and (10) The Meadows (Pennsylvania).

- b. **Gaming License Policy Collective:** All persons employed and paid a direct cash wage of \$7.25 or less per hour at a relevant Pinnacle casino between March 31, 2017 and March 12, 2021, and for whom a deduction was taken from their wages for any amount associated with initially obtaining or thereafter renewing a state-issued gaming license, and who filed a Consent to Join form to participate in this litigation. The relevant Pinnacle casinos include: (1) Ameristar Council Bluffs (Iowa); (2) Ameristar East Chicago (Indiana); (3) Ameristar Vicksburg (Mississippi); (4) Boomtown Bossier City (Louisiana); (5) Boomtown New Orleans (Louisiana); (6) L'Auberge Baton Rouge (Louisiana); (7) L'Auberge Lake Charles (Louisiana); and (8) River City (Missouri).

13. For the same reasons that the Court preliminarily finds the Settlement Agreement is fair, reasonable, and adequate under Fed. R. Civ. P. 23(e)(2), the Court likewise finds on a preliminary basis that the resolution of the Fair Labor Standards Act claims represents a fair and reasonable resolution of a *bona fide* dispute.

14. Pending the Court's decision on final approval of the settlement and entry of the Court's Final Approval Order, the Litigation and any other action or proceeding brought by or on behalf of Named Plaintiffs or any Class Member or Collective Member that asserts any claim released under the Settlement Agreement shall be stayed in each such action or proceeding.

15. Neither this Order, the Settlement Agreement, nor any other documents or information relating to the settlement of this Litigation shall constitute, be construed to be, or be admissible in this Litigation or any other proceeding as evidence: (a) that any group of similarly situated or other employees exists to maintain a collective action under the Fair Labor Standards Act, or a class action under Rule 23 of the Federal Rules of Civil Procedure, or comparable state laws or rules; (b) of an adjudication of the merits of this Litigation; (c) of an adjudication of any of the matters subject to the Releases in the Settlement Agreement; (d) that any party has prevailed in this case, (e) that the Settling Entities or the Released Parties have engaged in any wrongdoing;

or (f) that Pinnacle is an employer or joint employer of Named Plaintiffs, Class Employee, Collective Employee, or anyone else.

16. The Named Plaintiffs and Defendants are ordered to carry out the settlement according to the terms of the Settlement Agreement.

17. The Court will conduct a Final Approval Hearing on August 24, 2023, at 11:00 a.m., to determine the overall fairness of the settlement and to approve the amount of attorneys' fees and costs to Class Counsel and the Service Payments to the Named Plaintiffs. The Final Approval Hearing may be continued without further notice to Class Members. The Named Plaintiffs shall file their motion for approval of the settlement, and Class Counsel shall file their unopposed motion for attorneys' fees, costs and expenses, and the Service Payments on or before August 1, 2023.

IT IS SO ORDERED.

s/ Gary A. Fenner _____
GARY A. FENNER, JUDGE
UNITED STATES DISTRICT COURT

DATED: May 2, 2023