

**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
FINAL APPROVAL OF CLASS AND COLLECTIVE ACTION SETTLEMENT**

On August 24, 2023, the Court heard a motion for final 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 Plaintiffs’ Unopposed Motion for

Final Approval of Class and Collective Action Settlement (ECF Doc. 250), Plaintiffs' Unopposed Motion for Attorneys' Fees, Expenses, and Service Awards (ECF Doc. 251), and other related materials submitted by the parties, as well as the parties' presentation at the hearing on final approval, and otherwise being fully informed in the premises, hereby finds and orders as follows:

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

2. The Court has jurisdiction over the subject matter of this Litigation pursuant to 28 U.S.C. §§ 1331, 1332, and 1367, including jurisdiction over all members of the Settlement Classes certified by order dated May 2, 2023 (ECF Doc. 245), and defined as:

- 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.

3. The Court finds that the Settlement Classes satisfy the requirements of Fed. R. Civ. P. 23(a) and are maintainable under Rule 23(b)(3) for purposes of settlement of this Litigation only. In so finding, the Court does not determine whether the certification of the class would remain proper under the more stringent standard that requires a showing of, *inter alia*, manageability.

4. The Court confirms the appointments of (a) 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, and (b) the law firms of Stueve Siegel Hanson LLP, McClelland Law Firm, P.C., and Osman & Smay, LLC as Class Counsel.

5. The Notice Regarding Proposed Settlement of Class and Collective Action (“Proposed Settlement Notice”) sent to the Class members via First Class Mail adequately informed the Class Members of the terms of the Settlement Agreement, their estimated recovery if the Settlement was approved, the process available to obtain monetary relief, their right to request exclusion from the Class and pursue their own remedies, and their opportunity to file written objections and appear and be heard at the Final Approval Hearing. The Proposed Settlement Notice also adequately informed the Class Members of the contact information for the Settlement Administrator and Class Counsel. Thus, the Court finds that the Proposed Settlement Notice provided to the Class Members satisfied the requirements of Fed. R. Civ. P. Rule 23(e)(1)(B).

6. Pursuant to Fed. R. Civ. P. 23(e)(2), the Court finds that the settlement memorialized in the Settlement Agreement, and filed with the Court, is fair, reasonable, and adequate, and in the best interests of the Class Members. The Court finds that: (a) the strength of

the Class Representatives' and Class Members' claims weighed against the defenses of Defendants and the complexity, length, and expense of further litigation, support approval of the Settlement; (b) the Maximum Settlement Amount of \$6,250,000 as set forth in the Settlement Agreement is a fair, reasonable, and adequate settlement of the Named Plaintiffs' individual claims and the claims of the Settlement Classes; (c) the Settlement was reached pursuant to arm's-length negotiations between the parties; (d) the support for the Settlement expressed by Class Counsel and counsel for Settling Entities, who have significant experience representing parties in complex class actions, including those involving wage and hour claims, weighs in favor of approval of the Settlement; (e) the absence of any objections to the Settlement by Class Members supports approval of the Settlement; and (f) the Litigation has progressed to a stage where the Court and the parties could evaluate the merits of the case, potential damages, and the probable course of future litigation.

7. The Court further approves the release of FLSA claims for class members who negotiate their settlement checks as a fair and reasonable resolution of a *bona fide* dispute.

8. The Court further 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).

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

10. The Settlement Administration Costs of \$44,876 are approved and shall be paid to the Settlement Administrator from the Qualified Settlement Fund according to the procedures set forth in the Settlement Agreement.

11. The Service Payments, as set forth in the Settlement Agreement, are approved and shall be awarded and paid to Named Plaintiffs from the Qualified Settlement Fund according to the procedures set forth in the Settlement Agreement.

12. Class Counsel is awarded \$2,187,500 for attorneys' fees (35% of the fund) and \$101,517.13 for costs and expenses and will receive such payment from the Qualified Settlement Fund according to the procedures set forth in the Settlement Agreement.

13. Class Members and Collective Members shall receive their settlement shares according to the allocation formula and procedures set forth in the Settlement Agreement. Any portion of the Net Settlement Amount that is not claimed by Class Members or Collective Members because those individuals did not timely negotiate their Settlement Checks will escheat to the unclaimed property fund for the states where the Class Member or Collective Member worked.

14. The Court orders that any Class Employee who did not timely submit a written request to opt-out of the settlement is bound by the terms of the Settlement Agreement, and fully releases and discharges Settling Entities and the Released Parties from the Released Claims, but that such Class Members have not released and discharged Settling Entities and the Released Parties from the Released FLSA Claims unless and until such Class Members negotiate their Settlement Check.

15. The Court orders that any Class Member who negotiates his or her Settlement Check is bound by the terms of the Settlement Agreement and fully releases and discharges Settling Entities and the Released Parties from the Released FLSA Claims upon such negotiation of his or her Settlement Check.

16. The Court orders that all Opt-In Plaintiffs and Collective Members are bound by the terms of the Settlement Agreement and fully release and discharges Settling Entities and the Released Parties from the Released Claims and Released FLSA Claims.

17. As identified by the Settlement Administrator, the Court finds that one individual, Thomas F. Ramsey, has timely requested exclusion from the Settlement Class. This individual is (a) excluded from the Settlement Classes previously certified; (b) is not bound by the terms of the Settlement Agreement; (c) does not release Settling Entities and all other Released Parties from the Released Claims; and (d) is not entitled to participate in the Class (or Rule 23) portion of the Settlement.

18. 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.

19. This Court grants final approval of the Settlement.

20. This matter is dismissed with prejudice, without any cost to any of the parties except as provided in the Settlement Agreement. The Clerk is directed to enter judgment consistent with this Order.

IT IS SO ORDERED.

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

DATED: August 25, 2023