

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

AARON V. PERRY, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

KANSAS STAR CASINO, LLC, et al.

Defendants.

Case No. 6:24-cv-01183

**PLAINTIFF’S UNOPPOSED MOTION FOR FLSA CONDITIONAL
COLLECTIVE CERTIFICATION AND SUPPORTING MEMORANDUM**

Plaintiff Aaron V. Perry moves the Court for conditional certification of an FLSA collective and issuance of notice to these similarly situated employees. Plaintiff’s counsel has conferred with Defendants’ counsel, who do not oppose Plaintiff’s motion, consistent with the parties’ Stipulation. *See* Stipulation, attached as **Exhibit 1**.

I. Introduction

This case involves a proposed collective made up of table games dealers who participated in a mandatory tip pool at one of Defendants’ nine casino properties. The alleged common, FLSA-violating policy is that a portion of the table games dealers’ tips were paid to Dual Rate Supervisors—a dual-job role under the FLSA, *i.e.*, one worker performs two different job functions under two different titles for an employer—for Paid Time Off. Plaintiff alleged the PTO was accrued in a non-tipped, supervisory role and, as a result, could not be paid with the dealers’ pooled tips. As a result, Plaintiff seeks to void the tip credit for dealers who were paid below the minimum wage as well as seeks the return of the misappropriated tips under 29 U.S.C. § 216(b).

For the same reasons that the Court granted conditional collective certification in *James v. Kansas Star Casino, LLC.*, No. 19-2260-DDC-ADM, 2022 WL 4482477 (D. Kan. Sept. 27,

2022),¹ collective certification is appropriate here. At bottom, these workers all work or worked as table games dealers and participated in a mandatory tip pool at one of Defendants' casino properties. Plaintiff alleges, as in *James*, that these tip pools all suffered from a common structural flaw, which warrants conditional collective certification.

Against this backdrop, the parties have stipulated to conditional collective certification and have agreed to proceed with issuing notice to putative collective members, providing them the opportunity to opt-in to this litigation. *See* Ex. 1, Stipulation. To avoid burdening the Court, the parties have likewise stipulated to a notice process, notice form, and consent to join form, attached as **Exhibit 2**. These are nearly identical to what was previously approved in *James*. For the reasons discussed below, and those the Court discussed in *James*, the Court should grant Plaintiff's motion.

II. Specific Relief Sought

Plaintiff seeks an Order conditionally certifying the following collective under the FLSA:

All persons employed as table games dealers and included within a tip pooling arrangement at a casino property operated by a Defendant at any time from January 1, 2022 to March 8, 2024.

The Defendants include the following: Kansas Star Casino, LLC ("Kansas Star"), Par-A-Dice Gaming Corporation ("Par-A-Dice"), Blue Chip Casino, LLC ("Blue Chip"), Diamond Jo Worth, LLC ("Diamond Jo"), Belle of Orleans, L.L.C. ("Amelia Belle"), Red River Entertainment of Shreveport, L.L.C. ("Sam's Town Shreveport"), Treasure Chest Casino, L.L.C. ("Treasure

¹ This case is similar to *James*, which involved the same entities and same group of table games dealers and resulted in an FLSA collective action settlement in 2022. *See* 2022 WL 4482477 (D. Kan. Sept. 27, 2022) (approving the settlement after discussing the nature of the claims and the relief afforded by the settlement). Plaintiff's counsel here represented the workers in *James*, and, as relevant to the present case, identified that some of the tip pooling practices previously at issue allegedly continued through March 2024.

Chest”), Boyd Tunica, Inc. (“Sam’s Town Tunica”), and Valley Forge Convention Center Partners, LLC (“Valley Forge”) (collectively, “Defendants”). The relevant period for the proposed collective extends from January 1, 2022 (the day after the release in the *James* litigation) to March 8, 2024 (the date when Plaintiff understands the tip pooling practice at issue ceased).

To facilitate the issuance of notice to the proposed collective, Plaintiff requests that the Court give effect to the parties’ Stipulation (Ex. 1) and agreed Notice Plan (Ex. 2). The Stipulation outlines an agreement between the parties to send notice to putative collective members and sets out an agreed notice plan, a notice form, and a consent to join form that was blessed by the Court in *James*. See *James*, 2:19-cv-02260, Docs. 80, 83 (requesting approval of nearly identical notice plan and Order approving same).

III. The Parties Have Stipulated to Conditional Certification

Plaintiff Aaron Perry is employed as a table games dealer at Defendant Kansas Star’s casino property. In his Complaint, Plaintiff alleges that Defendants violated the FLSA by implementing and maintaining an invalid tip pool for table games dealers. See Compl., Doc. 1 at ¶¶ 18-31. As part of their pre-suit settlement discussions, the parties have reached a stipulation as to conditional collective certification to provide notice and an opportunity to opt-in to putative collective members. Ex. 1, Stipulation at ¶¶ 1–2. The Parties further stipulated that timely filed consent to join forms would be deemed filed for limitations purposes as of January 1, 2024, and stipulated to a notice process. *Id.* at ¶¶ 2, 6. Based on the parties’ Stipulation, Plaintiff now seeks conditional collective certification so these workers may receive notice and the ability to opt-in to the case.

IV. The Factual Allegations Supporting Conditional Collective Certification

A. Plaintiff Alleges Defendants Include Non-Tipped, Manager or Supervisor Employees in the Table Games Dealers’ Mandatory Tip Pool

Defendants are companies that operate casinos in seven states and are part of the same corporate gaming organization. Compl., at ¶¶ 8–17. Plaintiff is employed by Defendant Kansas Star as a table games dealer at Defendant’s casino property in Mulvane, Kansas. *Id.* at ¶ 7.

Plaintiff alleges a common FLSA violation across the Defendant-casinos for table games dealers participating in mandatory tip pool. Plaintiff alleges that Defendants have violated the FLSA’s tip pool and tip credit requirements by distributing tips from the tables games dealers’ mandatory tip pool to Dual-Rate Supervisors. *Id.* at ¶¶ 18-31.

To understand the claim, it is necessary to understand the nature of Defendants’ Dual-Rate Supervisors. Defendants employ certain workers in their Table Games Departments under the dual rate supervisor job title “Dual Dealer 21 S/U Supervisor” (“Dual Rate Supervisor”), which includes employment in two occupations: (1) floor supervisor; and (2) table games dealer. The United States Department of Labor refers to this type of employment as a “dual job” situation. *Id.* at ¶ 20.

With respect to Dual Rate Supervisors’ employment as a floor supervisor (a non-tipped occupation), these employees are paid a regularly hourly rate above the federal minimum wage (averaging between approximately \$19 per hour and \$29 per hour). Hours worked in their employment as a floor supervisor are separately tracked and paid as such in Defendants’ timekeeping and payroll records. *Id.* at ¶ 21.

With respect to Dual Rate Supervisors’ employment as a table games dealer (a non-exempt, hourly position that customarily and regularly receives tips and participates in a mandatory tip pooling arrangement), Defendants pay a different pay rate, including some who are paid a direct cash wage below the minimum wage. Under the FLSA, a direct cash wage below minimum wage must be at least \$2.13 per hour, and the employer is able to count a limited amount of the

employee's tips (as re-distributed by the employer to the employee under a valid tip pooling arrangement) as a partial credit to satisfy the difference between the direct cash wage and the required federal minimum wage. *See* 29 U.S.C. § 203(m)(2)(A). The credit allowed on account of tips may be less than that permitted by statute, but it cannot be more. To illustrate, if a Defendant pays a table games dealer a cash wage of say \$4.25 per hour, the amount of the "tip credit" would be \$3 (the difference between the employee's direct cash wage of \$4.25 and the federal minimum wage of \$7.25) – on the assumption further that the amount of tips actually received by the tipped employee (as re-distributed by Defendant according to the mandatory tip pooling arrangement) is enough to make up the difference between the employee's direct cash wage and the federal minimum wage; if not, the Defendant must make up the difference to ensure the employee is paid at least the required minimum wage for all hours worked in their employment as a table games dealer. Compl., at ¶ 22.

Plaintiff alleges that, when Defendants' Dual Rate Supervisors take PTO, Defendants' substantially similar policy or practice is that Dual Rate Supervisors are paid on the false assumption that they are employed as a table games dealer and that they accrued most or all of their PTO hours while working as a table games dealer, even though most or even just some of these employees' PTO hours were accrued in their employment as a floor supervisor. PTO hours accrued in their employment as a floor supervisor (a non-tipped occupation that Plaintiff also alleges constitutes a manager or supervisor) should not be included in any valid tip pooling arrangement among table games dealers. But that is what Defendants have done through March 2024. *Id.* at ¶ 22.

B. Plaintiff’s Factual Allegations Give Rise a Common FLSA Violation with Common Remedies

As a result, Plaintiff alleges that Defendants have violated the FLSA in three ways: (1) Defendants are violating the FLSA’s requirement that all tips received by the tipped employee must be retained by the employee except for a valid tip pooling arrangement; (2) Defendants are violating the FLSA’s prohibition against the pooling of tips among employees who do not customarily and regularly receive tips; and (3) Defendants are violating the FLSA’s requirement that it “not keep tips received by its employees for any purposes, including allowing managers or supervisors to keep any portion of the employees’ tips, regardless of whether or not the employer takes a tip credit” – *see* 29 U.S.C. § 203(m), as amended by the Consolidated Appropriations Act, 2018 (signed March 23, 2018), along with such section as was in effect prior to then, and all applicable regulations. Compl., at ¶ 27.

Plaintiff seeks common remedies under the FLSA for: (1) the tip credit taken (*i.e.*, the difference between the direct cash wage and the required federal minimum wage) or, put in other words, the amount of the unpaid minimum wages, (2) all tips that were unlawfully kept by Defendant and then improperly redistributed as payment of PTO hours (and other forms of paid leave) accrued by Dual Rate Supervisors in their employment as a floor supervisor, (3) an additional equal amount as liquidated damages, and (4) a reasonable attorneys’ fee and costs of this action. *Id.* at ¶ 30.

V. Argument

The members of the proposed collective are “similarly situated” under the lenient Tenth Circuit standard, warranting conditional certification as an FLSA collective action for purposes of sending notice of this action to members of the defined collective.

The FLSA provides that an employee may bring a collective action on behalf of other employees who are “similarly situated.” 29 U.S.C. § 216(b). A lawsuit brought under the FLSA does not become a “collective” action unless other plaintiffs opt in by giving written consent. *Shepherd v. Aramark Uniform & Career Apparel, LLC*, 2016 WL 5817074, at *1 (D. Kan. Oct. 5, 2016). The Tenth Circuit has approved a two-step approach to determining whether putative collective action members are “similarly situated” for purposes of Section 216(b). *Thiessen v. GE Capital Corp.*, 267 F.3d 1095, 1105 (10th Cir. 2001). Under this approach, the Court typically makes an initial “notice stage” determination whether putative collective action members are “similarly situated.” *Id.* at 1102. The standard for conditional certification at the notice stage is lenient. It requires “nothing more than substantial allegations that the putative class members were together the victims of a single decision, policy, or plan.” *Id.* (quotation marks and citations omitted). At this stage, the Court does not weigh the evidence, resolve factual disputes or rule on the merits of plaintiff’s claims. *Swartz v. D-J Eng’g, Inc.*, 2013 WL 5348585, at *5 (D. Kan. Sept. 24, 2013).

Here, the members of the proposed collective are “similarly situated,” and thus the collective should be conditionally certified. Plaintiff alleges that Defendants have substantially similar PTO policies that govern PTO for hourly employees at their casino properties, such as Plaintiff. Compl., at ¶ 18. Plaintiff and all other table games dealers at the casinos operated by Defendants were subject to these policies. *Id.* at ¶¶ 30, 39–46, 50.

On essentially identical facts, this Court previously granted a contested conditional certification of a table games dealer tip pooling collective for the same group of workers for the same alleged violation. *James*, 522 F. Supp. 3d 892, 919–20 (D. Kan. 2021) (“Plaintiff alleges a common practice at each of the named casinos involving Boyd Gaming’s failure to segregate PTO

hours based on time worked as a table games dealer from those accrued as a supervisor ... So, plaintiff has provided a substantial allegation involving a common policy.”). Other Courts have reached the same conclusion in similar cases brought by Plaintiff’s counsel. *See, e.g., Lockett v. Pinnacle Ent., Inc.*, 2021 WL 960424, at *7 (W.D. Mo. Mar. 12, 2021) (Fenner, J.) (granting conditional collective certification of a very similar tip pooling claim across 10 casinos’ table games department finding “Defendants have a common policy that allegedly resulted in the use of dealers’ pooled tips to pay for dual-rate employees’ PTO hours earned while working in a supervisor capacity”); *Lipari-Williams v. Penn Nat’l Gaming, Inc.*, 2021 WL 4398023 (W.D. Mo. Sept. 24, 2021) (Bough, J.) (approving a stipulation to both class and collective certification of very similar table games dealer tip pooling claims at two casinos).

The Court should reach the same result here, particularly given that it is the subject of the parties’ Stipulation and ultimately in furtherance of settlement discussions. *See generally* Stipulation, Ex. 1.

VI. Conclusion

For the reasons discussed above, Plaintiff respectfully requests that the Court grant Plaintiff’s motion and conditionally certify the proposed FLSA collective as defined above and in the Stipulation (Ex. 1). Plaintiff further requests the Court approve the form and method of notice outlined in the Notice Plan (Ex. 2) and instruct Defendants to provide Plaintiff’s counsel with the data required by the Notice Plan within 14 days of the Court’s Order granting this motion. Plaintiff’s counsel has conferred with Defendants’ counsel and certifies that Defendants’ counsel does not oppose the requested relief.

INDEX OF EXHIBITS

Exhibit Number	Description
Ex. 1	Parties' Stipulation as to Conditional Collective Certification
Ex. 2	<ul style="list-style-type: none"> • Joint Proposed Notice Plan • Joint Proposed Notice • Joint Proposed Consent to Join Form

Dated: October 11, 2024

Respectfully submitted,

STUEVE SIEGEL HANSON LLP*/s/ Alexander T. Ricke*

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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that on October 11, 2024, a true and correct copy of the foregoing document was filed electronically with the Court's CM/ECF system, which electronically sent notice of the foregoing document to all counsel of record.

/s/ Alexander T. Ricke
ATTORNEY FOR PLAINTIFF

EXHIBIT 1

STIPULATION

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF KANSAS**

**AARON V. PERRY, individually, and on
behalf of all others similarly situated,**

Plaintiff,

v.

KANSAS STAR CASINO, LLC,

PAR-A-DICE GAMING CORPORATION,

BLUE CHIP CASINO, LLC,

DIAMOND JO WORTH, LLC,

THE BELLE OF NEW ORLEANS LLC,

**RED RIVER ENTERTAINMENT OF
SHREVEPORT, L.L.C.,**

TREASURE CHEST CASINO, L.L.C.,

BOYD TUNICA, INC., and

**VALLEY FORGE CONVENTION
CENTER PARTNERS, LLC**

Defendants.

Case No. 6:24-cv-01183

STIPULATION

Plaintiff and Defendants (the “Parties”), by and through their undersigned counsel, stipulate and agree, for purposes of this matter only, as follows:

1. The Parties stipulate to conditional certification of Plaintiff’s FLSA Tip Pooling Collective, defined as follows:

All persons employed as table games dealers and included within a tip pooling arrangement at a casino property operated by a Defendant at any time from January 1, 2022 to March 8, 2024.

2. The Parties stipulate that, as to any member of the FLSA Tip Pooling Collective for whom a timely Consent to Join is filed with the Court after issuance of the Court-approved Notice, such Consent to Join shall be deemed filed for limitations purposes as of January 1, 2024.

3. While Defendants expressly deny they have committed any wrongdoing whatsoever, to facilitate settlement discussions and to promote efficiency and conserve resources among the Parties and the Court, Defendants have agreed to stipulate to the Court's entry of an order conditionally certifying the above FLSA collective.

4. Defendants reserve the right to seek decertification of the FLSA Tip Pooling Collective that is subject to the Parties' stipulation and Defendants do not waive any rights to oppose any motion seeking final certification of the FLSA Collective.

5. Defendants' agreement not to dispute conditional certification at this juncture reflects a compromise of disputed claims, and an effort to avoid burden and expenses associated with the present lawsuit only. Defendants' agreement is not, and shall not be construed as, an admission by Defendants in any other proceeding, nor do Defendants admit that members of the FLSA Tip Pooling Collective are similarly situated.

6. The Parties also stipulate to a notice process. The Parties worked together and agreed to a single form of Notice for the conditionally certified FLSA Tip Pooling Collective that is being submitted to the Court for approval. The Parties' Joint Proposed Notice and Notice Plan are part of **Exhibit 2** attached to Plaintiff's Unopposed Motion for Conditional Certification and Supporting Memorandum.

AGREED TO AND STIPULATED

Dated: October 11, 2024.

Respectfully submitted,

STUEVE SIEGEL HANSON LLP

/s/ Alexander T. Ricke

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ATTORNEYS FOR DEFENDANTS

EXHIBIT 2

JOINT PROPOSED NOTICE PLAN, NOTICE, AND CONSENT TO JOIN FORM

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

**AARON V. PERRY, individually, and on
behalf of all others similarly situated,**

Plaintiff,

v.

KANSAS STAR CASINO, LLC,

PAR-A-DICE GAMING CORPORATION,

BLUE CHIP CASINO, LLC,

DIAMOND JO WORTH, LLC,

THE BELLE OF NEW ORLEANS LLC,

**RED RIVER ENTERTAINMENT OF
SHREVEPORT, L.L.C.,**

TREASURE CHEST CASINO, L.L.C.,

BOYD TUNICA, INC., and

**VALLEY FORGE CONVENTION
CENTER PARTNERS, LLC**

Defendants.

Case No. 6:24-cv-01183

JOINT PROPOSED NOTICE AND NOTICE PLAN

Pursuant to their stipulation on October 11, 2024, the parties, by and through counsel, have conferred and reached an agreement with respect to a Joint Proposed Notice and Notice Plan, as follows:

First, the parties have agreed on a proposed Notice to members of the conditionally certified collectives, a copy of which is a part of Exhibit 2 to Plaintiff's Unopposed Motion for

Conditional Certification and Supporting Memorandum and incorporated herein by reference. As indicated, the parties have agreed to an opt-in period of ninety (90) days.

Second, the parties have agreed on a proposed Notice Plan as follows:

- The Notice Administrator shall send Notice, Consent to Join and pre-paid return envelope to collective members at their last known address via U.S. Mail. The Notice Administrator will re-mail any Notice returned as undeliverable based on a search for a more current address.
- Thirty (30) days after mailing, the Notice Administrator will email collective members that have not returned a Consent to Join. The email will include the text of the Notice and provide directions to electronically complete and return a Consent to Join.
- Thirty (30) days before the close of the opt-in period, the Notice Administrator will send a text message to collective members that have not returned a Consent to Join. The text message will be sent in two parts and state as follows:

This is a Court-authorized text message to inform you of your right to participate in a lawsuit seeking unpaid wages against casinos affiliated with Boyd Gaming Corporation.

To participate in the lawsuit, you must complete a Consent to Join form by [Insert Date]. To complete the Consent to Join form, please visit [Insert Link].

- The Notice Administrator will create and maintain a website. The information from the Notice will be posted on the website. A copy of the operative Complaint, the Court's Memorandum and Order (Doc. #), and any other pertinent pleadings will be posted on the website. Collective members will be able to electronically complete and submit their Consent to Join via the website.

Third, the parties have agreed that the contact information produced by Defendants for members of the conditionally certified collectives shall be designated and accorded protection as "Confidential Information" pursuant to the Agreed Protective Order (Doc. #).

WHEREFORE, Plaintiff respectfully requests an Order approving the parties' Joint Proposed Notice and Notice Plan.

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS

Perry v. Kansas Star Casino, LLC, et al.

Case No. 6:24-cv-01183

NOTICE OF CONDITIONALLY CERTIFIED COLLECTIVE ACTION LAWSUIT

PLEASE READ THIS NOTICE CAREFULLY

YOUR LEGAL RIGHTS MAY BE AFFECTED BY THIS LAWSUIT

You are receiving this Court-authorized Notice because you are a current or former employee of Kansas Star Casino, LLC (“Kansas Star”), Par-A-Dice Gaming Corporation (“Par-A-Dice”), Blue Chip Casino, LLC (“Blue Chip”), Diamond Jo Worth, LLC (“Diamond Jo”), Belle of Orleans, L.L.C. (“Amelia Belle”), Red River Entertainment of Shreveport, L.L.C. (“Sam’s Town Shreveport”), Treasure Chest Casino, L.L.C. (“Treasure Chest”), Boyd Tunica, Inc. (“Sam’s Town Tunica”), and/or Valley Forge Convention Center Partners, LLC (“Valley Forge”) (collectively, “Defendant Casinos”) who worked at a Defendant Casino during the relevant time, as more specifically described below. According to Defendant Casinos’ records, you are eligible to participate in this lawsuit to potentially recover unpaid wages and other damages under the Fair Labor Standards Act.

To participate, you must complete, sign, and return the enclosed Consent to Join Form by [90 days of mailing].

What is the Lawsuit about?

Plaintiff Aaron Perry worked as a tipped employee for Kansas Star, where he was paid a base hourly wage below the federal minimum wage of \$7.25 per hour and participated in a tip pooling arrangement. He filed a lawsuit individually and on behalf of other similarly situated employees against Defendant Casinos alleging they violated the Fair Labor Standards Act (“FLSA”) by distributing tips (or tokens) from the table games dealers’ tip pool to Dual Rate Supervisors for Paid Time Off (“PTO”) that they accrued in their capacity as a non-tipped, supervisor. Defendant Casinos contend all PTO was properly paid, consistent with relevant local token pool guidelines. They deny that they violated the FLSA.

Plaintiff Perry sought to represent similarly situated employees of the Defendant Casinos. The Court granted that request in a Memorandum and Order dated [insert date], which is why you are receiving this Notice and being given the opportunity to join this lawsuit. You may receive this Notice and information about this lawsuit in a variety of forms, including via U.S. Mail, email and text message.

The Court has not decided which side is right. By conditionally certifying this lawsuit as a collective action and issuing this notice, the Court is not suggesting that the Plaintiff will win or lose the case.

Questions or want to submit your Consent to Join Form online? Visit [website]

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS

Perry v. Kansas Star Casino, LLC, et al.

Case No. 6:24-cv-01183

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE BY RETURNING YOUR CONSENT TO JOIN FORM	<p>If you choose to be included in this lawsuit, you will be bound by its outcome, which includes sharing in any money judgment or settlement that may be secured. You give up any rights to separately sue Defendant Casinos about the same legal claim in this lawsuit.</p> <p>To be included in this lawsuit, you must complete, sign, and return the enclosed Consent to Join Form by [90 days of mailing].</p>
DO NOTHING	<p>If you do not want to participate in this lawsuit, you do not need to do anything. If you do nothing, you will not be bound by any outcome in this litigation and may retain your right to sue the Defendant Casino where you were or are employed separately. However, your statute of limitations continues to run, and you will not be able to later elect to participate in this action. Further, if this action results in a money judgment or settlement, you will not be able to receive any portion of those benefits.</p>

How do I participate in the lawsuit?

To participate in the lawsuit, you must complete, sign, and return the enclosed Consent to Join Form by [90 days of mailing]. There are two ways for you to return your Consent to Join Form:

Option 1 – Mail Your Consent to Join Form: You can mail your completed and signed Consent to Join Form to the Notice Administrator using the postage pre-paid return envelope enclosed with this Notice.

Option 2 – Electronically Submit Your Consent to Join Form: You can complete, sign, and submit your Consent to Join Form online by going to [website].

What are my options?

You have two options.

Option 1 – Participate in the Lawsuit: Your first option is to participate in this lawsuit by returning your Consent to Join Form as described above. If you do that, you will (a) join the litigation as an opt-in plaintiff, (b) be bound by any judgment in the case, and (c) have the opportunity to share in any money judgment or settlement that might be secured in this case. You will be giving up your right to separately sue the Defendant Casino where you were or are employed regarding the claim in this case.

Option 2 – Do Nothing, Do Not Participate in the Lawsuit: Your second option is to do nothing. If you do nothing, you will not participate in the lawsuit. You will not be bound by any judgment in the lawsuit and will not share in any potential money judgment or settlement. You will preserve your right to separately sue the Defendant Casino where you were or are employed regarding the

Questions or want to submit your Consent to Join Form online? Visit [website]

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS

Perry v. Kansas Star Casino, LLC, et al.

Case No. 6:24-cv-01183

claim in this case at your own expense. Your statute of limitations for the claim in this case will continue to run.

Why did I get this Notice?

You received this Notice because Defendant Casinos' records show you are a member of the following group of people that the Court authorized to receive this Notice and be given an opportunity to participate in this lawsuit:

The Collective

All persons employed as table games dealers and included within a tip pooling arrangement at a casino property operated by a Defendant at any time from January 1, 2022, to March 8, 2024.

The relevant time period is employment at any time between January 1, 2022, and March 8, 2024.

What is the Plaintiff asking for?

Plaintiff Perry is asking the Court to award him and the Collective the difference between their sub-minimum base hourly wage and the federal minimum wage (if any) for all hours worked during the relevant time period, along with their pro-rata share of tips that were distributed during that time to Dual Rate Supervisors for the PTO hours they accrued in their capacity as a non-tipped supervisor, plus liquidated damages (double the unpaid minimum wages and misappropriated tips), attorneys' fees, and costs of the lawsuit.

Do I have a lawyer?

Yes. The Court has appointed Plaintiff's counsel as counsel for the Collective, and they commonly represent the interests of the Plaintiff and all similarly situated employees that join this lawsuit. You do not have to separately pay Plaintiff's counsel. If the lawsuit results in a money judgment or settlement, Plaintiff's counsel will seek their attorneys' fees and costs as a percentage of the overall recovery, or to be separately paid by Defendant Casinos, all subject to Court approval. Plaintiff's counsel are:

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Alexander T. Ricke
Benjamin J. Stueve
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Ryan L. McClelland
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What if I have questions about this Notice or need more information?

This Notice is only a summary of your rights. If you have any questions about this Notice, how to participate in the lawsuit, or anything else, then you may contact Plaintiff's counsel through the

Questions or want to submit your Consent to Join Form online? Visit [\[website\]](#)

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS

Perry v. Kansas Star Casino, LLC, et al.

Case No. 6:24-cv-01183

Notice Administrator at [phone number] or [email]. You can also find more information about the lawsuit at [website]. A copy of the Plaintiff's Complaint outlining the claim in this lawsuit and the Court's Order authorizing this Notice are posted on the website.

The Court is not able to answer questions about the lawsuit or this Notice. Please contact Plaintiff's counsel through the Notice Administrator if you have questions or need additional information.

This is a Court approved Notice. This is not a solicitation or advertisement.

Questions or want to submit your Consent to Join Form online? Visit [website]

Consent to Join
(U.S. Mail Version)

If the pre-printed information to the left is not correct or if there is no pre-printed information, please complete the information below:

<<First>> <<Last>>

Name: _____

<<Address1>>

Address: _____

<<City>>

City: _____

<<State>> <<Zip>>

State: _____ Zip Code: _____

<<Work Location>>

Work Location: _____

<<Job Title>>

Job Title: _____

<<Company Employee ID>>

Company Employee ID: _____

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS

Perry v. Kansas Star Casino, LLC, et al.

Case No. 6:24-cv-01183

CONSENT TO JOIN

Fair Labor Standards Act of 1938, 29 U.S.C. § 216(b)

I CONSENT TO JOIN THIS LAWSUIT seeking unpaid minimum wages and other damages against Kansas Star Casino, LLC (“Kansas Star”), Par-A-Dice Gaming Corporation (“Par-A-Dice”), Blue Chip Casino, LLC (“Blue Chip”), Diamond Jo Worth, LLC (“Diamond Jo”), Belle of Orleans, L.L.C. (“Amelia Belle”), Red River Entertainment of Shreveport, L.L.C. (“Sam’s Town Shreveport”), Treasure Chest Casino, L.L.C. (“Treasure Chest”), Boyd Tunica, Inc. (“Sam’s Town Tunica”), and Valley Forge Convention Center Partners, LLC (“Valley Forge”) (collectively, “Defendant Casinos”). By joining this lawsuit, I designate Plaintiff Aaron Perry to represent me and make decisions on my behalf concerning the litigation. For purposes of this lawsuit, I choose to be represented by Plaintiff’s counsel Stueve Siegel Hanson LLP and McClelland Law Firm, P.C., and any other attorneys with whom they may associate (“Plaintiff’s counsel”). I hereby allow Plaintiff Perry, in consultation with Plaintiff’s counsel, to the fullest extent possible, to make decisions on my behalf concerning the case, the method and manner of conducting the case, including settlement, the entering of an agreement with Plaintiff’s counsel regarding payment of attorneys’ fees and court costs, and all other matters pertaining to the this lawsuit to the fullest extent permitted by law. I understand that I will be bound by any ruling, settlement, or judgment whether favorable or unfavorable. I agree to keep Plaintiff’s counsel updated as to any change in my contact information, including any change to my mailing address, email and telephone. I consent to Plaintiff’s counsel contacting me via U.S. Mail, email, telephone, and text message.

Printed Name: _____

Signature: _____

Email: _____

Telephone: _____

**THE DEADLINE FOR SUBMITTING THIS FORM IS [90 DAYS OF MAILING]
YOU CAN SUBMIT THIS FORM ONLINE AT [WEBSITE]**

Consent to Join

(Online Version)

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS*Perry v. Kansas Star Casino, LLC, et al.*

Case No. 6:24-cv-01183

CONSENT TO JOIN**Fair Labor Standards Act of 1938, 29 U.S.C. § 216(b)**

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Printed Name: _____

Signature: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Email: _____

Telephone: _____

Work Location: _____

Job Title: _____

Company Employee ID: _____

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