

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
EVANSVILLE DIVISION**

**ANITA F. ADAMS, individually, and on  
behalf of all others similarly situated,**

**Plaintiff,**

**v.**

**AZTAR INDIANA GAMING COMPANY,  
LLC d/b/a TROPICANA EVANSVILLE,**

**Defendant.**

**Case No. 3:20-cv-00143-RLY-MPB**

**CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT**

This Class and Collective Action Settlement Agreement (the “Agreement”) is made and entered into by and between Plaintiff Anita F. Adams (“Named Plaintiff”) and all members of the Settlement Class and Settlement Collective (defined below), on the one hand, and Defendant Aztar Indiana Gaming Company, LLC d/b/a Tropicana Evansville (collectively, the “Parties”), to resolve all claims and disputes which are the subject of the lawsuit filed by Named Plaintiff in the U.S. District Court for the Southern District of Indiana, *Adams v. Aztar Indiana Gaming Company, LLC d/b/a Tropicana Evansville*, No. 3:20-cv-00143-RLY-MPB (the “Litigation”).

### **RECITALS**

WHEREAS, Named Plaintiff alleges that Defendant violated the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, (“FLSA”), and Indiana Wage Payment Statute, I.C. §22-2-5-1 *et seq.* (“IWPS”), by (1) implementing a time-clock rounding policy, procedure, and practice that was used in such a manner that it resulted, over a period of time, in the failure to compensate its employees properly for all time worked, resulting in minimum wage and overtime violations; (2) failing to properly inform its tipped employees of the required tip credit provisions prior to paying them a sub-minimum direct cash wage; (3) deducting costs associated with gaming licenses from employee’s pay which reduced its employees’ compensation below the required minimum wage; and (4) miscalculating its tipped employees’ regular rate of pay for overtime purposes by paying 1.5 times the sub-minimum direct cash wage (as opposed to the full minimum wage), which resulted in unpaid overtime compensation;

WHEREAS, Named Plaintiff has sought the recovery of, among other things, minimum wages, overtime wages, straight-time wages, liquidated damages, attorneys’ fees, and costs;

WHEREAS, Defendant denies and continues to deny all of the allegations made by Named Plaintiff, and denies and continues to deny that it is liable or owes damages to anyone with respect

to the alleged facts or causes of action alleged, or that any claims asserted by Named Plaintiff may proceed on a class or collective action basis. Nonetheless, without admitting or conceding any arguments, issues, liability, or damages whatsoever, including that any claims alleged may proceed on a class or collective action basis, Defendant has agreed to settle the claims on the terms and conditions set forth in this Agreement to avoid the burden and expense of continuing to defend against the Litigation;

WHEREAS, Class Counsel (as defined below) has interviewed Named Plaintiff and other members of the Settlement Class and Settlement Collective and reviewed and analyzed documents and data produced by Defendant;

WHEREAS, Class Counsel has analyzed and evaluated the merits of the claims made against Defendant, and the impact of this Agreement on Named Plaintiff, the Settlement Class, and the Settlement Collective;

WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of litigation with respect to certain claims, including the possibility that any litigation might result in a recovery that is less favorable to the Settlement Class and Settlement Collective, and that may not occur for several years, or at all, Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Settlement Class and Settlement Collective;

WHEREAS, the Parties recognize that the outcome in the Litigation is uncertain and that achieving a final result through the litigation process would require substantial additional risk, discovery, time, and expense;

WHEREAS, the Parties desire to settle fully and finally the differences between them and have agreed to settle this case as to Named Plaintiff as well as all individuals comprising the

Settlement Class and Settlement Collective, as defined below; and

WHEREAS, the Parties agree to undertake their best efforts, including all steps and efforts that may become necessary by order of the Court, to effectuate the terms and purposes of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree, subject to approval of the Court, as follows:

### **DEFINITIONS**

1. **“Agreement.”** “Agreement” means this agreement, i.e., the Class and Collective Action Settlement Agreement, together with all of its attachments and exhibits, which the Parties understand and agree sets forth all material terms and conditions of the settlement between them, and which is subject to Court approval. It is understood and agreed that the obligations of Defendant for payment under this Agreement are conditioned on, *inter alia*, the occurrence of the Effective Date.

2. **“Class Counsel” or “Plaintiff’s Counsel.”** “Class Counsel” or “Plaintiff’s Counsel” shall mean George A. Hanson and Alexander T. Ricke of Stueve Siegel Hanson LLP, and Ryan L. McClelland and Michael J. Rahmberg of McClelland Law Firm, P.C.

3. **“Class Employees.”** “Class Employees” means the combined group of individuals in the Tip Credit Notice Class, Timeclock Rounding Class, and Miscalculated Regular Rate Class.

4. **“Collective Employees.”** “Collective Employees” means the group of individuals in the Gaming License Collective.

5. **“Class Member” or “Settlement Class.”** “Class Member” or “Settlement Class” means Named Plaintiff and all Class Employees who do not opt out of the Settlement by submitting

Opt Outs, and thus means all individuals who will become bound by the Released State Claims portion of the Judgment if the Effective Date occurs.

6. **“Collective Member” or “Settlement Collective.”** “Collective Member” or “Settlement Collective” means Named Plaintiff and all Collective Employees who become bound by the Released Federal Claims portion of the Judgment if the Effective Date occurs.

7. **“Class Representative.”** “Class Representative” means Named Plaintiff Anita F. Adams.

8. **“Complaint.”** “Complaint” means the Class and Collective Action Complaint dated June 18, 2020, filed by the Named Plaintiff in the Litigation, and any subsequent amendments thereto. *See* ECF Docs. 1, 20.

9. **“Counsel for Defendant” or “Defense Counsel.”** “Counsel for Defendant” or “Defense Counsel” shall mean Amanda E. Colvin, Charles B. Jellinek, and William J. Wortel of Bryan Cave Leighton Paisner LLP.

10. **“Court.”** “Court” refers to the Court having jurisdiction over the Litigation, at any stage; presently the U.S. District Court for the Southern District of Indiana.

11. **“Defendant.”** “Defendant” shall mean the Defendant in the Litigation, Aztar Indiana Gaming Company, LLC d/b/a Tropicana Evansville.

12. **“Effective Date.”** “Effective Date” means the date on which the Judgment becomes a Final Judgment.

13. **“Employer Payroll Taxes.”** “Employer Payroll Taxes” means all taxes and withholdings an employer is required to make arising out of or based upon the payment of employment/wage compensation in this Litigation.

14. **“Final Approval.”** “Final Approval” means the date the Court enters an Order finally approving the Settlement and dismissing the Litigation against Defendant with prejudice, while still retaining continuing jurisdiction over the administration of the settlement.

15. **“Final Approval Order.”** “Final Approval Order” means an order that grants final approval of the Agreement; grants final certification of the Settlement Class and Settlement Collective for settlement purposes only; authorizes payments to Named Plaintiff, the Settlement Class, and the Settlement Collective as provided in this Agreement; and fully and finally extinguishes (i) the Released State Claims of the Settlement Class, (ii) the Released Federal Claims of the Settlement Class upon Class Members’ negotiation of their Rule 23 Settlement Checks, and (iii) Released Federal Claims of the Settlement Collective, as set forth herein. Named Plaintiff shall submit a draft Final Approval Order, substantially in the form attached hereto as **Exhibit C**, for the Court’s review and approval.

16. **“Final Judgment.”** “Final Judgment” means the latest of: (i) the final affirmance on an appeal of the Judgment, or the expiration of time for a petition for a writ of certiorari to review the Judgment and, if certiorari is granted, the final affirmance of the Judgment following review pursuant to that grant; (ii) the final dismissal with prejudice of the last pending appeal from the Judgment or the final dismissal of any proceeding on certiorari to review the Judgment; or (iii) if no appeal is filed, the expiration of the time for the filing or noticing of any form of valid appeal from the Judgment.

17. **“Final Settlement Approval Hearing.”** “Final Settlement Approval Hearing” means a hearing set by the Court to take place at least thirty (30) days after the Opt Out Response Deadline, for the purpose of (i) determining the fairness, adequacy, and reasonableness of the Agreement terms and associated settlement pursuant to class action procedures and requirements;

(ii) approving Class Counsel’s attorneys’ fees and costs; (iii) approving the payment of the Named Plaintiff Service Payment; and (iv) entering Judgment.

18. **“FLSA Settlement Checks.”** “FLSA Settlement Checks” means the checks issued to Collective Members for their proportionate share of the Net Settlement Amount calculated in accordance with this Agreement in exchange for becoming bound by the Released Federal Claims portion of the Judgment if the Effective Date occurs. Together, the Rule 23 Settlement Checks and FLSA Settlement Checks will be referred to as “Settlement Checks.”

19. **“Gaming License Collective.”** “Gaming License Collective” means hourly, non-exempt employees of Defendant who were paid a direct hourly wage equal to or less than \$7.25 per hour and had a gaming license fee deducted from their wages at any time from June 18, 2017 through April 9, 2021 and who filed a Consent to Join form in the Litigation.

20. **“Judgment.”** “Judgment” means the judgment to be rendered by the Court pursuant to this Agreement.

21. **“Maximum Settlement Fund.”** “Maximum Settlement Fund” means \$2,100,000, which is the maximum amount that Defendant has agreed to pay to fully resolve and settle this Litigation, including any claim for attorneys’ fees and costs approved by the Court; any and all amounts to be paid to Class Members and Collective Members; the Settlement Administration Costs; any Court-approved Service Payment; and the Reserve Fund. Defendant will not be required to pay under this Agreement any more than the gross total of \$2,100,000, except for the Employer Payroll Taxes, which Defendant shall pay independent of and in addition to the Maximum Settlement Fund.

22. **“Miscalculated Regular Rate Class.”** “Miscalculated Regular Rate Class” means all current hourly, non-exempt employees of Defendant or former hourly, non-exempt employees

who voluntarily separated, who were paid a direct hourly wage that was less than \$7.25 per hour and worked more than 40 hours in any workweek from June 18, 2018 through April 20, 2022, and who received a Class Notice Form in the Litigation.

23. **“Named Plaintiff.”** “Named Plaintiff” means Anita F. Adams.

24. **“Net Settlement Amount.”** “Net Settlement Amount” means the Maximum Settlement Fund less Class Counsel’s attorneys’ fees and costs, the Service Payment, the Settlement Administration Costs, and the Reserve Fund.

25. **“Opt-In Plaintiffs.”** “Opt-In Plaintiffs” refers to Named Plaintiff and all other individuals who filed a Consent to Join form in the Litigation and who will become bound by the Released Federal Claims portion of the Judgment if the Effective Date occurs.

26. **“Opt Out” or “Opt Outs.”** “Opt Out” or “Opt Outs” means written and signed requests by Class Employees to be excluded from the Settlement Class, which are to be submitted in the manner and within the time set forth in the Proposed Settlement Notice.

27. **“Opt Out Response Deadline.”** “Opt Out Response Deadline” means the later of the date forty-five (45) days from the date the Settlement Administrator first mails the Proposed Settlement Notice to Class Employees, or thirty (30) days from the date the Settlement Administrator mails the Proposed Settlement Notice to a Class Employee’s additional address, provided that under no circumstances will the Opt Out Response Deadline be more than seventy-five (75) days from date the Settlement Administrator first mails the Proposed Settlement Notice to Class Employees.

28. **“Parties.”** “Parties” shall refer to the Named Plaintiff and Defendant.



29. **“Preliminary Approval.”** “Preliminary Approval” means the date on which the Court preliminarily approves the terms of the Parties’ Agreement and certifies a class and collective action for settlement purposes only.

30. **“Preliminary Approval Order.”** “Preliminary Approval Order” means an order to be executed and filed by the Court preliminarily approving the terms contained in this Agreement and certifying a class and collective action for settlement purposes only. Named Plaintiff shall submit a draft Preliminary Approval Order substantially in the form attached hereto as **Exhibit B**, for the Court’s review and approval.

31. **“Proposed Settlement Notice.”** “Proposed Settlement Notice” means the Notice Regarding Proposed Settlement of Class and Collective Action to be sent to Class Employees after the Court grants Preliminary Approval of the Agreement, substantially in the form attached to this Agreement as **Exhibit A**.

32. **“Released State Claims.”** “Released State Claims” means any and all state wage and hour claims that were or could have been asserted based on the facts alleged in the Complaint, including, but not limited to, those brought under the IWPS. The Released State Claims include interest and liquidated or punitive damages based on said claims, and are intended to include all claims described or identified herein through the date of Preliminary Approval.

33. **“Released Federal Claims.”** “Released Federal Claims” means any and all federal wage and hour claims that were or could have been asserted based on the facts alleged in the Complaint, including, but not limited to, those brought under the FLSA. The Released Federal Claims include interest and liquidated or punitive damages based on said claims, and are intended to include all claims described or identified herein through the date of Preliminary Approval. The Releases defined in Paragraphs 32 and 33 do not apply to any rights or claims that may arise after

the date of Preliminary Approval; nor shall any provision in this Agreement be interpreted to waive or extinguish any benefit, rights, claims, or causes of action which may not be infringed, limited, waived, released or extinguished by private agreement and/or as a result of any law, statute, or ordinance.

34. **“Released Parties.”** “Released Parties” means Defendant and its 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 (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such 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.

35. **“Reserve Fund.”** “Reserve Fund” means a fund in the amount of \$5,000, allocated from the Maximum Settlement Fund, that the Settlement Administrator may use, with approval from Defendant, to make payments to Class Members and Collective Members who dispute their Settlement Check allocation amounts, to individuals who were not identified as Class Employees or Collective Employees but have a good faith claim for participation in this settlement, or for any other reasonable purpose necessary to effectuate the settlement.

36. **“Rule 23 Settlement Checks.”** “Rule 23 Settlement Checks” means the checks issued to Class Members for their proportionate share of the Net Settlement Amount calculated in accordance with this Agreement in exchange for becoming bound by the Released State Claims portion of the Judgment if the Effective Date occurs.

37. **“Service Payment.”** “Service Payment” means the amount approved by the Court to be paid to Named Plaintiff, in addition to any Settlement Check she receives as a Class Member and/or Collective Member, in recognition of her efforts in coming forward as the Named Plaintiff, assisting in the prosecution of the Litigation, or otherwise benefiting the Settlement Class and Settlement Collective.

38. **“Settlement Administrator.”** “Settlement Administrator” refers to the settlement administrator selected by the Parties.

39. **“Settlement Administration Costs.”** “Settlement Administration Costs” means the fees and costs incurred by the Settlement Administrator in administering the settlement as described in this Agreement.

40. **“Settlement Checks.”** “Settlement Checks” means the combined group of “Rule 23 Settlement Checks” and “FLSA Settlement Checks.”

41. **“Tip Credit Notice Class.”** “Tip Credit Notice Class” means all current hourly, non-exempt employees of Defendant, or former hourly employees who voluntarily separated, who were paid a direct hourly wage that was less than \$7.25 per hour and for whom a tip credit was claimed at any time from June 18, 2018 to December 31, 2020.

42. **“Timeclock Rounding Class.”** “Timeclock Rounding Class” means all current hourly, non-exempt Table Games Dealers of Defendant, or former hourly, non-exempt Table Games Dealers who voluntarily separated, who clocked in and clocked out using ADP timekeeping software at any time from June 18, 2018 through June 30, 2021, and who received a Class Notice Form in the Litigation.

#### **PAYMENTS, SETTLEMENT FUND, AND ALLOCATION**

43. The Net Settlement Amount shall be allocated as follows: 90% to the Tip Credit Notice Class, 3% to the Timeclock Rounding Class, 1% to the Miscalculated Regular Rate Class, and 6% to the Gaming License Collective. This allocation approximates the proportional damages attributable to each group and each claim. 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 Tip Credit Notice Class member's estimated share of the Tip Credit Notice Class payment shall be calculated *pro rata* by comparing the number of hours that the Tip Credit Notice Class member worked from June 18, 2018 through December 31, 2020 while earning a base hourly wage (not including tips) that was less than \$7.25 per hour against the total amount of such hours that all Tip Credit Notice Class members worked from June 18, 2018 through December 31, 2020.

b. Each Timeclock Rounding Class member's estimated share of the Timeclock Rounding Class payment shall be calculated *pro rata* by comparing the number of shifts that the Timeclock Rounding Class member worked from June 18, 2018 through June 30, 2021 against the total amount of such shifts that all Timeclock Rounding Class members worked from June 18, 2018 through June 30, 2021.

c. Each Miscalculated Regular Rate Class member's estimated share of the Timeclock Rounding Class payment shall be calculated *pro rata* by comparing the number of overtime hours that the Miscalculated Regular Rate Class member worked from June 18, 2018 through April 20, 2022 against the total amount of overtime hours that all Miscalculated Regular Rate Class members worked from June 18, 2018 through April 20, 2022.

d. Each Gaming License Collective member's estimated share of the Gaming License Collective payment shall be calculated *pro rata* by comparing the amount of money that

the Gaming License Collective member had deducted from his or her pay for a gaming license fee from June 18, 2017 through April 9, 2021 against the total amount of money that all Gaming License Collective members had deducted from their pay for gaming license fees from June 18, 2017 through April 9, 2021.

e. To the extent any opt-in Plaintiff is not included within the class definitions due to being involuntarily separated, but would otherwise meet the class definition, the opt-in plaintiff will be eligible to participate in the class allocation based on their pro rata share.

44. Class Employees may elect to “opt out” of the Settlement Class and thus exclude themselves from the Litigation, the Settlement, and the Settlement Class. Class Employees who wish to exercise this option must comply with the instructions in the Proposed Settlement Notice attached hereto as **Exhibit A**, which is incorporated herein by this reference as though set forth in full. If the required written notification of exercising the right to opt out is not received by the Settlement Administrator from a Class Employee and postmarked on or before the Opt Out Response Deadline, then that Class Employee will be deemed to (a) have forever waived his or her right to opt out of the Settlement Class; (b) have become a member of the Settlement Class; and (c) have forever released the Released Claims against the Released Parties. Opt-In Plaintiffs and Collective Members are not eligible to “opt out” of the Settlement Class.

45. Class Employees who timely and properly exercise their right to opt out shall have no further role in the Litigation, and for all purposes shall be regarded as if they never were either a party to this Litigation or a Class Member, and thus they shall not be entitled to any benefit as a result of the Litigation, this Agreement and the settlement that it evidences, nor will they have released any claims they may have against the Released Parties.

46. Class Employees who do not opt out of the Settlement Class pursuant to Paragraph 44, i.e., Class Members, may object to the Agreement by submitting written objections to the Court and mailing copies of their written objection so that they are received by the Settlement Administrator and are postmarked no later than the Opt Out Response Deadline. Any objections must be timely submitted as required in this Paragraph or else they will be waived. The Proposed Settlement Notice shall advise Class Members of this option. The Settlement Administrator shall immediately provide copies of any such objections to Class Counsel and Counsel for Defendant.

**SERVICE PAYMENT TO NAMED PLAINTIFF**

47. The Service Payment to Named Plaintiff shall not exceed the total amount of \$10,000. The Service Payment is being sought in recognition of Named Plaintiff's efforts to pursue the claims raised in this Litigation on behalf of the Settlement Class and Settlement Collective, including assisting Class Counsel with the prosecution of this Litigation.

48. Defendant will not oppose Named Plaintiff's request for the Service Payment. In the event that the Court does not approve the amount of the Service Payment to Named Plaintiff, the settlement will proceed. This Agreement is not contingent upon the Court's approval of the request for the Service Payment in any amount. This Agreement will be modified to reflect any amount that is approved by the Court. Any amounts allocated as the Service Payment for Named Plaintiff under this Agreement, but not approved by the Court, shall be added to the Net Settlement Amount.

**PAYMENT OF ATTORNEYS' FEES AND COSTS**

49. Class Counsel will apply to the Court for approval of attorneys' fees not to exceed one third (33.3%) of the Maximum Settlement Fund, or \$700,000, plus reasonable costs and expenses. Defendant will not oppose such application. In the event that the Court does not approve

the amount of the requested attorneys' fees or costs, the settlement will proceed. This Agreement is not contingent upon the Court's approval of the requested attorneys' fees or costs in any amount and will be modified to reflect the amount(s) approved by the Court. Any amounts allocated as attorney's fees or costs under this Agreement, but not approved by the Court, shall be added to the Net Settlement Amount.

**RELEASE**

50. Upon the Effective Date and after Defendant has paid the Maximum Settlement Fund to the Qualified Settlement Fund ("QSF") pursuant to Paragraph 63, Named Plaintiff and each of the Class Members, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged all Released State Claims as defined in Paragraph 32 herein.

51. Further, upon the date(s) that Class Members negotiate their Settlement Checks they shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged all Released Federal Claims and all Released State Claims they have, had or may have against the Released Parties, and each of them, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys.

52. Opt-In Plaintiffs and Collective Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged all Released Federal Claims they have, had or may have against the Released Parties, and each of them, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, regardless of whether they negotiate their Settlement Checks.

### **THE SETTLEMENT PROCESS**

53. As soon as practicable and without undue delay, Named Plaintiff will seek the Court's Preliminary Approval of the terms of this Agreement and, upon Final Approval, to seek the Court's dismissal of the Litigation with prejudice, on the condition that the Court retain jurisdiction to administer and enforce the terms of this Agreement, to the extent allowed by law. Defendant will not oppose either motion.

54. The Parties shall provide to the Court for review and approval this Agreement, with exhibits, including (a) the proposed Preliminary Approval Order in substantially the form attached as **Exhibit B**; (b) the Proposed Settlement Notice, attached as **Exhibit A**; and such other information as the Court may request.

55. The Parties shall cooperate and take all necessary steps to effectuate judicial approval of the Agreement. Should the Court not approve the Agreement, the Parties will retain all rights and defenses in the Litigation, and all negotiations and information and materials pertaining in any way to this Agreement or the settlement of the Litigation will be inadmissible. In such an event, the Parties agree in good faith to negotiate about appropriate revisions and re-submit for the Court's approval. In the event such negotiations are unsuccessful and/or this settlement never receives final approval by the Court, the Parties will retain all rights and defenses in the Litigation, this Agreement will be deemed void ab initio, and all negotiations and information and materials pertaining in any way to this Agreement or the settlement of the Litigation will be inadmissible.

56. Within ten (10) days following the filing of this Agreement with the Court, Defendant shall serve upon the Office of the Comptroller of the Currency of the United States and the appropriate State official of each State in which any Class Member resides, as determined by



Defendant's records, a notice of the proposed settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715 ("CAFA").

57. At least thirty (30) days after the Opt Out Response Deadline the Court shall set the Final Settlement Approval Hearing. Prior to the Final Settlement Approval Hearing, Named Plaintiff will move the Court for entry of the Final Approval Order and the associated Judgment. The Parties shall make all reasonable efforts to secure entry of the Final Approval Order and the associated Judgment. At the time the motion is filed requesting Final Approval, Named Plaintiff and Class Counsel also shall make an application for attorneys' fees and costs and the Service Payment in accordance with the terms of this Agreement.

#### **SETTLEMENT ADMINISTRATION**

58. If the Court grants Preliminary Approval of this Agreement, the settlement will be administered by the Settlement Administrator. Reasonable fees and expenses of the Settlement Administrator shall be paid from Maximum Settlement Fund.

59. In no circumstances will any administration of the settlement, including issuance of the Proposed Settlement Notice, occur unless and until the Court grants Preliminary Approval as set forth in Paragraph 58. The Parties agree to the following procedure for administration of the settlement:

a. Within fourteen (14) days of Preliminary Approval, Defendant shall provide the names and addresses ("Contact Information") and payroll or other data needed for purposes of allocating the Net Settlement Amount ("Payroll Information") of Class Employees and Collective Employees to the Settlement Administrator and Class Counsel, if such Contact Information and/or Payroll Information has not previously been provided to Class Counsel.

b. Upon receipt of the Contact Information, the Settlement Administrator shall make reasonable efforts to obtain valid, current addresses for Class Employees and Collective Employees, including validating Contact Information through the national change of address database or other third-party change of address databases prior to sending the Proposed Settlement Notice and thereafter as needed.

c. Upon receipt of the Payroll Information, the Settlement Administrator shall calculate the amount of the Rule 23 Settlement Checks for each Class Employee and the amount of the FLSA Settlement Checks for each Collective Employee in accordance with Paragraph 43.

60. Within fourteen (14) days of receiving the Contact Information and the Payroll Information, the Settlement Administrator shall issue the Proposed Settlement Notice, as approved by the Court, in substantially the form attached hereto and made a part of this Settlement Agreement as **Exhibit A** to all Class Employees and Collective Employees. The Proposed Settlement Notice shall inform Class Employees of their right to opt-out of the settlement, object to the settlement, or participate in the settlement, and the approximate amount they are entitled to receive if they participate. If the Proposed Settlement Notice sent to Class Employees is returned as undeliverable, the Settlement Administrator shall promptly undertake reasonable steps including performing a skip trace to determine the Class Employee's current address and, if an additional address is located, to send the Proposed Settlement Notice to the additional address.

61. Class Employees shall have a deadline of forty-five (45) days from the date the Proposed Settlement Notice is first mailed to opt out of the settlement by fully complying with the requirements for doing so as set forth in the Proposed Settlement Notice attached hereto as **Exhibit A** ("Opt Out Response Deadline"). If the Settlement Notice sent to an Class Employee is returned as undeliverable, but the Settlement Administrator locates an additional address for the Class

Employee and thereafter sends the Proposed Settlement Notice to that additional address, then that Class Employee shall have a deadline of the earlier of thirty (30) days from the date the Proposed Settlement Notice was mailed to the additional address to opt out of the settlement or seventy five (75) days from date the Settlement Administrator first mailed the Proposed Settlement Notice to Class Employees. Requests for exclusion from the settlement must be returned via U.S. First Class Mail and be postmarked by the Opt Out Response Deadline, which shall be specified in the Proposed Settlement Notice, to be timely.

62. If the Court grants Preliminary Approval of this Agreement, the Settlement Administrator shall establish a QSF pursuant to 26 C.F.R. § 1.468B-1 for the purposes of administering the Settlement on or before the Effective Date. The Parties shall provide the Settlement Administrator with all necessary cooperation for the creation of the QSF, including but not limited to the execution of all necessary documents.

63. Defendant shall fund the QSF with the Maximum Settlement Fund within fifteen (15) business days of the Effective Date, or within fifteen (15) business days of the date the Settlement Administrator provides to Defense Counsel the amount of Employer Payroll Taxes to be added to the Maximum Settlement Fund Amount, whichever occurs later.

64. To effectuate the terms of the Settlement and to correct for mathematical or factual errors in the allocations to Class Members and Collective Members, the Settlement Administrator shall allocate from the Maximum Settlement Fund \$5,000.00 to create a Reserve Fund, which the Settlement Administrator may use, with approval from Defendant and Class Counsel, to make payments to Class Members or Collective Members who dispute their allocation amounts, to individuals who were not identified as Class Employees or Collective Employees but have a good

faith claim for participation in the settlement, or for any other reasonable purpose necessary to effectuate the settlement.

65. Settlement Administrator will create a secure, confidential settlement website accessible with the employee's unique identification number where pertinent pleadings, dates, and other information about the Agreement will be posted. A settlement email address and toll-free phone number will also be maintained by the Settlement Administrator.

**ISSUANCE OF THE PAYMENTS UNDER THIS SETTLEMENT**

66. Within fourteen (14) days of the date Defendant funds the QSF with the Maximum Settlement Fund, the Settlement Administrator shall issue (i) the Rule 23 Settlement Checks and FLSA Settlement Checks allocated from the Net Settlement Amount in accordance with Paragraph 43 to Class Members and Collective Members; (ii) a check or wire transfer (at Class Counsel's option) in the amount of any Court-approved attorneys' fees and costs to Class Counsel; and (iii) a check in the amount of any Court-approved Service Payment payable to Named Plaintiff to be delivered to Class Counsel.

67. Both the Rule 23 Settlement Checks and FLSA Settlement Checks shall be valid and negotiable for a period of one hundred and twenty (120) days from issuance. Any Settlement Checks that are not cashed or deposited within one hundred and twenty (120) days from issuance shall become void.

68. At the end of the one hundred and twenty (120) day period from the date the Settlement Checks were mailed, Named Plaintiff, Class Members, and Collective Members shall remain bound by this Agreement and the Final Order Approving Settlement, notwithstanding any failure to cash or deposit any Rule 23 Settlement Check issued pursuant to this Paragraph.

69. 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 State of Indiana's unclaimed property fund to be held by the State of Indiana for the benefit of the Class Member or Collective Member.

70. For tax purposes, 50% of each Settlement Check shall be treated as back wages, and the other 50% of each Settlement Check shall be treated as interest, any applicable penalties, liquidated damages, and other non-wage relief.

71. Payments treated as back wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service ("IRS") and other appropriate taxing authorities (together with the IRS, the "Taxing Authorities") and the payee under the payee's name and Social Security number on an IRS Form W-2. The employee portion of all applicable income and payroll taxes will be the sole responsibility of the individual Class Member and Collective Member, and shall come out of the Net Settlement Amount. However, payments treated as back wages shall not be made net of any Employer Payroll Taxes, which shall be paid by Defendant independent of and in addition to the Maximum Settlement Fund. The Settlement Administrator shall promptly notify Defense Counsel of the total amount of Employer Payroll Taxes owed, and Defendant shall remit that amount to the Settlement Administrator within thirty (30) days. The Settlement Administrator shall calculate and remit the Employer Payroll Taxes to the appropriate Taxing Authorities.

72. Payments treated as interest and/or liquidated damages shall be made without withholding and shall be reported to the Taxing Authorities and the payee, to the extent required by law, under the payee's name and Social Security number on an IRS Form 1099.

73. The Settlement Administrator shall be responsible for determining the appropriate number of exemptions to be used in calculating payroll tax and withholding, deciding the appropriate tax rate, and issuing IRS Forms W-2 and Forms 1099 as appropriate.

74. Within seven (7) calendar days following Final Approval, Class Counsel shall provide the Settlement Administrator with a duly completed IRS Form W-9. The payments provided by Paragraph 49 shall be considered attorneys' fees and reported on behalf of Class Counsel to the Taxing Authorities on a Form 1099 issued to Class Counsel by the Settlement Administrator.

75. The Service Payment paid to Named Plaintiff under this Agreement shall be reported as non-wage income to the Taxing Authorities on a Form 1099 issued to Named Plaintiff by the Settlement Administrator.

76. Defendant is responsible for the Employer Payroll Taxes arising from the payments under this Agreement. In the event that it is determined by the Taxing Authorities that Class Counsel, Named Plaintiff and/or any Class Member or Collective Member owes any additional taxes with respect to any attorneys' fees or costs, any Service Payment, or any Settlement Check distributed under this Agreement, it is expressly agreed that the determination of any tax liability is between Class Counsel, Named Plaintiff, Class Members, and/or Collective Members and the Taxing Authorities, and that Defendant will not be responsible for the payment of such taxes, including any interest and penalties.

77. Class Counsel, Counsel for Defendant, and Defendant make no representations, and it is understood and Named Plaintiff agrees on behalf of Class Members and Collective Members, that Class Counsel, Counsel for Defendant, and Defendant have made no representations, as to the taxability of any portions of the Settlement Check to Named Plaintiff or any Class Member or

Collective Member, the payment of any costs or award of attorneys' fees to Class Counsel, or any Service Payment to Named Plaintiff. The Proposed Settlement Notice will advise Class Employees and Collective Employees to seek their own tax advice prior to acting in response to the Notice. Neither Class Counsel nor Counsel for Defendant intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor will it be relied upon as such.

78. The Settlement Administrator shall provide periodic updates to Class Counsel and Counsel for Defendant regarding Class Employee opt outs, Class Member objections, and Settlement Check negotiation rates.

79. The Settlement Administrator shall keep a log of all communications with any Class Employees and Collective Employees, and shall be responsible for responding to inquiries about the settlement. In the event any Class Employee or Collective Employee requests to speak to Class Counsel or has a question that seeks legal advice about the settlement, the Settlement Administrator shall provide that person with Class Counsel's contact information, including telephone number, email address, and mailing address. The Settlement Administrator shall forward all other unresolved questions or issues in writing to Class Counsel and Counsel for Defendant, who will work jointly to attempt to provide a resolution.

80. In communications to Class Employees, the Settlement Administrator and the Parties will cooperate to facilitate the purposes of the settlement.

81. Within seven (7) days of the Opt Out Response Deadline for all Class Employees, the Settlement Administrator shall provide Defendant and Class Counsel with a list of the names and addresses of all Class Employees (a) who have opted out of the settlement; (b) who do not opt out of the settlement; and (c) the final allocations of amounts to be distributed to each of the Class

Members. Once the final allocations have been calculated, payments to each Class Member will be in accordance with those allocations.

**NON-ADMISSION OF LIABILITY**

82. This Agreement shall not in any way be construed as an admission by Defendant that it has acted wrongfully with respect to Named Plaintiff, Class Employees, Collective Employees, or to any other person, collectively or individually, and Defendant specifically disclaims any liability to or wrongful acts against Named Plaintiff, Class Employees, Collective Employees, or any other person, on the part of Defendant or the Released Parties.

**COURT RETAINS JURISDICTION TO ENFORCE AGREEMENT**

83. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement, to the extent permitted by law, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Agreement. This retention of jurisdiction encompasses any disagreement among the Parties concerning the final forms of the Notices or other documents necessary to implement this Agreement, and all other disputes regarding the Agreement and its implementation. Any action to enforce this Agreement shall be commenced and maintained only in this Court.

**GOVERNING LAW**

84. This Agreement is made and entered into in the State of Indiana and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Indiana.

**COOPERATION CLAUSE**

85. The Parties agree to cooperate to effectuate the settlement of the Litigation, including securing the Court's approval of the Agreement, assisting with the administration of the settlement in accordance with the terms of this Agreement, and obtaining a final dismissal. The



Parties further agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the terms and conditions of the Agreement, including but not limited to obtaining the dismissal, transfer to the Court, or stay of any pending or subsequently-filed class or collective action lawsuit that alleges any of the claims covered by the Releases herein.

#### **ASSIGNMENTS**

86. Named Plaintiff and Class Counsel represent that they have not assigned or transferred, or purported to assign or transfer, to any person or entity any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action.

#### **BINDING AGREEMENT**

87. This Agreement shall be binding upon the Parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of Defendant and to its respective heirs, administrators, representatives, executors, successors, and assigns.

#### **ARM'S LENGTH TRANSACTION; MATERIALITY OF TERMS**

88. The Parties have negotiated all the terms and conditions of this Agreement at arm's length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

#### **SEVERABILITY**

89. Should any clause, sentence, provision, Paragraph, or part of this Agreement be adjudged by any court of competent jurisdiction, or be held by any other competent governmental

authority having jurisdiction, to be illegal, invalid, or unenforceable, such judgment or holding shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, provision, Paragraph, or part of the Agreement directly involved, and the remainder of the Agreement shall remain in full force and effect.

#### **WAIVERS, ETC. TO BE IN WRITING**

90. No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's Preliminary or Final Approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification, or amendment subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

#### **CAPTIONS**

91. The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

#### **CONSTRUCTION**

92. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

**SOLE AND ENTIRE AGREEMENT**

93. This Agreement, including any exhibits attached hereto, sets forth the entire agreement between the Parties hereto. This Agreement fully supersedes any and all prior oral or written agreements or understandings between the Parties hereto pertaining to the subject matter hereof. This Agreement may only be modified in a writing signed by all Parties.

**EXTENSIONS OF TIME**

94. If any deadlines related to this Agreement cannot be met, Class Counsel and Counsel for Defendant shall meet and confer to reach agreement on any necessary revisions of the deadlines and timetables set forth in this Agreement. In the event that the Parties fail to reach such agreement, any of the Parties may apply to the Court via a noticed motion for modification of the dates and deadlines in this Agreement.

**FACSIMILE/ELECTRONIC SIGNATURES**

95. Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

**THIRD PARTY BENEFICIARIES**

96. The Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto; but this Agreement is not designed to and does not create any third party beneficiaries other than third parties that are identified as Released Parties as defined in Paragraph 34.

**COUNTERPARTS**


97. This Agreement may be executed in two or more counterparts, each of which counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

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**NAMED PLAINTIFF:**

01/19/2023

DATED: \_\_\_\_\_

By:  \_\_\_\_\_  
Anita F. Adams

**DEFENDANT:**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
On Behalf of Azter Indiana Gaming  
Company, LLC d/b/a Tropicana Evansville

# **EXHIBIT A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
EVANSVILLE DIVISION

ANITA F. ADAMS, individually, and on  
behalf of all others similarly situated,

Plaintiff,

v.

AZTAR INDIANA GAMING COMPANY,  
LLC d/b/a TROPICANA EVANSVILLE,

Defendant.

Case No. 3:20-cv-00143-RLY-MPB

**NOTICE OF PROPOSED SETTLEMENT OF CLASS AND COLLECTIVE ACTION**

To:

[Name]

[Address]

[City, State Zip]

**If you worked as an hourly employee of Tropicana Evansville between June 2017 and the present, you 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 Settlement Class (composed of both a Tip Credit Notice Class, Timeclock Rounding Class, and Miscalculated Regular Rate Class) and the Settlement Collective (composed of the Gaming License Collective), as defined below:
  - **Settlement Class**
    - **Tip Credit Notice Class:** All current hourly, non-exempt employees at Tropicana Evansville, or former hourly, non-exempt employees who voluntarily separated, who were paid a direct hourly wage that was less than \$7.25 per hour and for whom a tip credit was claimed at any time from June 18, 2018 to December 31, 2020.

- **Timeclock Rounding Class:** All current hourly, non-exempt Table Games Dealers at Tropicana Evansville, or former, hourly non-exempt Table Games Dealers who voluntarily separated, who clocked in and clocked out using ADP timekeeping software at any time from June 18, 2018 through June 30, 2021, and who received a Class Notice Form in the Litigation.
- **Miscalculated Regular Rate Class:** All current hourly, non-exempt employees at Tropicana Evansville, or former, hourly non-exempt Table Games Dealers who voluntarily separated, who were paid a direct hourly wage that was less than \$7.25 per hour and worked more than 40 hours in any workweek from June 18, 2018 through April 20, 2022, and who received a Class Notice Form in the Litigation.
- **Settlement Collective**
  - **Gaming License Collective:** All hourly, non-exempt employees at Tropicana Evansville who were paid a direct hourly wage equal to or less than \$7.25 per hour and had a gaming license fee deducted from their wages at any time from June 18, 2017 through April 9, 2021, and who filed a Consent to Join form in the Litigation.
- The Named Plaintiff Anita F. Adams filed a class and collective action lawsuit on behalf of herself and other similarly situated employees against Tropicana Evansville alleging the company violated the Fair Labor Standards Act (“FLSA”) and the Indiana Wage Payment Statute (“IWPS”) by: (1) implementing a time-clock rounding policy, procedure, and practice that was used in such a manner that it resulted, over a period of time, in the failure to compensate its employees properly for all time worked, resulting in minimum wage and overtime violations; (2) failing to properly inform its tipped employees of the required tip credit provisions prior to paying them a sub-minimum direct cash wage; (3) deducting costs associated with gaming licenses from employee’s pay which reduced its employees’ compensation below the required minimum wage; and (4) miscalculating its tipped employees’ regular rate of pay for overtime purposes by paying 1.5 times the sub-minimum direct cash wage (as opposed to the full minimum wage), which resulted in unpaid overtime compensation (hereinafter “Complaint”).
- Tropicana Evansville denies the allegations in the Complaint. However, 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 groups of current and former employees of Tropicana Evansville, attorneys’ fees, litigation costs, a service payment to the Named Plaintiff, and the costs of administering the settlement. Tropicana Evansville will not take an adverse action against any employee covered by the settlement whether or not he or she accepts a settlement payment.



- Under the allocation formula created by the settlement, you will be entitled to the following settlement payments:
  - **Rule 23 Settlement Check:** \$
  - **FLSA Settlement Check:** \$
- 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:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN RESPONSE TO THIS NOTICE:</b>	
<b>IF YOU DO NOTHING</b>	By <b>NOT</b> submitting a request for exclusion, you will be bound by the release of the Released State Claims described in 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.
<b>IF YOU SUBMIT AN OPT OUT REQUEST</b>	If you timely request exclusion from the settlement, you will <u>not</u> receive a Rule 23 Settlement Check, and you will not be bound by the release of any of the Released State 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?

Tropicana Evansville’s records show that you are a member of the proposed Settlement Class and/or Settlement Collective as defined above. As a member of the proposed Settlement Class and/or Settlement Collective, 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 Southern District of Indiana. The lawsuit is known as *Adams v. Aztar Indiana Gaming Company, LLC d/b/a Tropicana Evansville*, No. 3:20-cv-00143-RLY-MPB (the “Litigation”).

## **2. What is this lawsuit about?**

In her Complaint, Named Plaintiff alleges Tropicana Evansville violated the Fair Labor Standards Act (“FLSA”) and the Indiana Wage Payment Statute (“IWPS”) by: (1) implementing a time-clock rounding policy, procedure, and practice that was used in such a manner that it resulted, over a period of time, in the failure to compensate its employees properly for all time worked, resulting in minimum wage and overtime violations; (2) failing to properly inform its tipped employees of the required tip credit provisions prior to paying them a sub-minimum direct cash wage; (3) deducting costs associated with gaming licenses from employee’s pay which reduced its employees’ compensation below the required minimum wage; and (4) miscalculating its tipped employees’ regular rate of pay for overtime purposes by paying 1.5 times the sub-minimum direct cash wage (as opposed to the full minimum wage), which resulted in unpaid overtime compensation. Tropicana Evansville denies all the claims asserted in the Complaint and maintains 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 Plaintiff or Defendant, and no Party prevailed. The Parties agreed to a settlement to avoid further disputes and the risk, expense, and inconvenience of litigation.

On [DATE], 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 [DATE] (“Final Approval Hearing”). *See* Section 12 below for details.

The Named Plaintiff and her attorneys believe that this settlement is a good outcome for all individuals covered by the proposed settlement. But if you believe the settlement on behalf of Class Members is not in your interests, you may opt out of the Class settlement. See Section 8 below for details.

### **THE SETTLEMENT BENEFITS – WHAT YOU GET**

## **4. What does the settlement provide?**

The Maximum Settlement Fund, \$2,100,000 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 payment to the Named Plaintiff, 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: 90% to the Tip Credit Notice Class, 3% to the Timeclock Rounding Class, 1% to the Miscalculated Regular Rate Class, and 6% to the Gaming License Collective. This allocation approximates the proportional damages attributable to each group and each claim. You can be a member of one or more Class and 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 **Tip Credit Notice Class** member's estimated share of the Tip Credit Notice Class payment shall be calculated *pro rata* by comparing the number of hours that the Tip Credit Notice Class member worked from June 18, 2018 through December 31, 2020 while earning a base hourly wage (not including tips) that was less than \$7.25 per hour against the total amount of such hours that all Tip Credit Notice Class members worked from June 18, 2018 through December 31, 2020.
- b. Each **Timeclock Rounding Class** member's estimated share of the Timeclock Rounding Class payment shall be calculated *pro rata* by comparing the number of shifts that the Timeclock Rounding Class member worked from June 18, 2018 through June 30, 2021 against the total amount of such shifts that all Timeclock Rounding Class members worked from June 18, 2018 through June 30, 2021.
- c. Each **Miscalculated Regular Rate Class** member's estimated share of the Miscalculated Regular Rate Class payment shall be calculated *pro rata* by comparing the number of overtime hours that the Miscalculated Regular Rate Class member worked from June 18, 2018 through April 20, 2022 against the total amount of overtime hours that all Miscalculated Regular Rate Class members worked from June 18, 2018 through April 20, 2022.
- d. Each **Gaming License Collective** member's estimated share of the Gaming License Collective payment shall be calculated *pro rata* by comparing the amount of money that the Gaming License Collective member had deducted from his or her pay for a gaming license fee from June 18, 2017 through April 9, 2021 against the total amount of money that all Gaming License Collective members had deducted from their pay for gaming license fees from June 18, 2017 through April 9, 2021.
- e. To the extent any opt-in Plaintiff is not included within the class definitions due to being involuntarily separated, but would otherwise meet the class definition, the opt-in plaintiff will be eligible to participate in the class allocation based on their *pro rata* share.

Neither Class Counsel nor Defendant 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 State 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 Federal 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 state wage and hour claims that were or could have been asserted based on the facts alleged in the Complaint, including, but not limited to, those brought under the IWPS (“Released State Claims”). 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 your forthcoming FLSA Settlement Check, you will be deemed to have further waived, released, and forever discharged any and all federal wage and hour claims that were or could have been asserted based on the facts alleged in the Complaint, including, but not limited to, those brought under the FLSA (“Released Federal Claims”). Note: If you are an Opt-In Plaintiff (meaning you previously filed a Consent to Join the Litigation), you will be deemed to have waived, released, and forever discharged any and all federal wage and hour claims that were or could have been asserted based on the facts alleged in the Complaint, including, but not limited to, the Released Federal Claims, regardless of whether you negotiate your forthcoming FLSA Settlement Check.

The Released Federal Claims and the Released State Claims include liquidated or punitive damages based on said claims, and are intended to include all claims described or identified herein through [DATE OF PRELIMINARY APPROVAL]. However, the Released Federal Claims and the Released State Claims do not include any rights or claims (i) that may arise after [DATE OF PRELIMINARY APPROVAL]; 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 Class Settlement and receive a Rule 23 Settlement Check, and do not wish to release any state wage and hour claims included within the Released State 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. The letter must be sent to the Settlement Administrator at:

Administrator Name  
Administrator Address  
Administrator Address  
Administration Address

Requests for exclusion sent to the Settlement Administrator 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 [DATE]. 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 State Claims described above in Section 7.

## 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 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 or received by the Settlement Administrator, and postmarked by no later than [DATE]. 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 service payment to the Named Plaintiff, 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 State 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 and McClelland Law Firm, P.C., 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 action. However, you may consult with any attorney you choose at your own expense before deciding whether to opt out of this settlement. Class Counsel are:

George A. Hanson  
Alexander T. Ricke  
STUEVE SIEGEL HANSON LLP  
460 Nichols Road, Suite 200  
Kansas City, MO 64112

Ryan L. McClelland  
Michael J. Rahmberg  
McCLELLAND LAW FIRM, P.C.  
200 Westwoods Drive  
Liberty, MO 64068

**11. How will the lawyers be paid?**

Class Counsel will ask the Court to award attorneys’ fees in an amount not to exceed one third (33.3%) of the Maximum Settlement Fund plus reimbursement of \$ [REDACTED] in expenses, which will be paid from the Maximum Settlement Fund. In addition, Class Counsel will ask the Court to authorize payment from the Maximum Settlement Fund of a service payment of not more than \$10,000 to the Named Plaintiff to recognize the risks she took and her 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 Plaintiff on [DATE] at [REDACTED] in Courtroom [REDACTED] of the U.S. District Court for the Southern District of Indiana, located at the Winfield K. Denton Federal Building & U.S. Courthouse, 101 Northwest Martin Luther King Boulevard, Evansville, Indiana 47708. The Final Approval Hearing may be continued without further notice to Class 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 by sending a request, in writing, to:

Administrator  
Administrator  
Administrator  
Administrator  
Administrator

**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 [phone number] or [email]. You can also find more information about the lawsuit at [website].

**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 B).

DATED: \_\_\_\_\_, 2023

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

# FORM A



**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
EVANSVILLE DIVISION**

**ANITA F. ADAMS, individually, and on  
behalf of all others similarly situated,**

**Plaintiff,**

v.

**AZTAR INDIANA GAMING COMPANY,  
LLC d/b/a TROPICANA EVANSVILLE,**

**Defendant.**

**Case No. 3:20-cv-00143-RLY-MPB**

**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:

Administrator  
Administrator  
Administrator  
Administrator  
Administrator  
Administrator

# **EXHIBIT B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
EVANSVILLE DIVISION**

**ANITA F. ADAMS, individually, and on  
behalf of all others similarly situated,**

**Plaintiff,**

**v.**

**AZTAR INDIANA GAMING COMPANY,  
LLC d/b/a TROPICANA EVANSVILLE,**

**Defendant.**

**Case No. 3:20-cv-00143-RLY-MPB**

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL  
OF CLASS AND COLLECTIVE ACTION SETTLEMENT**

On \_\_\_\_\_, 2023, the Court heard a motion for preliminary approval of a settlement of a class and collective action by Plaintiff Anita F. Adams (“Named Plaintiff”), on behalf of herself and all others similarly situated, and Defendant Aztar Indiana Gaming Company, LLC d/b/a Tropicana Evansville (“Defendant”). 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. **Tip Credit Notice Class:** All hourly, non-exempt employees at Tropicana Evansville who were paid a direct hourly wage that was less than \$7.25 per hour and for whom a tip credit was claimed at any time from June 18, 2018 to December 31, 2020.
- b. **Timeclock Rounding Class:** All hourly, non-exempt Table Games Dealers at Tropicana Evansville who clocked in and clocked out using ADP timekeeping software at any time from June 18, 2018 through June 30, 2021, and who received a Class Notice Form in the Litigation.
- c. **Miscalculated Regular Rate Class:** All hourly, non-exempt employees at Tropicana Evansville who were paid a direct hourly wage that was less than \$7.25 per hour and worked more than 40 hours in any workweek from June 18, 2018 through April 20, 2022, and who received a Class Notice Form in the Litigation.

5. The Court appoints, for settlement purposes only, Anita F. Adams as the Class Representative of the Settlement Class.

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

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

8. The proposed Notice packet 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 Indiana, 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 of Proposed Settlement of Class and Collective Action, attached to the Settlement Agreement as Exhibit A, including the Change of Name and/or Address Information Form (Form B), are 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 an Election to Opt Out of Settlement and Class Action Forms to the Settlement Administrator 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 Election to Opt Out of Settlement and Class Action Form more than seventy-five (75) days from date the Settlement Administrator first mails the Proposed Settlement Notice to Class Employees.

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

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

- a. **Gaming License Collective:** All hourly, non-exempt employees at Tropicana Evansville who were paid a direct hourly wage equal to or less than \$7.25 per hour and had a gaming license fee deducted from their wages at any time from June 18, 2017 through April 9, 2022 and who filed a Consent to Join form in the Litigation.

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, this matter is stayed other than as set out in this Order.

15. The Named Plaintiff and Defendant are ordered to carry out the settlement according to the terms of the Settlement Agreement.

16. The Court will conduct a Final Approval Hearing on \_\_\_\_\_, 2023, at \_\_\_\_\_ a.m./p.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 Payment to the Named Plaintiff. The Final Approval Hearing may be continued without further notice to Class Members.

17. The Named Plaintiff shall file his motion for approval of the settlement, and Class Counsel shall file their unopposed motion for attorneys' fees, costs and expenses, and the Named Plaintiff Service Payment on or before \_\_\_\_\_, 2023.

IT IS SO ORDERED.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
RICHARD L. YOUNG, JUDGE  
United States District Court  
Southern District of Indiana

# EXHIBIT C



**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
EVANSVILLE DIVISION**

**ANITA F. ADAMS, individually, and on  
behalf of all others similarly situated,**

**Plaintiff,**

v.

**AZTAR INDIANA GAMING COMPANY,  
LLC d/b/a TROPICANA EVANSVILLE,**

**Defendant.**

**Case No. 3:20-cv-00143-RLY-MPB**

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS AND COLLECTIVE ACTION SETTLEMENT**

On \_\_\_\_\_, 2023, the Court heard a motion for final approval of a settlement of a class and collective action by Plaintiff Anita F. Adams (“Named Plaintiff” or “Class Representative”), on behalf of herself and all others similarly situated, and Defendant Aztar Indiana Gaming Company, LLC d/b/a Tropicana Evansville (“Defendant”). The Court has considered the Motion for Final Approval of Class Action Settlement 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 \_\_\_\_\_, 2021 (Dkt. \_\_\_), and defined as:

- a. **Tip Credit Notice Class:** All hourly, non-exempt employees at Tropicana Evansville who were paid a direct hourly wage that was less than \$7.25 per hour and for whom a tip credit was claimed at any time from June 18, 2018

to December 31, 2020.

- b. **Timeclock Rounding Class:** All hourly, non-exempt Table Games Dealers at Tropicana Evansville who clocked in and clocked out using ADP timekeeping software at any time from June 18, 2018 through October 31, 2022, and who received a Class Notice Form in the Litigation.
- c. **Miscalculated Regular Rate Class:** All hourly, non-exempt employees at Tropicana Evansville who were paid a direct hourly wage that was less than \$7.25 per hour and worked more than 40 hours in any workweek from June 18, 2018 through October 31, 2022, and who received a Class Notice Form in the Litigation.

3. The Court finds that the Settlement Classes satisfy the requirements of Fed. R. Civ. P. 23(a) and is maintainable under Rule 23(b)(3) for purposes of settlement of this Litigation only.

4. The Court confirms the appointments of (a) Named Plaintiff Anita F. Adams as Class Representative of the Settlement Classes, and (b) the law firms of Stueve Siegel Hanson LLP and McClelland Law Firm, P.C. as Class Counsel.

5. The Notice of 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 Notice Materials also adequately informed the Class Members of the contact information for the Settlement Administrator and Class Counsel. Thus, the Court finds that the Notice Materials 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 Representative's 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 \$2,100,000 as set forth in the Settlement Agreement is a fair, reasonable, and adequate settlement of the Named Plaintiff's 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 certifies, for settlement purposes only, the following Settlement Collectives pursuant to the Settlement Agreement and 29 U.S.C. § 216(b):

- a. **Gaming License Collective:** All hourly, non-exempt employees at Tropicana Evansville who were paid a direct hourly wage equal to or less than \$7.25 per hour and had a gaming license fee deducted from their wages at any time from June 18, 2017 through October 31, 2022 and who filed a Consent to Join form in the Litigation.

8. 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.

9. The Settlement Administration Costs estimated to be \$ \_\_\_\_\_ 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.

10. The Service Payment, as set forth in the Settlement Agreement, is approved and shall be awarded and paid to Named Plaintiff from the Qualified Settlement Fund according to the procedures set forth in the Settlement Agreement.

11. Class Counsel is awarded \$700,000 for attorneys' fees and \$ \_\_\_\_\_ for costs and expenses and will receive such payment from the Qualified Settlement Fund according to the procedures set forth in the Settlement Agreement.

12. 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 State of Indiana's unclaimed property fund to be held by the State of Indiana for the benefit of the Class Member or Collective Member.

13. The Court orders that any Class Employee who did not timely request exclusion is bound by the terms of the Settlement Agreement, and fully releases and discharges the Released State Claims. A list of all such Class Members who did timely request exclusion is attached to this Order as Exhibit A.

14. The Court orders that all Opt-In Plaintiffs and Collective Members are bound by the terms of the Settlement Agreement and fully release and discharge the Released Federal Claims.

15. As identified by the Settlement Administrator, the Court finds that \_\_\_ individuals have timely requested exclusion from the Settlement Class. These individuals are (a) excluded from the Settlement Class previously certified; (b) are not bound by the terms of the Settlement Agreement; (c) do not release or discharge the Released Class Claims; and (d) are not entitled to

participate in the Class (or Rule 23) portion of the Settlement.

16. This Court grants final approval of the Settlement.

17. 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.

Dated: \_\_\_\_\_, 2023

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RICHARD L. YOUNG, JUDGE  
United States District Court  
Southern District of Indiana