

**Class Action Fairness Act (CAFA) Notices
Received in April 2011 by the
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Preliminary Notice Date	Case Number	Court	Case Name Summary of Issue	Fairness Hearing Date	Website Link
4/4/2011	11-CV-0018	(C.D. Cal.)	<p>Batungbacal v. Power Balance, LLC Plaintiff alleges that Defendant Power Balance LLC., engaged in deceptive and misleading conduct in the marketing, advertising, selling, promoting and distributing of Power Balance products, including Power Balance bracelets, wristbands, pendants, necklaces, and other Power Balance jewelry and holograms (collectively, "Power Balance Products").</p> <p>Class Members are identified as all Individuals residing in the United States who purchased one or more Power Balance Products at any time prior to 2011.</p> <p>Settlement subject to final Court approval, Class Members who are not fully satisfied with their Power Balance Product(s) will be allowed to return the product(s) for a one hundred percent (100%) refund of the retail price for each returned Power Balance Product, plus a one per Class Member payment of \$5.00 to cover shipping and handling expenses related to submitting a Claim. Limited to ten (10) claims per Class Member, unless additional claims are approved by Power Balance. Power Balance has also agree to Court approved changes to its advertising.</p>	Not set yet	Details go to www.pbsettlement.com

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4/5/2011	09-CV-1018	(N.D. Atl.)	<p>Abney v. American Home Shield Corporation (Update) Received notice of class action settlement January 31, 2011. At the time of the notice, the court had not yet scheduled the fairness Hearing or issued any orders or opinions. This is to advise you that on 3-4-2011, the court entered an Order Preliminarily Approving Settlement and Providing for Notice (the Order).</p> <p>Additionally, in connection with the court's consideration of preliminary approval and its entry of the Order, the parties made a few non-substantive changes to the Stipulation of Settlement and certain of the exhibits thereto (please see Website Link)</p>	8/17/2011	<p>Addition information www.abneyclassaction.com</p> <p>or through Northern District of Alabama's Pacer website https://ecf.alnd.uscourts.gov/cgi-bin/login.pl (case no. 09-1018) at Doc. 38.</p>
4/6/11	09-CV-05418 11-CV-16420	(N.D. Cal.) (S.C. Cal.)	<p>Milligan v. Toyota Motor Sales, U.S.A., Inc. AND Washington v. Toyota Motor Sales, U.S.A., Inc. Plaintiff alleges that some 2001-2003 model year RAV4s equipped with automatic transmissions have experienced a "harsh shift condition", attributed to a malfunction in the ECM (electronic control module) which may damage the vehicle's automatic transmission.</p> <p>Class consists of all persons in the United States, including the Commonwealth of Puerto Rico, who currently or formerly owned or leased a model year 2001-2003 Toyota RAV4 equipped with an automatic transmission. Class vehicles</p>	Not set yet	Website to be created

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			<p>are Toyota RAV4 model years 2001-2003 that experience a harsh shift condition of the automatic transmission and/or illumination of the malfunction indicator light ("check engine light") with the following codes: P0750, P0753, P0755, P0758, and/or P1760 are included in this settlement. Vehicle Identification Numbers are used to identify current and prior owners and lessees of model year 2001-2003 RAV4s. The settlement provides that Toyota will continue to provide a warranty enhancement to any class member, for a period of 10 years or 150,000 miles from the class vehicles in-service date, whichever occurs first, for a harsh shift condition of the automatic transmission &/or illumination of the check engine light displaying codes P0750, P0755, P0758, or P1760. Toyota will also continue to offer reimbursement to current owners pursuant to the existing Customer Support Program.</p> <p>The settlement also 1) extends the reimbursement provision to prior owners in the US and Puerto Rico 2) establishes procedures and standards for processing claims, including an appeals process, and 3) provides assistance to Class Members seeking settlement benefits. Toyota will continue to reimburse all Class Members who, prior to the receipt of notice of the warranty enhancement, paid for repair or replacement of the ECM and/or automatic transmission for the specific condition covered by this settlement, where the condition occurred in Class Vehicles falling within the enhanced-warranty period.</p>		

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			<p>Toyota will create a website to download Reimbursement Claim Forms and an 800 telephone support line. (neither have been developed yet) Claim Reimbursement forms MUST BE MAILED by due date (not yet identified) and claim forms must include a copy of the repair order that includes the reason for repair/replacement, proof of payment, proof of ownership or lease at the time of repair or replacement, and name, address, and phone number of the Class Member.</p>		
4-7-2011	07-CV-1342	(D. Md.)	<p>Stillmock v. Weis Markets, Inc., Plaintiff: The case concerns paper receipts printed from 12-4-06 through and including 6-7-07 at Weis Markets that allegedly contained more digits of the credit or debit card account number than was permissible once the Federal Fair and Accurate Credit Transaction Act went into effect.</p> <p>Class Members: All consumers who made a purchase at a Weis Markets, Mr. Z's Supermarket, King's Supermarket, Scot's Lo Cost, or SuperPetz pet store from 12-4-06 through 6-7-07 using a credit or debit card and received a paper receipt.</p> <p>Settlement: Under the proposed settlement, eligible consumers who timely submit accurately completed claim forms will be entitled to receive a voucher in an amount up to \$7.50 redeemable at any Weis Markets location. In order to receive a voucher you must submit your claim form before 8-4-11.</p>	7-25-11	<p>Copy of Settlement Agreement www.weismarketssettlement.com</p>

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			Approximately 465 Class Members are DC residents.		
4/8/11	09-CV-5142	(N.D. Cal.)	<p>Kazemi v. Payless Shoesource, Inc. et al. Plaintiff alleges text messages were sent to persons who had not provided consent, in violation of restrictions in the Telephone Consumer Protection Act, and that a sub-class of persons who received these messages had been listed on the National Do Not Call Registry.</p> <p>Class consists of all persons who received one or more SMS text messages from or on behalf of Payless Shoe Source, Inc. during the period 10/29/05-10/4/10.</p> <p>Settlement: Remedial relief from the settlement calls for Payless to no longer use any list of cell phone numbers compiled prior to 10/14/10, for the purpose of sending any text messages to such numbers, nor selects any numbers off any such list for the sending of text messages. In addition, Payless will comply with the requirement of the TCPA and FCC regulations implemented as applicable to the sending of future SMS text messages.</p> <p>Additionally, Payless has agreed to issue a single use merchandise certificate worth up to \$25.00 to each Settlement Class Member who files a valid approved claim, and the certificate shall not expire for a period of 12 months from issuance. Claim filing deadline is</p>	Not set yet	www.paylesstextsettlement.com

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			not yet established and a claim may be filed through either the mail or via the web site that will be activated for this settlement. Approximately 23,501 class members are DC residents.		
4/12/2011	08-CV-01952	(E.D. Mich.)	<p>In Re Packaged Ice Antitrust Plaintiff: case involves combination of conspiracy among the three largest companies in the US that manufacture and distribute Packaged Ice - which have combined market share of nearly 70% -- not to compete with each other in violation of the federal antitrust laws. The existence of the unlawful agreement and conspiracy is evidenced, by admission made by Defendants.</p> <p>Class Members are all purchasers of Packaged Ice who purchased Packaged Ice in the United States directly from any of the Defendants or their subsidiaries or affiliates at any time during the period from 1-1-01 to 3-6-08.</p> <p>Settlement: Arctic Glacier shall pay or cause to be paid the settlement amount of \$12,500,000 in US currency into the Settlement Fund, which has been established as an escrow account at PNC Bank in Pa.</p>	Not set yet	No contact information yet
4/12/11	07-CV-5985	(C.D. Cal.)	<p>Meijer, Inc. et al. v. Abbott Laboratories Plaintiffs allege that Abbott violated the federal antitrust laws in connection with its sale of Norvir and Kaletra. Class members include all entities that</p>	Not set yet	Claims Administrator In Re Meijer, Inc. et al. V. Abbott Laboratories P.O. Box 2995 Portland,

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			<p>purchased Norvir and Kaletra from Abbott at any time between 12/3/03 and 8/27/08.</p> <p>Settlement: Abbott will mail a claim form to all Class Members identifying each Class Member's estimated net recovery from the Settlement fund. Recoveries will be calculated on a pro rata share based on Class Members' purchases of Norvir and Kaletra during the Class period. To receive the recovery, class members will need to sign and return the claim form as directed in the letter. A fund of \$52 million has been reserved for this settlement.</p>		OR 97208-2995
4/14/11	09-CA-2224	(E.D.N.Y.)	<p>Jack Jenkins, Individually and on Behalf of all other Persons Similarly Situated v. TSA Stores, Inc., d/b/a Sports Authority</p> <p>Plaintiff, a former co-manager of TSA Stores, Inc ("Sports Authority") alleges he should have been classified as a non-exempt employee and that he was entitled to and should have been paid overtime wages for hours worked in excess of 40 hours per week.</p> <p>Two sub classes have been conditionally certified:</p> <p>Federal Class consists of all individuals who worked anywhere in the U.S. for Sports Authority as a co-manager within three years prior to the timely return of the consent to join and Claim Form, and who was classified as an exempt employee when working as a co-manager.</p>	4/14/11	<p>Plaintiff Attorney: Klafter Olson Lesser LLP (914) 924-9200 www.klafterolsen.com</p> <p>Settlement Administrator: www.gcine.com (800) 231-1815`</p>

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			<p>State Class consists of all individuals who have worked for Sports Authority as a co-manager in either Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Georgia, Hawaii, Idaho, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Massachusetts, Mississippi, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, Wisconsin, and or Wyoming on or after April 4, 2008, who was classified as an exempt employee while working as a co-manager at Sports Authority; and in New York on or after 5/22/2003, or in Hawaii or Maine on or after 4/4/2005, or in Illinois or Florida on or after 4/4/2006, or in California on or after 4/4/2007.</p> <p>Sports Authority has reserved a settlement fund of \$990,000 to pay class members' W-2 tax withholdings and any employer share of payroll taxes on back wage payments, and service payments to named three co-manager plaintiffs. After these payments the residual will be divided among eligible settlement class members who submit a valid and timely claim form. A claim form will be mailed to all co-managers identifying the estimated amount of back pay that respective co-managers may receive if the settlement is approved by the court. Claims deadline is September 8, 2011.</p>		

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4/15/2011	10-CV-2964	(N.D. Ill.)	<p>Mc-K Sales, Inc., and Cantina 1134, LLC v. Discover Financial Services, Inc., DFS Services, et al.</p> <p>Plaintiff alleges that some Settlement Class Members were enrolled in membership programs without their permission. Defendant SHI, UMG, Discover Financial Services, Inc., n/k/a DFS Services LLC, Discover Bank LegalClub.com, Inc., Legal Club of America Corporation, and Brett A Merl.</p> <p>Class Members: If your business was enrolled in any of these programs between 1-1-05 and the date notice is first provided. The Merchant Technical Solutions, Business Advisor, and Tech Experts plans offered by UMG to both discover and other business merchants, and the Merchant Services Protection Plan, the Business Technical Care Plan, and the Merchant's Discount Health Plan offered by SHI to Discover Merchants it is included.</p> <p>Settlement: Defendants will pay all valid claims of members of the Settlement Class, together with notice and administration expenses, attorneys' fees and incentive awards, up to \$6 million. If your business is entitled to relief, it may submit a claim to receive a cash payment of as much as \$15 to \$150 for each program it was enrolled in, subject to certain caps. Claim using Tier 1 form payment range from \$15 to \$150; Tier 2 form payment range from \$150 to \$450.</p>	Not set yet	

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4/18/2011	10-CV-1849	(N.D. Ga.)	<p>In Re Food Service Equipment Hardware Antitrust Litigation</p> <p>This action was prompted by a May 6, 2010 guilty plea by Defendant Kason to charges filed by USDOJ in the Northern District of Georgia. DOJ charged Kason with violating Section 1 of the Sherman Act for conspiracy to allocate customers of food service equipment hardware between December 2004 and December 2008.</p> <p>Two settlement classes were created in this action: 1) The CHG class consists of all persons and entities that purchased food service equipment hardware within the U.S. directly from any Defendant (Kason Industries, and Component Hardware Group, Inc.) or any of their affiliates, or any alleged conspirator from 2/1/2004 through 2/11/2009 and 2) The Kason class is the same as the CHG class, except it also includes purchases of oven canopy hoods and plumbing products.</p> <p>Settlement in class 1) consists of CHG paying a rebate equal to 2.75% off the purchase price for the purchase of food service equipment hardware to participating class members on new purchases of Food Service Equipment Hardware over a two year period. Settlement in Class 2) with Kason includes the provision of a 2.75% rebate off the purchase price for all purchases of food service equipment hardware, including oven canopy hoods and plumbing products to participating class members on new purchases of food service equipment hardware over a thirty month period. At least one DC entity is a</p>	Not set yet	www.FoodServiceSettlement.com Settlement Administrator C/o Rust consulting, Inc. P.O. Box 24799 W. Palm Beach, Fl 33416

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			class member of this action.		
4/21/2011	08-CV-3652	(D.N.J.)	<p>Glenz v. Sharp Electronics Corp. Plaintiff alleged Sharp Electronics Corp. misrepresented the life span of the lamps contained in certain Sharp digital light processing (DLP) projectors sold between 7/1/05-12/31/07.</p> <p>Class members include persons who purchased a Sharp DLP projector in the US from Sharp, or a Sharp authorized retailer with model numbers: XE10S, XR10X, XR20S, SR20X, XR11XC, DR100, DT500, XGM50X, XGMB55X, or SV23000, between 7/1/2005-12/31/2007.</p> <p>Settlement provides for A) an extended 180 day warranty for replacement bulbs purchased by Class Members for the following lamp model numbers: ANXR10LP or ANXR10LP11, ANXR20LP, ANXR20LP11, AN100LP or AN100LP11. And B) Full or partial reimbursement for money spent by Class Members to purchase a replacement lamp bearing one of the following model numbers for the identified Sharp projector modules, upon completion and timely submission of a claim form with required documents, if the original lamp failed prematurely, and if the lamp bore one of the following model numbers: ANXR10LP, ANXR10LP11, ANXR20LP, ANXR20LP/1, or AN100LP/1.</p>	Not set yet	<p>Claims Administrator Rust Consulting, Inc. (507) 333-4307 Tel. (507) 333-4330 Fax. www.rustconsulting.com</p>
4/25/200	10-CV-01044 10-CV-01547	(E.D. Pa.)	James Williams v. ARAMARK Sports, LLC, et al. Plaintiff allege on behalf of himself and each	9/6/2011	

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			<p>of the Members that ARAMARK failed to properly pay them for all wages due, including for all straight and overtime hours worked.</p> <p>Class Members are all current and former non-administrative employees of ARAMARK Sports, LLC, ARAMARK Corporation, or any other ARAMARK entity, who were classified as hourly and/or non-exempt by ARAMARK and who, according to ARAMARK's time and payroll records, worked at the Sports Complex and received compensation for such work, for more than one Qualifying workweek between 3-5-07 and the Preliminary Approval Date, or the estates or other judicially appointed representatives of such persons.</p> <p>Settlement: ARAMARK will pay up to \$587,500 (the Maximum Settlement Amount") to pay (a) the timely claims of Class Members; (b) Class Attorneys' Fees and Costs; (c) Administrative Cost. The payments made pursuant to this Settlement to a Participating Claimant shall be determined as follows:</p> <ul style="list-style-type: none"> - The Settlement Pool will be divided by the total number of workweeks (where a Full Time Workweek is equal to one workweek and a Part Time Workweek is equal to one-half workweek = X. - All Full Time Workweeks will be calculated and paid out at X per workweek - All Part time Workweeks will be calculated and paid out at X x .5. - Workweeks with less than six hours will be excluded. 		

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4/25/2011	06 CV 0204	(M.D. Tenn.)	<p>Wike v. Vertrue, Inc. Plaintiff alleges Defendants violated the Electronic Fund Transfer Act when consumers were enrolled in Adaptive Marketing LLC's membership programs during a telemarketing call, and Adaptive charged recurring membership fees to the consumer's debit card without consumer's prior signed written authorization.</p> <p>Class Members include persons who were enrolled in one or more of Adaptive membership programs during a telemarketing call before Jan. 1, 2007 and the debit cards were first charged on or after March 14, 2005. The class excludes persons who paid using a credit card or who enrolled online, or via direct mail offers.</p> <p>The proposed settlement provides that class members may receive \$150 for each valid claim they submit, but final settlement amount may be reduced based on the number of valid claims submitted.</p>	Not set yet	<p>www.Debitcardsettlement.com Class counsels: Girard Gibbs LLP (415) 981-4800 or www.girardgibbs.com</p> <p>and Barrett Johnston, LLC (615) 244-2202 www.barrettjohnston.com</p>
4/29/2011	10-CV-01939	(D. Minn.)	<p>National Arbitration Forum Trade Practices Litigation Plaintiff alleges that NAF failed to resolve disputes fairly and impartially, and their decisions favored large creditors and debt collection law firms that regularly used NAF to resolve debt claims. In addition, the lawsuit claim NAF did not disclose financial conflicts of interests with the law firms that filed claims with NAF against consumer debtors. The</p>	Not set yet	No information available.

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			<p>Defendants are National Arbitration Forum, Inc. National Arbitration Forum, LLC., Agora Fund I. I.P. Fund I Coinvestment Partners, I.P. Agora Fund I Holding Partners: and Mann Bracken, LLP.</p> <p>Class Members are all persons in the United States who were involved in a consumer debt collection dispute and arbitration was initiated with one of the companies listed above. You are a Class Member even if your NAF awards were discharged in bankruptcy.</p> <p>Settlement does not include any money for Class Members, but the Defendants will be required to stop certain activities that violate federal and state consumer protection laws. Specific benefits include:</p> <ul style="list-style-type: none"> - Any case pending against you in NAF will be dismissed, if not prohibited by certain rules. - Mann Bracken will not be allowed to collect any debts they claim you owe. - NAF will be permanently removed from the consumer arbitration marketplace, and - Accretive and Agora will be removed from the consumer arbitration marketplace for 10 years. 		