

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

**OFFICIAL COURT NOTICE REGARDING
PROPOSED SETTLEMENT OF CLASS AND COLLECTIVE ACTION**

You are receiving this Court-authorized Notice because you worked at one of the relevant Pinnacle Entertainment, Inc. (“Pinnacle”) casino properties during the relevant time period and may be entitled to a payment from a class and collective action lawsuit settlement.

Read this Notice carefully, as the proposed settlement will affect your rights. To receive proceeds from the settlement, you do not have to do anything in response to this Notice, as explained in further detail below.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- This Notice is directed to members of the proposed Settlement Classes (composed of a Missouri Minimum Wage Law – Minimum Wage Class, Iowa Wage Payment Collection Law – Minimum Wage Class, and Iowa Wage Payment Collection Law – Unlawful Deduction Class) and Settlement Collectives (composed of a Table Games Dealer Tip Pool Collective and Gaming License Policy Collective), as defined below:
 - (1) **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. 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).
 - (2) **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. 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).
 - (3) **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.
 - (4) **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.
 - (5) **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.
- Named Plaintiffs filed a Complaint in this Litigation, on behalf of themselves and all others similarly situated, against Pinnacle Entertainment, Inc. (“Pinnacle”) and ten of its subsidiary casino properties (listed below), alleging that they violated the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, the Missouri Minimum Wage Law (“MMWL”), Mo. Rev. Stat. §§ 290.500, *et seq.*, the Iowa Wage Payment Collection Law (“IWPCCL”), Iowa Code Ann. § 91A.1, *et seq.*, and the Iowa Minimum Wage Law (“IMWL”), Iowa Code §§ 91D.1, *et seq.*, by (1) illegally deducting costs to obtain, maintain, and renew state-issued gaming licenses from employees’ wages; and (2) creating a mandatory tip pool policy which required table games dealers to pool their tips and then used those tips to pay the Paid Time Off (“PTO”) of certain non-tipped, manager and supervisor employees. The Defendants and relevant casino properties are:
 - o Pinnacle Entertainment, Inc.
 - o Ameristar Casino Council Bluffs, LLC d/b/a Ameristar Council Bluffs (Iowa)
 - o Ameristar Casino East Chicago, LLC d/b/a Ameristar East Chicago (Indiana)
 - o Cactus Pete’s LLC d/b/a Cactus Pete’s Resort Casino (Nevada)
 - o Louisiana-I Gaming d/b/a Boomtown New Orleans (Louisiana)
 - o PNK (Baton Rouge) Partnership d/b/a L’Auberge Baton Rouge (Louisiana)
 - o PNK (Bossier City), L.L.C. d/b/a Boomtown Bossier City (Louisiana)
 - o PNK (Laker Charles), L.L.C. d/b/a L’Auberge Lake Charles (Louisiana)
 - o PNK (River City), LLC d/b/a River City (Missouri)

- o PNK Vicksburg, LLC d/b/a Ameristar Vicksburg (Mississippi)
 - o Washington Trotting Association, LLC d/b/a The Meadows (Pennsylvania)
- The Named Plaintiffs filed the Complaint as a class and collective action under the FLSA, MMWL, and IWPCCL.
 - Though Defendants (collectively, the “Settling Entities”) deny the allegations in the Complaint, the Parties have agreed to settle this dispute for the purpose of avoiding further disputes and litigation with its attendant risk, expense, and inconvenience. The Court has not made any ruling on the merits of the claims, and no Party has prevailed in the lawsuit. However, the Court has reviewed and preliminarily approved this settlement and this Notice.
 - The settlement monies are being used to pay certain current and former employees of Defendants, to pay attorneys’ fees, litigation costs, service payments, and the costs of administering the settlement. The Settling Entities will not take an adverse action against any employee covered by the settlement whether or not he or she accepts a settlement payment.
 - If you are eligible to receive an FLSA Settlement Check, you will receive the FLSA Settlement Check in the mail if the Court grants final approval of the settlement. You will receive the Rule 23 Settlement Check in the mail if the Court grants final approval of the settlement, and you do not request exclusion from the settlement (described in Section 8 below).
 - Your decisions have legal consequences for you. You have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN RESPONSE TO THIS NOTICE:	
IF YOU DO NOTHING	By NOT submitting a written request to opt-out of the settlement, you will be bound by the release of the Released Claims (defined in Section 7 of this Notice) and you will receive in the mail a Rule 23 Settlement Check and/or an FLSA Settlement Check, representing your share of the settlement fund.
IF YOU SUBMIT AN OPT OUT REQUEST	If you timely request exclusion from the settlement, you will not receive a Rule 23 Settlement Check, and you will not be bound by the release of any of the Released Claims as described in this Notice. However, you will still receive in the mail a FLSA Settlement Check representing your share of the settlement fund, if applicable. Note: If you are an Opt-In Plaintiff (meaning you previously filed a Consent to Join the Litigation), you are not eligible to opt-out of the settlement.

- These rights and options are explained more fully below.

BASIC INFORMATION

1. Why did I receive this Notice?

Settling Entities’ records show that you are a member of the proposed Settlement Classes and/or Settlement Collectives as defined above. As a member of the proposed Settlement Classes and/or Settlement Collectives, you have a right to know about the settlement of a class and collective action lawsuit that affects your rights. This Notice explains the lawsuit, the settlement, and your rights and options. The Court supervising this case is the U.S. District Court for the Western District of Missouri. The lawsuit is known as *Lockett, et al. v. Pinnacle Entertainment, Inc., et al.*, Case No. 4:19-cv-00358-GAF (the “Litigation”).

2. What is this lawsuit about?

The Complaint alleges that the Settling Entities violated the FLSA, MMWL, and/or IWPCCL, by (1) illegally deducting costs to obtain, maintain, and renew state-issued gaming licenses from employees’ wages; and (2) creating a mandatory tip pool policy which required table games dealers to pool their tips and then used those tips to pay the Paid Time Off (“PTO”) of certain non-tipped, manager and supervisor employees. The Settling Entities deny all the claims asserted in the Complaint

and maintain that all of their respective employees were paid, and have always been paid, correctly and in accordance with the law.

3. Why is there a proposed settlement?

The Court did not decide in favor of the Named Plaintiffs or the Settling Entities, and no Party prevailed. The Parties agreed to a settlement to avoid further disputes and the risk, expense, and inconvenience of litigation.

On May 2, 2023, the Court granted preliminary approval of the proposed settlement. The Court will decide whether to give final approval to the proposed settlement in a hearing scheduled for August 24, 2023 (“Final Approval Hearing”). See Section 12 below for details.

The Named Plaintiffs and their attorneys believe that this settlement is a good outcome for all individuals covered by the proposed settlement. But if you believe the settlement is not in your interests, you may be eligible to opt out of the settlement. See Section 8 below for details.

THE SETTLEMENT BENEFITS – WHAT YOU GET

4. What does the settlement provide?

The Settlement Amount, \$6,250,000 in total, fully resolves and satisfies the attorneys’ fees and costs approved by the Court, all amounts to be paid to individuals covered by the Settlement, the Court-approved service payments, and the Settlement Administrator’s fees and costs. The Settlement funds are being divided among the individuals covered by the Settlement according to an allocation formula.

5. How much is my payment and how was it calculated?

Based on the allocation formula that has been approved by the Court, you will be receiving a Rule 23 Settlement Check and/or FLSA Settlement Check, half of which is subject to deductions for applicable taxes and withholding like any other paycheck, and for which you will receive a W-2, and half of which will not be taxed at this time and will be reported on IRS Form 1099.

The Net Settlement Amount available for distribution shall be allocated as follows: 96% to the Table Games Dealer Tip Pool Collective; and 4% to the Gaming License Policy Collective, MMWL – Minimum Wage Class, IWPCCL – Minimum Wage Class, and IWPCCL – Unlawful Deduction Class. These allocations approximate the proportional damages attributable to each claim. You can be a member of one or more Class or Collective. Each Class Member and Collective Member’s estimated share of the Net Settlement Amount will be calculated by the Settlement Administrator as follows:

- a. Each **Table Games Dealer Tip Pool Collective** member’s estimated share of the Table Games Dealer Tip Pool Collective payment shall be calculated *pro rata* by comparing the number of hours that the Table Games Dealer Tip Pool Collective member worked as a regular Table Games Dealer participating in the Table Games Dealer Tip Pool at a relevant Pinnacle casino from the date three years prior to the filing of each collective member’s Consent to Join form through September 30, 2022, against the total amount of hours that all Table Games Dealer Tip Pool Collective members worked as a regular Table Games Dealer participating in the Table Games Dealer Tip Pool at a relevant Pinnacle casino during those time periods; provided, however, that each Table Games Dealer Tip Pool Collective member will be allocated a minimum gross settlement payment of \$25.00.
- b. Each **Gaming License Policy Collective, MMWL – Minimum Wage Class, IWPCCL – Minimum Wage Class, and IWPCCL – Unlawful Deduction Class** member’s estimated share of the Gaming License Policy Collective, MMWL – Minimum Wage Class, IWPCCL – Minimum Wage Class, and IWPCCL – Unlawful Deduction Class payment shall be calculated *pro rata* by comparing: (1) the amount of money that the Gaming License Policy Collective member had deducted from his or her pay associated with initially obtaining or thereafter renewing a gaming license from the date three years prior to the filing of their Consent to Join form through September 30, 2022; and (2) the amount of money that the MMWL – Minimum Wage Class, IWPCCL – Minimum Wage Class, and IWPCCL – Unlawful Deduction Class

member had deducted from his or her pay associated with initially obtaining or thereafter renewing a gaming license from February 21, 2017 through September 30, 2022; against the total amount of money that all Gaming License Policy Collective, MMWL – Minimum Wage Class, IWPCCL – Minimum Wage Class, and IWPCCL – Unlawful Deduction Class members had deducted from their pay for initially obtaining or thereafter renewing a gaming license during those time periods; provided, however, that each Gaming License Policy Collective, MMWL – Minimum Wage Class, IWPCCL – Minimum Wage Class, and IWPCCL – Unlawful Deduction Class member will be allocated a minimum gross settlement payment of \$25.00.

- c. Individuals who are in both the Gaming License Policy Collective, and either the MMWL – Minimum Wage Class, IWPCCL – Minimum Wage Class, or IWPCCL – Unlawful Deduction Class will not receive double recovery as to any portion of their claims (*i.e.*, an individual with Rule 23 damages during a time period covered by the FLSA damages may only recover from one allotment of damages for that time period).

Neither Class Counsel nor Settling Entities makes any representations concerning the tax consequences of your settlement payment. You are advised to obtain personal tax advice prior to acting in response to this Notice.

HOW YOU GET A PAYMENT

6. How do I get my payment?

To receive proceeds from the Settlement, **you do not have to do anything in response to this Notice**. If the Court grants final approval of the Settlement and you do **not** request exclusion from the settlement (described in Section 8 below), you will be bound by the release of the Released Claims described in Section 7 below, and you will receive in the mail a Rule 23 Settlement Check and/or an FLSA Settlement Check, representing your share of the settlement fund. Class Members who choose to cash or deposit their FLSA Settlement Check will further be bound by the release of the Released FLSA Claims described in Section 7 below.

7. What am I giving up if I receive proceeds from the settlement?

If you do not request exclusion from the Settlement in accordance with Section 8 below, you will be deemed to have waived, released, and forever discharged any and all federal, state, and local wage and hour claims that were or could have been asserted based on the facts alleged in the Complaint, including, but not limited to, any and all claims predicated on gaming license deductions, alleged tip-pooling violations (including any claims seeking tip credit-related or tip-pool-related damages that were or could have been asserted based on the allegations in the Complaint), whether known or unknown (“Released Claims”), against the Settling Entities and their present and former affiliates, divisions, members, joint venture partners, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, insurers or reinsurers, employee benefit plans, assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity that could be jointly liable with any of them (the “Released Parties”). Notwithstanding the foregoing, the Released Claims do not include any claims brought under the FLSA. Note: If you are an Opt-In Plaintiff (meaning you previously filed a Consent to Join the Litigation), you are not eligible to opt-out of the settlement.

In addition, Class Members who cash or deposit their forthcoming FLSA Settlement Check will be deemed to have further waived, released, and forever discharged any and all FLSA claims that were or could have been asserted based on the facts alleged in the Complaint, including, but not limited to and any and all claims predicated on gaming license deductions, alleged tip-pooling violations (including any claims seeking tip credit-related or tip-pool-related damages that were or could have been asserted based on the allegations in the Complaint), whether known or unknown (“Released FLSA Claims”).

The Released Claims and the Released FLSA Claims include liquidated or punitive damages based on said claims and are intended to include all claims described or identified herein through April 12, 2023. However, the Released Claims and the Released FLSA Claims do not apply to any rights or claims (i) that may arise after April 12, 2023, or (ii) which may not be infringed, limited, waived, released or extinguished by private agreement and/or as a result of any law, statute, or ordinance.

HOW YOU REQUEST EXCLUSION FROM OR OBJECT TO THE SETTLEMENT

8. What if I do not want to participate in the settlement?

If you do not want to participate in the Settlement and receive a Rule 23 Settlement Check, and do not wish to release any Released Claims, you must send a letter stating your desire to be excluded from the settlement, include the name of the Litigation, your name, your address, and your signature. Requests for exclusion should be sent in an envelope addressed to the Settlement Administrator as set forth in Section 13 below. Note: If you are an Opt-In Plaintiff (meaning you previously filed a Consent to Join the Litigation), you are not eligible to opt-out of the settlement.

In order to be valid, your completed request for exclusion must be received by the Settlement Administrator and be postmarked no later than **August 7, 2023**. If you timely submit a request for exclusion, you will not be eligible to receive any of the benefits under the Class Settlement or receive a Rule 23 Settlement Check. You will, however, retain whatever legal rights you may have with respect to the Released Claims described above in Section 7.

If you previously opted into the Litigation by filing a Consent to Join form, you are not eligible to opt out of the Settlement.

9. What if I want to object to the settlement?

If you do not request exclusion from the Settlement but believe the proposed Settlement is unfair or inadequate in any respect, you may object to the Settlement by filing a written objection with the Court and mailing a copy of your written objection to the Settlement Administrator.

All objections must be signed and include your address, telephone number, and the name of the Litigation. Your objection should clearly explain why you object to the proposed Settlement and must state whether you or someone on your behalf intends to appear at the Final Approval Hearing. All objections must be filed with the Court, received by the Settlement Administrator, and postmarked by no later than **August 7, 2023**. If you submit a timely objection, you may appear, at your own expense, at the Final Approval Hearing, discussed below.

Any Settlement Class Member who does not object in the manner described above shall be deemed to have waived any objections and shall forever be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees, litigation costs, the Court-approved service payments, the claims process, and any and all other aspects of the Settlement. Likewise, regardless of whether you attempt to file an objection, you will be deemed to have released all of the Released Claims as set forth above in Section 7 unless you request exclusion from the Settlement in accordance with Section 8 above.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court has determined that the lawyers at the law firms of Stueve Siegel Hanson LLP, McClelland Law Firm, P.C., and Osman & Smay, LLC are qualified to represent you and all individuals covered by this settlement. These lawyers are called "Class Counsel." You will not be charged for these attorneys. You do not need to retain your own attorney to participate as a member of this class and collective action. However, you may consult with any attorney you choose at your own expense before deciding whether to opt out of this settlement.

11. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees in an amount not to exceed 35% of the Settlement Amount plus reimbursement of \$125,000 in expenses, which will be paid from the Settlement Amount. In addition, Class Counsel will ask the Court to authorize payment from the Settlement Amount of a service payment of not more than \$7,500 each to Named Plaintiffs Krystal Lockett, Amber L. Caswell, Jacqueline Davis, David C. Devun, Jr., Tabatha K. Dozier, Seth B. Istre, Racial Johnson, Cynthia J. Kofron, Tonisha S. Lonzo, Nathan J. McDermott, Jeremy Mitchell, Laura Perez, and Jamaica S. Young, to recognize the risks they took and services to the beneficiaries of this settlement.

FINAL APPROVAL OF THE SETTLEMENT

12. When will the settlement be final and when will I receive my settlement payment?

If the Court grants Final Approval of the settlement, and you did not request exclusion from the settlement, you will receive your Rule 23 Settlement Check and/or FLSA Settlement Check in the mail a few weeks after Final Approval.

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, and the service payment to the Named Plaintiffs on August 24, 2023, in the U.S. District Court, Western District of Missouri, located at Charles Evans Whittaker U.S. Courthouse, 400 E. 9th Street, Kansas City, MO 64106. The Final Approval Hearing may be continued without further notice to Class Members and Collective Members. You are not required to appear at the hearing to participate in or to opt-out of the Settlement.

FOR MORE INFORMATION

13. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You are encouraged to read it. To the extent there is any inconsistency between this Notice and the Settlement Agreement, the provisions in the Settlement Agreement control. You may obtain a copy of the Settlement Agreement at www.pinnaclewagelawsuit.com or by sending a request, in writing, to:

Pinnacle Casino Collective Action
P.O. Box 2006
Chanhassen, MN 55317-2006
info@pinnaclewagelawsuit.com

14. How do I get more information?

If you have other questions about the settlement or require additional information, you can contact Class Counsel through the Settlement Administrator at 1-877-421-2833 or info@pinnaclewagelawsuit.com. You can also find more information about the lawsuit at www.pinnaclewagelawsuit.com.

15. What if my name or address changes before I receive my settlement payment?

If, for future reference and mailings from the Court or Settlement Administrator, you wish to change the name or address listed on the envelope in which the Class Notice was first mailed to you, then you must fully complete, execute, and mail the Change of Name and/or Address Information Form (enclosed with this Notice as Form A).

DATED: June 23, 2023

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

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

FORM A - CHANGE OF NAME AND/OR ADDRESS INFORMATION FORM

Instructions: Please complete this Change of Name and/or Address Information Form **only** if you wish to change your name and/or mailing address information.

Former Name and Mailing Address:

Name (first, middle, and last): _____

Home Street Address: _____

City: _____ State: _____ Zip Code: _____

Home Telephone Number: (_____) _____

New Name and Mailing Address:

Name (first, middle, and last): _____

Home Street Address: _____

City: _____ State: _____ Zip Code: _____

Home Telephone Number: (_____) _____

I understand that all future correspondence in this Litigation, including, but not limited to, important notices or payments to which I am entitled (if any), will be sent to the new address listed above and not to the address previously used. I hereby request and consent to use the address listed above for these purposes.

Dated: _____ Signature: _____

Print Name: _____

PLEASE RETURN THIS FORM VIA UNITED STATES MAIL TO:

Pinnacle Casino Collective Action
P.O. Box 2006
Chanhassen, MN 55317-2006
info@pinnaclewagelawsuit.com

More information is available at www.pinnaclewagelawsuit.com.