

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
ST. JOSEPH DIVISION**

GINA R. LIPARI-WILLIAMS,
MARISSA T. HAMMOND, and
LUCINDA M. LAYTON, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

PENN NATIONAL GAMING, INC., et al.

Defendants.

Case No. 5:20-cv-06067-SRB

**PLAINTIFFS' UNOPPOSED MOTION FOR AND SUGGESTIONS IN SUPPORT OF
A CORRECTIVE NOTICE TO THE WAGE AND HOUR CLASSES**

Pursuant to Federal Rule of Civil Procedure 23(e)(1), Plaintiffs move the Court to authorize a corrective notice to be distributed to 847 class members—*i.e.*, all members of the MMWL Gaming License Class, Argosy Casino Riverside Tip Pooling Class, and Hollywood Casino Tip Pooling Class. When the settlement administrator Analytics Consulting LLC calculated these class members' estimated settlement payments, it included more data than required by the Settlement Agreement resulting in *artificially inflated* settlement payments for 235 class members and *artificially deflated* settlement payments for 612 class members. If the corrective notice is approved by the Court, it will be mailed by April 4, 2023 and give these class members an additional 45 days to object or request exclusion from the settlement—or until May 19, 2023. Under these circumstances, the parties believe the Court would **not** need to move the final fairness hearing currently set for May 25, 2023.

I. Factual Background

On January 27, 2023, Plaintiffs moved for an order directing class notice and granting preliminary approval of a proposed \$5,500,000 class action settlement in this certified class and collective action. *See* Docs. 138-39. On January 30, 2023, the Court preliminarily approved the proposed settlement. *See* Doc. 141.

The parties provided Analytics the wage and hour data necessary to calculate estimated individual settlement payments on February 23, 2023. Analytics mailed the settlement notices on March 16, 2023. Shortly thereafter, Class Counsel spoke with several members of the three wage and hour classes—MMWL Gaming License Class, Argosy Casino Riverside Tip Pooling Class, and Hollywood Casino Tip Pooling Class—who questioned their settlement allocations based on the tip pooling claims. Specifically, because those settlement payments are allocated based on proportional hours worked during the class period as required by the Settlement Agreement, several class members who worked essentially full time during the class period contacted Class Counsel to understand their individual settlement payments.

Class Counsel immediately undertook an investigation and discovered that Analytics included duplicate wage information (related to other claims covered by the settlement) when calculating settlement allocations for certain members of the MMWL Gaming License Class, Argosy Casino Riverside Tip Pooling Class, and Hollywood Casino Tip Pooling Class. This resulted in some class members being allocated more than their proportional share of the settlement fund at the expense of other class members. Class Counsel worked with Analytics to recalculate the estimated settlement payments within one day of discovering the issue.

After recalculating the estimated settlement payments, Analytics has determined that 612 class members' estimated settlement payments will increase based on the recalculation.

Conversely, 235 class members' estimated settlement payments will decrease based on the recalculation. This issue did not impact settlement allocations for the Nationwide ERISA Class—*i.e.*, 4,006 class members (approximately 83% of all settlement class members) need not receive a revised notice.

Given Rule 23(c)(2)'s guiding principle that class members receive the “best notice that is practicable under the circumstances,” Class Counsel believes it is appropriate to provide a corrective notice (attached as Exhibit 1) to these 847 class members whose estimated settlement payments are impacted by the recalculation. Class Counsel further believes it is appropriate to extend the deadline for these individuals to object to or request exclusion from (where permitted by the Settlement Agreement) the settlement by 45 days from the mailing of the corrective notice—*i.e.*, until May 19, 2023. Should the Court grant the requested relief, Class Counsel does not believe it is necessary to move the final fairness hearing currently set for May 25, 2023. Class Counsel has conferred with counsel for Defendants and Defendants do not oppose the motion or requested relief.

II. Rule 23 Authorizes the Court to Issue Any Orders Necessary to Effectuate the Notice Process

Rule 23(e) authorizes district courts to direct class notice to absent class members in connection with reviewing proposed class action settlements. *See* Fed. R. Civ. P. 23(e)(1)(B). Rule 23(c) explains the required content of the notice and that it must be “the best notice that is practicable under the circumstances.” *See* Fed. R. Civ. P. 23(c)(2)(B). And in situations where a corrective notice is necessary, Rule 23(d) provides that that district court “may issue orders” including “giving appropriate notice to some or all class members... at any step in the action.” *See* Fed. R. Civ. P. 23(d)(1)(B)(i). To the extent a notice contains inaccurate information (for whatever reason), the district court has the authority to issue a corrective notice. *Georgine v. Amchem Prod.*,

Inc., 160 F.R.D. 478, 502 (E.D. Pa. 1995) (noting the district court had “duty to manage the notice to the class under Rule 23” in deciding to issue a corrective notice).

III. The Court Should Authorize a Corrective Notice

A corrective notice is necessary to provide class members with more accurate information about their recalculated estimated settlement payment and be afforded a renewed opportunity to object or request exclusion (where permitted by the Settlement Agreement) based on that information. Given that the recalculated estimated settlement payments have increased the estimated settlement payments of 612 class members and decreased the estimated settlement payments of 235 class members and consistent with Rule 23’s requirement that class members receive “the best notice that is practicable under the circumstances,” these class members should be afforded an opportunity to object or request exclusion based on the more accurate individual estimated settlement shares. *See* Fed. R. Civ. P. 23(c)(2)(B).

IV. Conclusion

Based on the foregoing, Plaintiffs respectfully requests the Court grant the following relief: (1) authorize Analytics to send the corrective notice attached as Exhibit 1 to all members of the MMWL Gaming License Class, Argosy Casino Riverside Tip Pooling Class, and Hollywood Casino Tip Pooling Class; (2) and set a deadline of 45 days from the mailing of the notice for class members to object or request exclusion; and (3) for any other relief the Court deems appropriate under the circumstances.

Dated: March 30, 2023

Respectfully submitted,

STUEVE SIEGEL HANSON LLP

/s/ Alexander T. Ricke

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CLASS COUNSEL

CERTIFICATE OF SERVICE

The undersigned certifies that on March 30, 2023 the foregoing document was filed with the Court's CM/ECF system, which served a copy of the foregoing document on all counsel of record.

/s/ Alexander T. Ricke

CLASS COUNSEL

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
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MARISSA T. HAMMOND, and
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PENN NATIONAL GAMING, INC., et al.

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Case No. 5:20-cv-06067-SRB

**CORRECTED NOTICE REGARDING
PROPOSED SETTLEMENT OF CLASS ACTION**

To:

Name
Address
City, State ip

ou are receiving this Corrected Notice because your estimated settlement share has changed based on a clerical error. ou previously received a copy of this Notice informing you of your estimated settlement share. That number was not calculated correctly and has been corrected in this Corrected Notice.

Because your settlement share has changed, you and other members of the MMWL Gaming License Class, Argosy Casino Riverside Tipooling Class, and Hollyood Casino Tipooling Class are being given additional time to consider your options in response to this Corrected Notice, which are explained within. In all other respects, this Corrected Notice is substantively the same as the earlier Notice you received advising you of this settlement.

If you were an employee of The Missouri Gaming Company, LLC d/b/a Argosy Casino Riverside Argosy Riverside or St. Louis Gaming Ventures, LLC d/b/a Hollywood Casino St. Louis Hollywood St. Louis between March 31, 2017 and September 24, 2021, and/or participated in a Penn National Gaming, Inc. group health plan from 2016 through 2020, you may be entitled to a payment from a class 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:

- (1) All persons employed and paid a direct cash wage of the applicable Missouri minimum wage or less per hour from March 31, 2017 to September 24, 2021 at Argosy Riverside or Hollywood St. Louis, and for whom a deduction was taken from their wages for any amount associated with initially obtaining or thereafter renewing a Gaming License;
- (2) All persons employed as Table Games Dealers at Argosy Riverside from March 31, 2017 through April 23, 2021, and who participated in the Table Games Dealer Tip Pool;
- (3) All persons employed as Table Games Dealers at Hollywood St. Louis from March 31, 2017 through October 31, 2019, and who participated in the Table Games Dealer tip pool; and/or
- (4) All participants in Penn National Gaming, Inc.'s group health plan for plan years 2016, 2017, 2018, 2019, and 2020 who had a tobacco surcharge deducted from their wages.

The Named Plaintiffs identified in the caption (the "Named Plaintiffs") sued Defendants PENN Entertainment, Inc. f/k/a Penn National Gaming, Inc. ("PNG"), The Missouri Gaming Company, LLC d/b/a Argosy Riverside Casino ("Argosy Riverside"), and St. Louis Gaming Ventures, LLC d/b/a Hollywood Casino St. Louis ("Hollywood St. Louis") (collectively, "Defendants"), by filing a Complaint (the "Complaint") on March 31, 2020, alleging that they violated the Fair Labor Standards Act, 29 U.S.C. 201, *et seq.*, ("FLSA"), the Missouri Minimum Wage Law, R.S.Mo. 290.500, *et seq.*, ("MMWL"), by (1) illegally deducting costs to obtain, maintain, and renew state-issued Missouri Gaming Licenses (defined below) from employees' wages, which resulted in violations of both the

FLSA and Missouri state law; and (2) creating a mandatory tip pool policy which required table games dealers to pool their tips and then used those tips to pay the Paid Time Off (“PTO”) of certain non-tipped, manager and supervisor employees;

The Named Plaintiffs also alleged that PNG breached its fiduciary duties under the Employee Retirement Income Security Act of 1974, 29 U.S.C. 1001, *et sea.*, (“ERISA”), through a wellness program that discriminated against employees based on an impermissible health factor when it failed to provide a reasonable alternative standard with respect to its tobacco surcharge policy.

The Named Plaintiffs filed the Complaint as a class and collective action under the FLSA, MMWL, and ERISA.

Though PNG, Argosy Riverside, and Hollywood St. Louis (collectively, the “Settling Entities”) deny the allegations in the Complaint, the Parties have agreed to settle this dispute for the purpose of avoiding further disputes and litigation with its attendant risk, expense, and inconvenience. The Court has not made any ruling on the merits of the claims, and no Party has prevailed in the lawsuit. However, the Court has reviewed and preliminarily approved this settlement and this Notice.

The settlement monies are being used to pay certain current and former employees of Defendants, to pay attorneys’ fees, litigation costs, service payments, and the costs of administering the settlement. The Settling Entities will not take an adverse action against any employee covered by the settlement whether or not he or she accepts a settlement payment.

Under the allocation formula created by the settlement, you are being offered an estimated settlement payment of \$ [REDACTED], which you will receive in the mail if the Court grants final approval of the settlement and you do not submit a written request to opt out of the settlement (described in Section 8 below). This amount is based on (i) the amount of money that you had deducted from your pay associated with initially obtaining or thereafter renewing a Gaming License between March 31, 2017 and September 24, 2021; (2) the number of hours that you worked at Argosy Riverside (from March 31, 2017 through April 23, 2021) and/or Hollywood St. Louis (from March 31, 2017 through October 31, 2019) during which you participated in a tip pool; and (3) the amount of any tobacco surcharges that you had deducted from your pay during plan years 2016 through 2020.

Your decisions have legal consequences for you. You have a choice to make:

OUR LEGAL RIGHTS AND OPTIONS IN RESPONSE TO THIS NOTICE

IF YOU DO NOTHING	By NOT submitting a written request to opt out of the settlement, you will be bound by the release of the Released Claims (defined in Section 7 of this Notice) and you will receive in the mail an estimated settlement check in the amount of \$ [REDACTED] representing your share of the settlement fund. If you choose to cash or deposit that check, you will further be bound by the release of the Released FLSA Claims (defined in Section 7 of this Notice).
IF YOU SUBMIT A REQUEST TO OPT OUT	If you timely submit a written request to opt out of settlement, you will receive nothing under the settlement, but you will not be bound by the release of any of the claims described in this Notice. 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

. Why did I receive this Notice

The Setting Entities' records state that you: (1) were employed and paid a direct cash wage of the applicable Missouri minimum wage or less per hour from March 31, 2017 to September 24, 2021 at Argosy Riverside or Hollywood St. Louis, and a deduction was taken from your wages for an amount associated with initially obtaining or thereafter renewing a Gaming License; (2) were employed as a Table Games Dealer at Argosy Riverside from March 31, 2017 through April 23, 2021, or at Hollywood St. Louis from March 31, 2017 through October 31, 2019, and participated in the Table Games Dealer tip pool; and/or (3) participated in Penn National Gaming, Inc.'s group health plan for plan years 2016, 2017, 2018, 2019, and/or 2020 and had a tobacco surcharge deducted from your wages. Because you fall into one or more of these categories of employees, you are a member of the proposed "Settlement Class."

You are receiving this Notice because, as a proposed Settlement Class Member, you have a right to know about the settlement of a class action lawsuit that affects your rights. This Notice explains the lawsuit, the settlement, and your rights and options.

The Court supervising this case is the U.S. District Court for the Western District of Missouri. The lawsuit is known as *Lipari-Williams, et al. v. Penn National Gaming, Inc., et al.*, Case No. 5:20-cv-06067-SRB.

2. What is this lawsuit about

The Complaint alleges that the Settling Entities violated the FLSA, MMWL, and/or ERISA, by (1) illegally deducting costs to obtain, maintain, and renew state-issued Missouri Gaming Licenses (defined below) from employees' wages, which resulted in violations of both the FLSA and Missouri state law; (2) creating a mandatory tip pool policy which required table games dealers to pool their tips and then used those tips to pay the Paid Time Off ("PTO") of certain non-tipped, manager and supervisor employees; and (3) breaching their fiduciary duties under ERISA through a wellness program that discriminated against employees based on an impermissible health factor when it failed to provide a reasonable alternative standard with respect to its tobacco surcharge policy.

The Settling Entities deny all the claims asserted in the Complaint and maintain that all of their respective employees were paid, and have always been paid, correctly and in accordance with the law, and that the wellness program at issue complied with all applicable law.

3. Why is there a proposed settlement

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

On January 30, 2023, the Court granted preliminary approval of the proposed settlement. The Court will decide whether to give final approval to the proposed settlement in a hearing scheduled for May 25, 2023 ("Final Approval Hearing"). *See* Section 12 below for details.

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

THE SETTLEMENT BENEFITS WHAT YOU GET

1. What does the settlement provide

The Settlement Amount, \$5,500,000 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, Court-approved service payments, interest, 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.

2. How much is your payment and how is it calculated

Based on the allocation formula that has been approved by the Court, you will be receiving

an estimated settlement check for \$ [REDACTED]. The allocation formula takes into account (i) the total amount of money that you had deducted from your pay associated with initially obtaining or thereafter renewing a gaming license between March 31, 2017 and September 24, 2021; (ii) if you were employed as a Table Games Dealer and participated in the Table Games Dealer tip pool, the number of hours that you worked at Argosy Riverside (from March 31, 2017 through April 23, 2021) or Hollywood St. Louis (from March 31, 2017 through October 31, 2019); and/or (iii) the total amount of any tobacco surcharges that you had deducted from your pay during Plan years 2016 through 2020. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by following the instructions in Section 13 below.

Half of each Settlement Check for damages associated with the wage and hour claims (gaming license and tip-pooling claims) will be treated as back wages for which you will receive an IRS Form W-2, and the other 50% will be treated as interest, any applicable penalties, liquidated damages, and other non-wage relief, and reported on an IRS Form 1099. In addition, 100% of each Settlement Check for damages associated with the ERISA claim (tobacco surcharge) shall be treated as back wages for which you will receive an IRS Form W-2.

Neither Class Counsel nor the Settling Entities make 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

. 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** submit a written request to opt out of the settlement (described in Section 8 below), you will be bound by the release of certain federal, state, and local law claims described in Section 7 below, and you will receive in the mail a Settlement check estimated to be \$ [REDACTED] representing your share of the Settlement fund.

If you choose to cash or deposit that check, you will further be bound by the release of federal FLSA claims described in Section 7 below.

. 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 and local wage and hour claims that were or could have been asserted based on the facts alleged in the Complaint, including, but not limited to, any and all claims predicated on gaming license deductions, alleged tip-pooling violations (including any claims seeking tip credit-related or tip-pool-related damages that were or could have been asserted based on the allegations in the

Complaint), whether known or unknown; and (2) any and all federal, state, and local claims, including any claims under ERISA, related to the tobacco surcharge that were or could have been asserted based on the facts alleged in the Complaint, whether known or unknown (“Released Claims”) against the Settling Entities and their present and former affiliates, divisions, members, joint venture partners, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, insurers or reinsurers, employee benefit plans (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 (the “Released Parties”).

In addition, if you also cash or deposit your forthcoming 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, any and all claims predicated on gaming license deductions, alleged tip-pooling violations (including any claims seeking tip credit-related or tip-pool-related damages that were or could have been asserted based on the allegations in the Complaint), whether known or unknown, (“Released FLSA Claims”) against the Released Parties.

The Released Claims and the Released FLSA Claims include liquidated or punitive damages based on said claims, and are intended to include all claims described or identified herein through January 30, 2023. However, the Released Claims and the Released FLSA Claims do **not** include any rights or claims (i) that may arise after January 30, 2023 or (ii) which may not be infringed, limited, waived, released or extinguished as a matter of law.

HOW YOU REQUEST EXCLUSION FROM OR OBJECT TO THE SETTLEMENT

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

If you do not want to participate in the Settlement and wish to retain your right to pursue your own independent action, you must send a letter stating your desire to be excluded from the settlement, include the name of the Litigation, your name, your address, and your signature. Requests for exclusion should be sent in an envelope addressed to the Settlement Administrator as set forth in Section 13 below.

In order to be valid, your written request to opt out of the settlement must be received by the Settlement Administrator and be postmarked no later than May 19, 2023. If you timely submit a written request to opt out of the settlement, you will not be eligible to receive any of the benefits under the Settlement. You will, however, retain whatever legal rights you may have against the Settling Entities with regard to all of the released claims described above in Section 7. 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.

. What if I want to object to the settlement

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

All objections must be signed and include your address, telephone number, and the name of the Litigation. Your objection should clearly explain why you object to the proposed Settlement and must state whether you or someone on your behalf intends to appear at the Final Approval Hearing. All objections must be filed with the Court, received by the Settlement Administrator, and postmarked by no later than May 19, 2023. If you submit a timely objection, you may appear, at your own expense, at the Final Approval Hearing, discussed below.

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

THE LAWYERS REPRESENTING YOU

. 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.

. How will the lawyers be paid

Class Counsel will ask the Court to award attorneys' fees in an amount not to exceed 35% of the Settlement Amount plus reimbursement of \$100,000 in expenses, which will be paid from the Settlement Amount. In addition, Class Counsel will ask the Court to authorize payment from the Settlement Amount of a service payment of not more than \$10,000 to Named Plaintiffs Gina Lipari-Williams, Marissa T. Hammond, and Lucinda Layton, and a service payment of not more than \$7,500 to Opt-In Plaintiff Tim Hammond, to recognize the risks they took and services to the beneficiaries of this settlement.

FINAL APPROVAL OF THE SETTLEMENT

2. 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 settlement payment 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 May 25, 2023 at 10:30 a.m. in Courtroom 7B of the U.S. District Court, Western District of Missouri, located at Charles Evans Whittaker U.S. Courthouse, 400 E. 9th Street, Kansas City, MO 64106. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to appear at the hearing to participate in or to opt-out of the Settlement.

FOR MORE INFORMATION

3. 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, including between the description of the releases as provided in Section 7 above and the description of the releases as provided in the Settlement Agreement, the provisions in the Settlement Agreement control. You may obtain a copy of the Settlement Agreement online at www.MissouriGamingLicenseLawsuit.com or by sending a request, in writing, to:

Administrator Contact Information
Administrator Contact Information
Administrator Contact Information
Administrator Contact Information
Administrator Contact Information
Administrator Contact Information
Administrator Contact Information

4. How do I get more information?

If you have other questions about the settlement, you can contact the Settlement Administrator, or Class Counsel at the addresses and/or telephone numbers below.

Email: pngmissouricase@stuevesiegel.com
Telephone: (888) 816-1761

These are the lawyers acting as Class Counsel, one of whom will respond to your questions at the above email and telephone numbers:

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Alexander T. Ricke
STUEBE SIEGEL HANSON LLP
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Kansas City, Missouri 64112

Ryan L. McClelland
McCLELLAND LAW FIRM, P.C.
The Flagship Building
200 Westwoods Drive
Liberty, Missouri 64068

. 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: [REDACTED], 2023

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

FORM A

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
ST. JOSEPH DIVISION**

GINA R. LIPARI-WILLIAMS,
MARISSA T. HAMMOND, and
LUCINDA M. LAYTON, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

PENN NATIONAL GAMING, INC., et al.

Defendants.

Case No. 5:20-cv-06067-SRB

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.

For er 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 IA UNITED STATES MAIL TO:

Administrator Contact Information
Administrator Contact Information
Administrator Contact Information
Administrator Contact Information
Administrator Contact Information
Administrator Contact Information
Administrator Contact Information