|  **Notice Date** | **Case Number** | **Court** | **Case Name**  **Summary of Issue** | **Fairness Hearing Date** | **Website Link** |
| --- | --- | --- | --- | --- | --- |
| **11-1-2013** | **12-CV-01470** | **(N.D. Ohio)** | **Dandusky Wellness Center, LLC v. Heel, Inc.**Plaintiff alleges that Heel, Inc. (“Heel”) sent or caused to be sent facsimiles between 6-11-2008 and 11-1-2010 that purportedly advertised Heel’s property, goods or services. Plaintiff further alleges that Heel violated the federal Telephone Consumer Protection Act, 47 U.S.C. § 227, by faxing advertisements to the class without prior express invitation or permission.Class Members are all persons who (1) between 6-11-2008 and 11-1-2010, (2) were sent telephone facsimile messages of material advertising the commercial availability of any property, goods, or services by or on behalf of Defendants, and (3) which did not display a proper opt out notice.  | **3-10-2014** | Prepared by Brenda Berkley**For more information write to:****Brian J. Wanca****Anderson + Wanca****3701 Algonquin Road****Suite 760****Rolling Meadows, IL 60008** |
| **11-4-2013** | **12-CV-00803** | **(M.D. Fla.)** | **Joshua D. Poertner v. The Gillette Company & the Procter & Gamble Company**Plaintiff alleges that the Defendants participated in misleading and deceptive advertising in the marketing of Duracell Ultra Batteries. The lawsuits further claim that Defendants’ advertising statements, including the statements “Up to 30% Longer in Toys\* \*vs. Ultra Digital” and “Our Longest Lasting,” misled consumers into purchasing the Duracell Ultra Batteries. Class Members are all persons in the U.S. (including U.S. territories and Puerto Rico) who purchased AA or AAA Duracell brand Ultra Advanced and/or Ultra Power Batteries at Retail at any time after 6-2009. For Settlement purposes: (a) Persons include any individual, corporation, trust, partnership, limited liability company, or other legal entity; and (b) Retail covers purchases of Duracell Ultra Batteries at any physical or online retail store or outlet of any kind whatsoever, any physical or online club membership wholesaler or warehouse club stores, such as Costco, Sam’s Club, BJ’s or FedMart, any direct purchase arrangement utilizing a third party seller, or any other purchase arrangement or purchase transaction whatsoever whereby batteries are sold to an end user of batteries. | **Not set yet** | **For more information write to:****E. Clayton Lowe****The Lowe Law Firm, LLC****301 19th Street North****Suite 525****Birmingham, AL 35203** |
| **11-4-2013** | **10-CV-4572** | **(E.D.N.Y.)** | **Burns et al. v. FalconStor Software, Inc. et al.**Plaintiffs allege that the Defendants violated the federal securities laws by issuing false Sarbanes-Oxley Act certifications with FalconStor’s financial statements in connection with an alleged bribery scheme involving defendant ReiJane Huai.Class Members are all who purchased or otherwise acquired FalconStor Stock during the period from 3-12-2008 through 9-29-2010, inclusive, and suffered investment losses as a result of the decline in the value of FalconStor common stock.  | **3-3-2014** | **For more information write to:****Phillip Kim****The Rosen Law Firm, P.A.****275 Madison Avenue****34th Floor****New York, NY 10016**  |
| **11-5-2013** | **10-CV-5582** | **(E.D.N.Y.)** | **Cuevas, et al. v. Citizens Financial Group, Inc., et al.**Plaintiffs allege that Defendants violated the Fair Labor Standards Act (“FLSA”) by failing to compensate Plaintiff and the class members for hours worked in excess of 40 during the workweek and failing to compensate Plaintiff and the class members based upon the overtime premium pay rate of one and one-half times their regular pay rate. It is further alleged that Defendants acted willfully and with reckless disregard of clearly applicable FLSA provisions.Class Members are all Assistant Branch Managers employed at Citizens Bank retail branches during any workweek since 3-10-2010 who were paid a salary and were classified by Defendants as exempt from the FLSA’s overtime pay mandates. | **2-14-2013** | **For more information write or call:****Class Action Administration, Inc.****6521 W. 91st Avenue****Westminster, CO 80031****720 540-4422** |
| **11-6-2013** | **11-CV-01578** | **(C.D. Cal.)** | **Vandervort, et al. v. Balboa Capital Corporation**Plaintiffs allege that from 10-12-2007 through 11-23-2011, Balboa Capital Corporation sent or caused to be sent tens of thousands of facsimile advertisements to persons in the U.S. that violated the Telephone Consumer Protection Act (“TCPA”), certain FCC regulations and/or state laws. Class Members are all persons in the U.S. who from 10-12-2007 to 11-23-2011 received facsimile advertisements from Balboa Capital Corporation. | **Not set yet** | **For more information write to or visit:****Aytan Y. Bellin****Bellin & Associates****85 Miles Avenue****White Plains, NY 10606**[**www.balboaclassaction.net**](http://www.balboaclassaction.net) |
| **11-6-2013** | **12-CV-1555** | **(N.D. Ill.)** | **Brinkley v. Zwicker & Associates, P.C. (“Zwicker”)**Plaintiff alleges that Defendant’s actions violated the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692, et seq., rendering Defendant liable for damages under the FDCPA.Class Members are all individuals in the United States during the Class Period: (a) who were sued by Zwicker on behalf of Discover Bank; (b) in a suit claiming breach of contract; (c) who were not provided with a claim Notice prior to the initiation of the lawsuit;(d) who were sued between 2-28-2012 and 11-4-2013. | **2-6-2014** | **For more information write or call:****Lance A. Raphael****The Consumer Advocacy** **Center, P.C.****180 W. Washington Street****Suite 700****Chicago, IL 60602****312 782-5805** |
| **11-8-2013** | **13-CV-30166** | **(D. Mass.)** | **Manna, et al. v. Hungry Fish Media LLC, et al.**Plaintiffs allege that Defendants’ design and use of deceptive and misleading “Negative Option Marketing,” such as “Free-To-Pay” conversions on the Internet, lured consumers, such as Plaintiffs and the Class, with free samples and/or free trials causing consumers to unknowingly and automatically enroll in unauthorized monthly “auto-ship” programs whereby Defendants automatically ship unwanted and unordered products to consumers and charge consumers’ credit cards, debit cards and/or bank accounts without their knowledge or consent. Class Members are all United States residents who purchased, via the Internet from one or more of the Defendants, or one or more of Defendants’ Products, from 4-1-2009 through 3-13-2013, who fall into one of the following “Tiers”:Settlement Class/Tier No. 1: A Settlement Class Member who requested, from one or more of the Defendants, a refund for one or more of Defendants’ Products and was refunded some or all of the cost of the product, but was not refunded shipping and handling charges and/or was not reimbursed for return shipping costs.Settlement Class/Tier No. 2: A Settlement Class Member who requested, from one or more of the Defendants, a refund for one or more of Defendants’ Products and was not refunded any cost of the product or shipping.Settlement Class/Tier No. 3: A Settlement Class Member who cancelled his/her Subscription within 90 days of the ship date of his/her first Subscription (not trial) shipment for one or more of Defendants’ Products, and does not meet the criteria for Tier 1 or Tier 2. | **Not set yet** | **No information** |
| **11-6-2013** | **12-CV-02019** | **(W.D. Wash.)** | **Peggy A. Neff, et al., v. Old Republic Title, Ltd.**Plaintiffs allege that Old Republic collected and retained excess recording charges from certain escrow customers in real estate transactions in Washington State between 10-16-2006, and 10-18-2013, in which Old Republic provided escrow services.Class Members includes all Persons who, between 10-16-2006, and 10-18-2013, were buyers or borrowers in real estate transactions in Washington State in which Old Republic provided escrow services, from whom Old Republic collected and retained excess recording charges, and who do not request exclusion from the Settlement. | **Not set yet** | **For more information call or visit:****1 800 809-2234****info@sgb-law.com** |
| **11-13-2013** | **10-CV-7996** | **(N.D. Ill.)** | **The Savanna Group, Inc., v. Trynex, Inc., Charles Truan, James Truan and Phil Truan**Plaintiff alleges that Defendants sent unsolicited advertisements about Trynex, Inc.’s (“Trynex”) products in December 2006. On behalf of itself and other similarly-situated persons, Plaintiff filed this class action lawsuit alleging that Trynex violated the federal Telephone Consumer Protection Act, 47 U.S.C. § 227, by sending advertisements via fax to the Class without their prior express invitation or permission to do so. The fax ads at issue were about salt spreaders sold by Trynex.Class Members are all persons who were successfully sent a facsimile on 12-19-2006 or 12-20-2006, from “SnowEx … Leaders in Ice Control” promoting the “best built … best backed” salt spreaders, offering “50% off on extended warranty for all of our spreaders purchased in December 2006 and January 2007,” and instructing interested recipients to “Call 1-800-Salters for more information. | **3-4-2014** | **For more information write to:****Brian J. Wanca****Anderson + Wanca****3701 Algonquin Road****Suite 760****Rolling Meadows, IL 60008** |
| **11-13-2013** | **09-CV-03740** | **(D.N.J.)** | **Michael Katz, et al. v. Live Nation, Inc., et al.**Plaintiffs allege that Live Nation violated New Jersey consumer protection laws when it charged certain fees (e.g., mandatory per-ticket “parking fees,” “ticket fees” and “charity fees”), between 6-23-2003 and 6-15-2011, for events at PNC Bank Arts Center in Holmdel, NJ.Class Members are all persons who bought tickets on-line through www.livenation.com or [www.ticketmaster.com](http://www.ticketmaster.com), between 6-23-2003 and 6-15-2011, for an event at PNC Bank Arts Center. | **Not set yet** | **For more information write, call or fax:****The Wolf Law Firm LLC****1520 U.S. Highway 130****Suite 101****North Brunswick, NJ 08902****732 798-8055****732 545-1030** |
| **11-15-2013** | **10-CV-01461** | **(N.D. Ohio)** | **Louisiana Municipal Police Retirement System v. KPMG, LLP, et al.**Plaintiff alleges that Diebold, Inc. (the “Company”), Kevin J. Karkora, Gergory J. Geswein, and KPMG LLP (collectively, the “Defendants”) and certain of the Company’s accounting executives violated the federal securities laws by fraudulently manipulating the Company’s earnings and financial performance, which caused Diebold to publish materially false and misleading financial results during the Class Period, and that KPMG, as the company’s outside auditor during the Class Period, was aware of these accounting manipulations but nevertheless issued unqualified audit reports throughout the Class Period. The Class Representatives allege that when Defendants disclosed the truth about the Company’s financial results, Class Members suffered damages as a result of the decline in the price of Diebold Publicly Traded Securities.Class Members are all persons who purchased Diebold common stock and/or put or call options between 6-30-2005 and 1-14-2008, inclusive. | **3-19-2014** | **For more information write to:****Robbins Geller** **Rudman & Dowd LLP****Debra J. Wyman****Jeffrey D. Light****655 West Broadway****Suite 2900****San Diego, CA 92101** |
| **11-15-2013** | **11-CV-07476** | **(N.D. Ill.)** | **Kowa v. The Auto Club Group**Plaintiff alleges that current and former members of The Auto Club Group (“ACG”) or ACG Clubs who paid a full annual renewal fee after the expiration date of their membership terms and had their memberships “backdated” to the prior expiration date were denied a full year of membership benefits in violation of state consumer production laws and the members’ contracts with ACG and ACG Clubs.Class Members are all person who, at any time between 11-1-2005 and the Preliminary Approval Date, renewed their memberships with ACG or an ACG Club and paid their renewal membership dues more than 15 days after expiration of their prior memberships, but whose new membership terms were deemed by ACG or an ACG Club to have begun on their prior expiration date. | **4-24-2014** | **For more information write to:****Daniel C. Levin****Charles E. Schaffer****Levin, Fishbein,**  **Sedran & Berman****510 Walnut Street****Suite 500****Philadelphia, PA 19106** |
| **11-18-2013** | **12-CV-5198** | **(D.N.J.)** | **Henry Anderson and David Spector, et al. v. Cherry Hill Township and RedFlex Traffic Systems, Inc.**Plaintiffs allege that Defendants were statutorily non-compliant as to specific requirements contained within the Act, namely the requirements contained within (New Jersey Statutes Annotated “N.J.S.A”) N.J.S.A. 39:4-8.14(a)(3) and 39:4-8.14(e). On 1-13-2008, the New Jersey Assembly Bill 4314 was signed into law as N.J.S.A. 39.4-8.12, et. seq. (the “Act”). The Act established a five-year pilot program authorizing the installation and utilization of red light camera monitoring systems in New Jersey, and setting minimum statutory requirements for the operation of such systems. The Act authorized certain municipalities to erect red light camera monitoring systems and issue Notices of Violation to vehicles that violated a red light. Specifically, the Act provided that red light violations could be detected by unmanned cameras, and that Notices of Violation imposing fees or fines would be issued to the registered owners of the vehicles so detected.Class Members are all in receipt of the postcard notice indicating that they have been identified as potential Settlement Class Members because, according to court records, they received Notices of Violation issued by or on behalf of one of the Municipalities pursuant to the Act alleging a traffic violation that occurred on or before 8-1-2012, and paid the fee or fine imposed thereby. | **Not set yet** | **For more information write or call:****Stephen P. DeNittis****Denittis Osefchen P.C.****5 Greentree Centre****Suite 410****Marlton, NJ 08053****856 797-9951** |
| **11-18-2013** | **12-CV-00350** | **(N.D. Cal.)** | **Custom LED, LLC v. eBay Inc., eBay Europe S.A.R.I and eBay International AG**Plaintiff alleges that eBay incorrectly described the operation of the Featured Plus! listing upgrade during the time period from 1-23-2008 to 2-4-2013, when Featured Plus! was discontinued. Class Members are all residents of the United States and United States territories who, from 1-23-2008 to the present (the “Class Period”), listed items for sale on eBay’s websites with the Featured Plus! upgrade, and incurred the Disputed Fees in connection with such listings. | **Not set yet** | **For more information call or e-mail:****952 562-3601****jdahll@dahladministration.com** |
| **11-21-2013** | **11-CV-10582** | **(D. Mass.)** | **In re: American Superconductor Corporation Securities Litigation (“AMSC”)**Plaintiffs allege that Defendants artificially inflated AMSC’s financial results.Class Members are all persons who purchased AMSC common stock from 7-29-2010 through 7-11-2011, inclusive, as well as purchasers of AMSC’s common stock secondary offering on or about 11-12-2010. | **Not set yet** | **For more information write to:****Robins Giller Rudman** **& Dowd LLP****Jeffrey D. Light****655 West Broadway****Suite 1900****San Diego, CA 92101** |
| **11-22-2013** | **12-CV-02356** | **(D. Kan.)** | **Robert Jacobs, Plaintiff v. Brown Bag Liquor, LLC, Defendant/Third-Party Plaintiff v. New Cam Commerce Solutions, LLC, Third-Party Defendant**Plaintiff alleges that Brown Bag Liquor printed the expiration date of credit or debit cards and more than the last five digits of credit or debit card numbers on receipts provided to Class Members and that such action violated the Fair and Accurate Credit Transaction Act.Class Members are all consumers who, during the time period beginning 6-5-2007 and ending 6-20-2012, used a credit or debit card at Brown Bag Liquor, presently located at 195 North Parker Street, Olathe, Kansas and formerly located at 185 North Parker Street, Olathe, Kansas, and were provided a receipt at the point of sale that showed more than the last five digits of the card number or the expiration date of the card. | **3-13-2014** | **For more information write, call or fax:****Michael Brady****Brady & Associates****10901 Lowell Avenue****Suite 280****Overland Park, KAN 66210** |
| **11-22-2013** | **09-CV-00571** | **(D.N.J.)** | **McDonough, New Jersey Psychological Association and Barry Helfmann, Psy.D. (consolidated plaintiffs) v. Horizon Healthcare Services, Inc. d/b/a Horizon Blue Cross Blue Shield of New Jersey**Plaintiffs allege that Horizon provided insufficient reimbursement for Out-of-Network Covered Services or Supplies by: 1) using the Ingenix database in determining reimbursement amounts for Out-of-Network covered health benefits; 2) using the Top-of-Range database (“TOR”) in determining reimbursement amounts for Out-of-Network covered health benefits; and 3) inadequately disclosing the use of the Ingenix database and their Out-of-Network reimbursement policies in determining reimbursement amounts of Out-of-Network covered health benefits. Plaintiffs allege that Horizon violated the employee Retirement Income Security Act (“ERISA”) and Plan terms.Class Members are of two groups:a) a “Subscriber,” meaning all persons or entities who, at any time from 2-9-2003 through the Preliminary Approval Date, (i) were enrolled in a health benefits plan issued by Horizon that included an out-of-network benefit, and (ii) received a Covered Service or Supply from an Out-of-Network Health Care Provider or Provider Group; orb) A “Provider,” meaning Persons or entities who, at any time from 2-9-2003 through the Preliminary Approval Date, (i) were Out-of-Network Health Care Providers or Provider Groups who are not, or are not comprised of, licensed medical doctors or doctors of osteopathy; (ii) provided Covered Services or Supplies to Horizon Subscribers; and (iii) were paid less than their billed amounts for these Covered Services or Supplies. | **Not set yet** | **For more information write to:****Bruce H. Nagel****Nagel Rice, LLP****103 Eisenhower Pkwy****Suite 103****Roseland, NJ 07068** |
| **11-25-2013** | **11-CV-2950** | **(E.D. Pa.)** | **Keesha Goode and Victoria Goodman v. First Advantage LNS Screening Solutions, Inc., formerly known as Lexis Nexis Screening Solutions, Inc.**Plaintiffs allege that First Advantage LNS Screening Solutions, Inc., formerly known as LexisNexis Screening Solutions, Inc., (“Defendant” or “SSI”) operated a database called “Esteem,” or the “Retail Theft Contributory Database” (“the RTCD Database”), which employers accessed to screen job applicants. Class Members are all natural persons who during the Class Period received a Pre-Adverse Action Notice sent by SSI on behalf of an employer or potential employer regarding a consumer report that contained derogatory or negative information from the RTCD Database with respect to such person. This class is estimated to include approximately 26,000 individuals. | **Not set yet** | **For more information write or call:****Langer Grogan & Diver PC****Attn: Irv Ackelsberg****1717 Arch Street****Suite 4130****Philadelphia, PA 19103****215 320-5660****Consumer Litigation** **Associates, PC****Attn: Leonard A. Bennett****763 J Clyde Morris Blvd.****Suit 1-A****Newport News, VA 23601****757 930-3669** |
| **11-25-2013** | **12-CV-02382** | **(E.D.N.Y.)** | **Moy v. Eltman, Eltman & Cooper, P.C.**Plaintiff claims the Defendant violated the Fair Debt Collection Practices Act when it sent collection letters stating that no attorney had personally reviewed the consumer’s account. Plaintiff alleges that Defendant’s own attorneys had in fact reviewed the consumer’s account and initiated court action to collect a debt.Class Members are all persons to whom EEC, on or after 5-15-2011, sent a letter that was not returned as undeliverable to an address within Kings County regarding an Erin Capital Management LLC account that indicated that an attorney had not reviewed the consumer’s account, when Plaintiff alleges attorneys had previously commenced legal action or obtained a judgment regarding an Erin Capital Management LLC account. | **Not set yet** | **For more information write, call or e-mail:****Daniel A. Schlanger****Schlanger & Schlanger,** **LLP****9 East 40th Street****Suite 1300****New York, NY 10016****914 946-1981****Daniel.schlanger@schlangerlegal.com** |
| **11-26-2013** | **12-CV-02016** | **(C.D. Cal.)** | **Wannemacher, et al., v. Carrington Mortgage Services, LLC**Plaintiffs allege that Carrington Mortgage Services violated the Telephone Communication Protection Act by using an automatic telephone dialing system and/or an artificial prerecorded voice to call cell phones without the prior express consent of the recipients.Class Members are all individuals who received a non-emergency telephone call from Carrington Mortgage Services to a cellular telephone through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice between 11-19-2008, and [the Preliminary Approval Date].  | **Not set yet** | **For more information visit or call:**[**www.CMSTCPASettlement.com**](http://www.CMSTCPASettlement.com)**1 877 919-9186** |
| **11-27-2013** | **12-CV-02770** | **(N.D. Ohio)** | **Oatman v. InfoCision, Inc., et al.**Plaintiff alleges that, while soliciting money or volunteers for charities, Defendants misrepresented or omitted material facts about various topics, including about how the charities allocate donations. Class Members are all who received a telephone call from, or placed a call to, InfoCision on behalf of a Charity between 9-27-2008 and the present and donated money to or volunteered on behalf of the Charity. | **5-23-2014** | **For more information visit:**[**www.infocisionclassactionsettlement.com**](http://www.infocisionclassactionsettlement.com) |
| **11-27-2013** | **11-CV-23455** | **(S.D. Fla.)** | **Cifuentes v. Regions Bank**Plaintiff alleges that Defendants U.S. Pension Trust Corp. and U.S. College Trust Corp. (hereinafter referred to jointly as “USPT”) unlawfully engaged in the sale of securities as an unregistered dealer in violation of Fla. Stat. § 517.12(1). Class Members are all persons and entities who made investments in a USPT Investment Plan between 9-21-2006 and 8-31-2009. | **3-3-2014** | **For more information write to:****David A. Rothstein** **Dimond Kaplan &** **Rothstein, P.A.****2665 South Bayshore Drive****Penthouse 2B****Miami, FL 33122** |