|  **Notice Date** | **Case Number** | **Court** | **Case Name**  **Summary of Issue** | **Fairness Hearing Date** | **Website Link** |
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| **11-2-2015** | **15-CV-02590** | **(S.D.N.Y.)** | **Louis A. Rodriguez, et al. v. Calvin Klein, Inc. and PVH Corporation**Employee-plaintiffs allege that Defendants failed to comply with the federal Fair Credit Reporting Act by using background screening reports to make adverse employment decisions about job applicants, without first giving the applicant a copy of the report and a notice of their rights within a reasonable time before allegedly taking that adverse action (such as a job denial). The Class Period is from 4-3-2010 to 5-11-2015. | **Not set yet** | Prepared by Brenda Berkley**For more information write or call:****Francis & Mailman, P.C.****100 S. Broad Street****19th Floor****Philadelphia, PA 19110****212 735-8600 (Ph.) or****1-800 735-8600 (Ph.)** |
| **11-4-2015** | **13-CV-00945** | **(N.D. Cal.)** | **Police & Fire Retirement Systems of the City of Detroit v. Crane**Securities-purchaser-plaintiff alleges that Epocrates, Inc. (“Epocrates” or the “Company”), Rosemary A. Crane, and Patrick D. Spangler (“Defendants) knowingly or with deliberate recklessness engaged in a scheme to manipulate the price of Epocrates common stock. Defendants were aware that there were substantial and growing delays in the pharmaceutical customers’ approval processes, which in turn delayed the publication of DocAlerts and the time that the Company could record revenue on such DocAlerts. Lead Plaintiff alleges that Defendants determined that these delays had created a significant revenue gap in the first quarter of 2011. In response, Lead Plaintiff alleges, Defendants engaged in a scheme to misrepresent and conceal the Company’s problems by secretly canceling and reissuing DocAlerts contracts, which allowed the Company to record DocAlerts revenue sooner. Lead Plaintiff further alleges that in the first quarter of 2011, this scheme succeeded, and Defendants misleadingly touted significant revenue growth for that quarter without disclosing that: (i) such growth was achieved through canceling and reissuing contracts; and (ii) pharmaceutical customers’ approval delays were materially undermining the Company’s ability to record revenue. The Class is described as all who purchased or otherwise acquired Epocrates common stock during the period 2-1-2011 to 8-9-2011, inclusive. | **Not set yet** | **For more information write or call:****Joshua L. Crowell****GLANCY PRONGAY & MURRAY** **LLP****1925 Century Park East****Suite 2100****Los Angeles, CA 90067** |
| **11-4-2015** | **08-CV-00046** | **(S.D. Ohio)** | **Williams, et al. v. Duke Energy Corp., et al.**Ratepayer-plaintiffs allege that from 2005 to 2008 defendants unlawfully paid rebates through an affiliate to 24 large industrial or commercial customers under separate side agreements. Plaintiffs allege violation of federal racketeering and antitrust laws, as well as state racketeering and common law claims. The Class Period is from 1-1-2005 to 12-31-2008. | **4-18-2016** | **For more information write to:****Markovits, Stock &** **DeMarco, LLC****W.B. Markovits****119 E. Court Street****Suite 530****Cincinnati, OH 45202****Freking & Betz, LLC****Randolph Freking****525 Vine Street****Suite 600****Cincinnati, OH 45202** |
| **11-4-2015** | **13-CV-1620** | **(S.D.N.Y.)** | **In re: ITT Educational Services, Inc.**Securities-purchaser-plaintiffs allege that Defendant violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”), by allegedly misrepresenting the Company’s obligations under certain risk-sharing agreements that the Company had entered into in connection with certain third-party, private student loan programs for ITT’s students. Under those agreements, the Company would be liable to the third-parties if the Company’s students were to default on their student loans received under those programs beyond a certain threshold. The Action alleged that the Company knowingly or recklessly understated, or otherwise misrepresented, the extent of those liabilities, and that when the market learned the true extent of those liabilities, investors were harmed. The Class Period is from 4-24-2008 to 2-25-2013. | **Not set yet** | **For more information write to:****COHEN MILSTEIN**  **SELLERS & TOLL PLLC** **Carol V. Gilden** **190 South LaSalle St., Suite 1705** **Chicago, IL 60603**  |
| **11-5-2015** | **14-CV-01599** | **(S.D. Ind.)** | **In re: ITT Educational Services, Inc.****Defendants ITT Eductional Services, Inc. (“ITT”), Kevin M. Modany, and Daniel M. Fitzpatrick (collectively, “Defendants”)**Plaintiffs allege that Defendants engaged in securities fraud by misrepresenting the liabilities relating to two risk-sharing agreements for private student loan programs for ITT students and the effect of these programs on ITT’s liquidity and financial condition. Plaintiffs also allege misrepresentations and omissions, in documents filed with the U.S. Securities and Exchange Commission (the “SEC”) and in public statements to investors, regarding ITT’s accounting for its obligations under these risk-sharing agreements for private student loan programs. The Class Period is from 2-26-2013 to 5-12-2015. | **Not set yet** | **For more information visit:**[**www.ITTEducationSecuritiesLitigation-Indiana.com**](http://www.ITTEducationSecuritiesLitigation-Indiana.com) |
| **11-5-2015** | **14-CV-1741** | **(N.D. Ill.)** | **Douglas v. The Western Union Company**Consumer-plaintiff alleges that The Western Union Company (“Western Union”) sent text messages to wireless telephone numbers without prior express written consent of the recipients in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”). The Class Period is from 3-12-2010 to the date of Preliminary Approval. | **4-8-2016** | **For more information visit:****[www.WesternUnionTCPASettlement.com](http://www.WesternUnionTCPASettlement.com)** |
| **11-5-2015** | **14-CV-61978****14-CV-61375** | **(S.D. Fla.)** | **Christopher W. Legg v. Spirit Airlines, Inc.****Joseph A. Rosen v. Spirit Airlines, Inc.**Consumer-plaintiffs allege that Defendant printing transaction receipts that include credit card or debit card expiration dates violates the Fair and Accurate Credit Transactions Act, 15 U.S.C. § 1681c(g)(1), et seq. (“FACTA”). Plaintiffs sued Spirit for allegedly violating FACTA in the lawsuits identified above. The Class Period is from 8-29-2015 through the Preliminary Approval Date, inclusive. | **4-8-2016** | **For more information write to:****Michael Hilicki****Keogh Law LTD****55 W. Monroe Street****Suite 3390****Chicago, IL 60603****Scott David Owens****Patrick C. Crotty****Scott D. Owens, P.A.****3800 S. Ocean Drive****Suite 235****Hollywood, FL 33019** |
| **11-5-2015** | **14-CV-61543** | **(S.D. Fla.)** | **Christopher Legg v. Laboratory Corporation of America Holdings (“LabCorp”)**Consumer-plaintiff alleges that LabCorp willfully printed transaction receipts that included credit card or debit card expiration dates in violation of the Fair and Accurate Credit Transactions Act, 15 U.S.C. § 1681c(g)(1), et seq. (“FACTA”). The Class Period is from 7-6-2012 to Preliminary Approval Date. | **2-16-2016** | **For more information write to:****Michael S. Hilicki, Esq.****Keogh Law, Ltd.****55 Monroe St., 3390****Chicago, IL 60603** |
| **11-6-2015** | **13-CV-02628****14-CV-00024****14-CV-01580****14-V-02601** | **(N.D. Cal.)** | **Berry v. Urban Outfitters Wholesale, Inc.****Perez v. Urban Outfitters, Inc.****Santizo v. Urban Outfitters Wholesale, Inc.****Khan v. Urban Outfitters West, LLC (collectively “Plaintiffs”)**Employee-plaintiffs allege that Defendants violated California state labor laws as a result of their alleged failure to: (1) pay minimum and overtime wages; (2) provide meal and rest periods; (3) timely pay wages during employment; (4) timely pay wages upon discharge or termination of employment; (5) pay unused vacation time; (6) provide accurate, itemized wage statements; and (7) reimburse business expenses. The Class is described as all persons who were employed at Urban Outfitters stores in California in hourly positions from 5-1-2009 to date of Preliminary Approval Order and all persons who were employed at Free People stores in California in hourly positions from 10-29-2009 to date of Preliminary Approval Order. | **Not set yet** | **For more information write or call:****Raul Perez****Capstone Law APC****1840 Century Park E. Suite 450****Los Angeles, CA 90067****1-855 737-8026 (Ph.)** |
| **11-6-2015** | **14-CV-00801** | **(D.N.J.)** | **Damian Monteleone v. The Nutro Company, et al.**Consumer-plaintiff alleges that Defendants violated New Jersey law by improperly labeling and selling certain dog food products with a “Guaranteed Analysis” regarding the amount of *Bacillus* Species contained therein. The Class is described as all persons who purchased Ultra™ brand dry dog kibble between 4-1-2007 and 6-30-2009 and/or Ultra™ brand dog biscuits between 4-1-2007 and 4-30-2011. | **12-7-2015** | **For more information write or call:****JOHN H. DONBOLI****DEL MAR LAW GROUP, LLP****12250 El Camino Real****Suite 120****San Diego, CA 92130****858 793-6244 (Ph.)****858 724-1490 (Fax)** |
| **11-6-2015** | **14-CV-00330** | **(S.D. Ala.)** | **Jason Bennett v. Boyd Biloxi, LLC d/b/a IP Casino Resort Spa**Consumer-plaintiff alleges that Defendant placed telephone calls with pre-recorded messages advertising free concert tickets and other special promotions to Plaintiff and Class Members. The lawsuit contends these telephone calls violated the Telephone Consumer Protection Act because, the called recipients did not provide prior written express consent to Defendant to receive such telemarketing or advertising calls. The Class Period is from 10-16-2013 to date of Preliminary Approval. | **Not set yet** | **For more information write or e-mail:****Earl P. Underwood, Jr.****Kenneth J. Riemer****Underwood & Riemer, PC****21 South Section Street****Fairhope, AL 36532****epunderwood@alalaw.com****kjr@alaconsumerlaw.com** |
| **11-6-2015** | **12-CV-01893** | **(D.N.J.)** | **In re: New Jersey Tax Sales Certificates Antitrust Litigation****Re Defendants:****M.D. Sass Investors Services, Inc.; M.D. Sass Tax Lien Management, LLC; M.D. Sass Municipal Finance Partners – I, L.P.; M.D. Sass Municipal Finance Partners – II, L.P.; M.D. Sass Municipal Finance Partners – III, LLC; M.D. Sass Municipal Finance Partners – IV, LLC (“Sass”) and defendants Vinaya K. Jessani and Stephen E. Hruby (collectively with Sass, the “Sass Defendants”)**Purchaser-plaintiff alleges that Defendants entered into an illegal agreement or understanding to divide the available Tax Sales Credits (“TSCs”) among themselves and also an illegal agreement not to bid against each other when TSCs came up for bid. As a result of these alleged agreements, the interest rates associated with TSCs were allegedly higher than they otherwise should have been – making it more expensive for affected property owners to pay to redeem the TSCs. The Class Period is from 1-1-1998 to 2-28-2009. | **4-25-2016** | **For more information write to:****Jason A. Zweig****Hagens Berman Sobol Shapiro LLP****555 Fifth Avenue****Suite 1700****New York, NY 10017****James A. Pizzirusso****Seth R. Gassman****Hausfeld LLP****1700 K Street, NW****Suite 650****Washington, DC 20006** |
| **11-9-2015** | **14-CV-02570** | **(S.D. Cal.)** | **Dennis Petersen v. CJ America, Inc.**Consumer-plaintiff alleges that CJ America, Inc. mislabeled certain Annie Chun’s Noodle Bowls, Soup Bowls, and Ramen House products “NO MSG ADDED,” despite the fact that the Subject Products allegedly contained ingredients that have or are known to have MSG. The Class Period is from 11-19-2012 to date of Preliminary Approval Order. |  | **For more information write, visit or call:****Marc L. Godino****Glancy Prongay & Murray** **LLP****1925 Century Park East****Suite 2100****Los Angeles, CA 90067****mgodino@glancylaw.com****310-201-9150 (Ph.)** |
| **11-9-2015** | **13-CV-2811** | **(S.D.N.Y.)** | **Sullivan v. Barclays** Securities-purchaser-plaintiff alleges that Defendants methodically and purposefully manipulated the prices of Euribor futures and other Euribor derivative contracts through their deliberate and systematic submission of false Euribor rates to the European Biometric Forum (“EBF”) throughout the Class Period. The Defendants did so in order to unlawfully profit financially from the trading of Euribor futures and other Euribor derivative contracts held by them and/or other Euribor contributor banks. The Class Period is from 6-1-2005 to 3-31-2011.  | **Not set yet** | **For more information write or call:****Doug M. Chalmers****77 West Wacker Drive****Suite 4800****Chicago, IL 60601****312-606-8700 (Ph.)****LOWEY DANNENBERG COHEN**  **& HART, P.C****Vincent Briganti****Geoffrey M. Horn****One North Broadway****White Plains, NY 10601****914-997-0500 (Ph.)** |
| **11-9-2015** | **12-CV-01893** | **(D.N.J.)** | **In re: New Jersey Tax Sales Certificates Antitrust Litigation PLC****Re Defendants:****Isadore H. May and Robert U.Del Vecchio and the Robert U.Del Vecchio Pension Trust, both Defendants in the above-referenced litigation.**For more information see CAFA Notice dated 11-6-2015 above. | **4-25-2016** | **For more information write to:****Jason A. Zweig****Hagens Berman Sobol** **Shapiro LLP****555 Fifth Avenue****Suite 1700****New York, NY 10017** |
| **11-9-2015** | **13-CV-5696** | **(S.D.N.Y.)** | **Plumbers & Pipefitters Nat’l Pension Fund v. Orthofix Intern’l N.V., et al.**The Second Amended Complaint (“SAC”) in this Action alleges violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”). Defendants and Alan Milinazzo, a former Orthofix executive, allegedly misled investors by misrepresenting or concealing that Orthofix’s financial statements publicly issued during the Class Period were materially false and misleading because they were not prepared in accordance with Generally Accepted Accounting Principles (“GAAP”). In particular, the SAC asserts that Defendants and Mr. Milinazzo knowingly or recklessly inflated or otherwise misrepresented Orthofix’s reported financial condition through the use of improper revenue recognition practices, and that when the market learned the truth about these practices, the price of Orthofix’s common stock declined and investors were harmed. The Class Period is from 3-2-2010 to 7-29-2013. | **Not set yet** | **For more information write to:****Cohen Milstgein Sellers &** **Toll PLLC****Daniel S. Sommers****1100 New York Ave N.W.****Suite 500, East Tower****Washington, DC 20005** |
| **11-10-2015** | **15-CV-00152** | **(W.D.N.Y.)** | **Christopher Globus and Michaelene Dawson v. Pioneer Credit Recovery, Inc.**Consumer-plaintiffs challenge Pioneer’s use of a standardized authorization form that allowed consumers to make payments on their alleged debts via recurring debits from their checking accounts or payments on their credit cards. They allege that Defendants’ Withdrawal Authorization does not comply with the Electric Fund Transfer Act, 15 U.S.C. 1593, et seq. (the EFTA), and the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692, et seq. (the FDCPA). The Class Period is from 2-17-2014 to date of Preliminary Approval Order. | **7-27-2016** | **For more information write to:****James L. Davidson****Greenwald Davidson** **Radbil PLLC****5550 Glades Road****Suite 500****Baca Raton, FL 33431** |
| **11-12-2015** | **13-CV-03249** | **(N.D. Cal.)** | **Marie Minns, et al. v. Advanced Clinical Employment Staffing LLC, et al.**Employee-plaintiffs allege that Advanced Clinical Employment Staffing, LLC (“ACES”), HRN Services Inc. (“HRN”) and Sutter East Bay Hospitals dba Alta Bates Summit Medical Center (“Sutter”) failed to properly pay employees placed to work at certain Sutter healthcare facilities in California during labor disputes for all hours worked, failed to provide the requisite number of meal and rest periods, failed to provide meal and rest periods during which the employees were relieved of all duty, failed to timely pay the nurses their wages, and failed to provide accurate wage statements. The Class Period is from 4-30-2009 to 10-5-2015. | **Not set yet** | **For more information write, call or fax:****CHAVEZ & GERTLER LLP****Jonathan E. Gertler****42 Miller Ave.****Mill Valley, CA 94941****(415) 381-5599 (Ph.)****(415) 381-5572 (Fax)****ANDRUS ANDERSON LLP****Lori Andrus****155 Montgomery Street****San Francisco, CA 94104****(415) 986-1400 (Ph.)****(415) 986-1474 (Fax)** |
| **11-12-2015** | **13-CV-3923** | **(D.S.D.)** | **Heldt, et al. v. Payday Financial, LLC et al.**Consumer-plaintiffs allege that Defendants violated the Telephone Consumer Protection Act (“TCPA”) by calling persons on their cell phones using an automatic telephone dialing system (“Autodialer”) or artificial or prerecorded voice, without prior express consent.The Class Period is from 2-10-2010 to 9-8-2013. | **Not set yet** | **For more information e-mail:****Douglas J. Campion****Law Offices of Douglas J.** **Campion, APC****midlandsettlement@djcampion.com** |
| **11-12-2015** | **15-CV-01726** | **(C.D. Cal.)** | **James Eashoo v. Iovate Health Sciences U.S.A., Inc.**Consumer-plaintiff allege Defendant engaged in a practice known as “protein spiking,” whereby its protein products were “spiked” with amino acids, creatine, and other non-protein ingredients, which Plaintiff claims falsely registered as proteins. Plaintiff alleges that as a result of this practice, Defendant’s protein products contained less protein than what Defendant represented. The protein products at issue in this case are sold under the brand names MuscleTech, Six Star, EPIQ, and fuel:one. The Class Period is from 3-10-2011 to date of Preliminary Approval Order. | **3-21-2016** | **For more information write or call:****Daniel L. Warshaw****Pearson, Simon &**  **Warshaw, LLP****15165 Ventura Blvd. Suite 400****Sherman Oaks, CA 91403** |
| **11-12-2015** | **10-MD-02143** | **(N.D. Cal.)** | **In re Optical Disk Drive Products Antitrust Litigation****Re Defendants:****Pioneer Electronics (USA) Inc.; Pioneer North America, Inc.; Pioneer Corporation; and Pioneer High Fidelity Taiwan Co., Ltd. (collectively, “Pioneer”)****Toshiba Samsung Storage Technology Korea Corporation (“TSSTK”), Toshiba Samsung Storage Technology Corporation (“TSST”), Toshiba Corporation (“Toshiba Corp.”), Toshiba America Information Systems, Inc. (“TAIS”), Samsung Electronics Co., Ltd. (“SEC”), and Samsung Electronics America, Inc. (“SEAI”) (collectively, the “Settling Defendants”)****TEAC Corporation and TEAC America, Inc. (collectively, “TEAC”)****Quanta Storage Inc.****BenQ Corporation and BenQ America Corp. (together, the “BenQ Defendants”)**Purchaser-plaintiff alleges that Defendants and co-conspirators conspired to raise and fix the prices of Optical Disk Drive Products (“ODDs”) for six years, resulting in overcharges to direct purchasers of those ODDs and certain products containing ODDs. The complaint describes how the Defendants and co-conspirators allegedly violated the U.S. antitrust laws by establishing a global cartel that set artificially high prices for, and restricted the supply of ODDs. The Class Period is from 1-1-2004 to 1-1-2010. | **Not set yet** | **For more information call or visit:****1 888 270-0759 (Ph.)**[**www.ODDDirectPurchaserAntitrustSettlement.com**](http://www.ODDDirectPurchaserAntitrustSettlement.com) |
| **11-13-2015** | **10-MD-02143** | **(N.D. Cal.)** | **In re Optical Disk Drive Products Antitrust Litigation****Re Defendants:****Koninklijke Philips N.V., Lite-On Corporation, Philips & Lite-On Digital Solutions Corp., and Philips & Lite-On Digital Solutions USA, Inc. (collectively, “PLDS”)**For more information see CAFA Notice dated 11-12-2015 above. | **Not set yet** | **For more information call or visit:****1 888 270-0759 (Ph.)**[**www.ODDDirectPurchaserAntitrustSettlement.com**](http://www.ODDDirectPurchaserAntitrustSettlement.com) |
| **11-13-2015** | **12-CV-01893** | **(D.N.J.)** | **In re: Jersey Tax Sales Certificates Antitrust Litigation****Re Defendants:****BBX Capital Corporation F/K/A Bank Atlantic Bancorp, Inc.; Fidelity Tax, LLC; Heartwood 55, LLC; Michael Deluca; Gary I. Branse; David Jelley; Pat Caraballese; Pam Investors; Mooring Tax Assert Group LLC; American Tax Funding, LLC; CCTS, LLC; CCTS Tax Liens I, LLC; CCTS II, LLC; DSBD, LLC; ProCapital, LLC; ProCapital I, LLC; ProCapital Fund I, LLC; David Farber; David Butler; Robert Rothman; Norman T. Remick; William A. Collins; Richard J. Pisciotta, Jr.; Phoenix Funding, Inc.; and Benedict Caiola (collectively the “Defendants”)**For more information see CAFA Notice dated 11-6-2015 above. | **Not set yet** | **For more information write to:****Jason A. Zweig****Hagens Berman Sobol** **Shapiro LLP****555 Fifth Avenue****Suite 1700****New York, NY 10017****James A. Pizzirusso****Seth R. Gassman** **Hausfeld LLP****1700 K Street, NW****Suite 650****Washington, DC 20006** |
| **11-13-2015** | **15-CV-00258** | **(N.D. Cal.)** | **Ebarle, et al. v. LifeLock, Inc.**Consumer-plaintiffs allege that LifeLock made misrepresentations which generally fall into four categories: (1) LifeLock’s promise to provide “comprehensive” services in detecting fraud; (2) LifeLock’s promise to provide timely and continuous alerts of potential fraud twenty-four hours a day, seven days a week, three hundred sixty-five days a year; (3) LifeLock’s promise regarding its information security program; and (4) LifeLock’s promise to provide a “$1 Million Total Service Guarantee,” which the Class Representatives allege purports to promise insurance in an amount up to $1,000,000 against identity theft. The Class Period is from 9-1-2010 to date of the Preliminary Approval Order and the Subclass Period is from 1-1-2012 to 4-30-2015. | **Not set yet** | **For more information call or visit:****1 855 907-3140 (Ph.)**[**www.EbarleClassSettlement.com**](http://www.EbarleClassSettlement.com) |
| **11-13-2015** | **15-CV-04009** | **(W.D. Mo.)** | **Cortez Cody v. Industrial Staffing Services, Inc.**Consumer-plaintiff alleges that Industrial Staffing violated the Fair Credit Reporting Act (“FCRA”) by using a disclosure form and authorization that did not comply with the requirements of the FCRA. The Class Period is from 12-29-2012 to 5-28-2015. | **Not set yet** | **For more information write to:****C. Jason Brown****Brown & Associates LLC** **Attn:** **Industrial Staffing****FCRA Case, No. 14-CV-4315****301 S U.S. 169 Hwy.****Gower, MO 64454** |
| **11-13-2015** | **06-CV-743** | **(S.D. Ill.)** | **Gary Spano, John Bunk, James White, Jr. and Victor Dubbs v. The Boeing Company Employee Benefits Plans Committee, and Scott M. Buchanan**Securities-purchaser-plaintiffs allege that Defendants violated federal law by allowing the Plan’s recordkeeper to receive excessive fees from the Plan and by imprudently including excessively-expensive mutual funds, including the Small Cap Fund, as well as including the excessively volatile Technology Sector Fund and by holding excessive cash positions within the Company Stock Fund, reducing the returns of the Fund. The Class Period is from 9-28-2000 to 12-31-2006. | **Not set yet** | **For more information write, call or fax:****Jerome J. Schlichter****Mark G. Boyko****Sean Soyars****SCHLICHTER, BOGARD &** **DENTON****100 S. Fourth Street****St. Louis, MI 63102****314 621-6115 (Ph.)****314 621-7151 (Fax)** |
| **11-13-2015** | **13-CV-01347** | **(W.D. Wash.)** | **Rinky Dink, Inc., et al. v. Electronic Merchant Systems, Inc.**Consumer-plaintiffs allege that Electronic Merchant Systems, Inc. (“EMS”) and Jeffrey Gehrs (“Defendants”) violated the Telephone Consumer Protection Act (“TCPA”) by using an automatic telephone dialing system to make calls to consumers’ cell phones. The class representatives also claim that EMS violated the Washington Automatic Dialing and Announcing Device statute (“WADAD”) by calling class members’ telephones using an artificial or prerecorded voice. The class representatives claim that EMS did not have the consumers’ permission to make these calls. The Class Period is from 7-31-2009 to date of Preliminary Approval Order. | **Not set yet** | **For more information write to:****Adrienne McEntee Terrell Marshall** **Law Group PLLC,** **936 N. 34th Street Suite 300****Seattle, WA 98103** |
| **11-17-2015** | **14-CV-23120** | **(S.D. Fla.)** | **Anamaria Chimeno-Buzzi and Lakedrick Reed v. Hollister Co., and Abercrombie & Fitch Co.**Supplemental Notice: Plaintiff seeks preliminary approval of the Settlement and requests that the Court set a Fairness Hearing to be held on a date that falls between ninety (90) and one hundred (100) days after the issuance of the Preliminary Approval Order. For more information, see CAFA Notice Dated 9-18-2015 above. | **Not set yet** | **For more information write, call or fax:****David P. Milian****Frank S. Hedin****Carey Rodriguez Milian** **Gonya, LLP****1395 Brickell Avenue****Suite 700****Miami, Fla. 33131****305 372-7474 (Ph.)****305 372-7475 (Fax)** |
| **11-18-2015** | **12-MD-2413** | **(E.D.N.Y.)** | **In re: Frito-Lay North America, Inc. “All Natural” Litigation**Consumer-plaintiff alleges that Frito-Lay violated certain consumer protection statutes and state common law by labeling, marketing, and advertising various Tostitos, SunChips, and Fritos Bean Dip products (collectively, the “Products”) as “Made With All Natural Ingredients” or “Natural” when the Products were allegedly made from or contained unnatural, genetically-modified organisms (GMOs). Specifically, the lawsuit maintains that the corn used to make the Products comes from plants whose DNA was genetically altered through bioengineering. Plaintiffs contend this renders the “Natural” and “Made With All Natural Ingredients” claims misleading. The Class Period is from 1-1-2010 to date of Preliminary Approval Order. | **Not set yet** | **For more information write or call:****Ariana J. Tadler****Milberg LLP****One Penn Plaza****New York, NY 10119-0165****212 594-5300 (Ph.)** |
| **11-19-2015** | **15-CV-3433** | **(N.D. Ill.)** | **Vasquez v. Zara USA, Inc.**Consumer-plaintiff alleges that Defendant willfully violated the Fair and Accurate Credit Transactions Act (“FACTA”) amendment to the Fair Credit Reporting Act (“FCRA”). Specifically, Plaintiff claims that Defendant willfully violated 15 U.S.C. §1681c(g) in that Plaintiff received from Defendant a printed electronically-generated receipt at the point of sale or transaction which displayed the first six account digits of Plaintiff’s payment card. The Class Period is from 12-17-2014 to 4-27-2015. | **Not set yet** | **For more information visit:**[**www.settlementzara.com**](http://www.settlementzara.com) |
| **11-19-2015** | **14-CV-00208** | **(M.D.N.C.)** | **In re: Novant Health Inc., the Administrative Committee of Novant Health, Inc., Novant Health Retirement Plan Committee, and John Does**Employee-plaintiffs allege violations of the Employee Retirement Income Security Act (“ERISA”). Plaintiff alleged that during the Class Period, Defendants violated ERISA by imprudently and disloyally selecting high-priced investment options and by causing the Plan to pay excessive investment management, administrative, and brokerage fees. The Class Period is from 10-1-1998 to 9-30-2015. | **Not set yet** | **For more information write, e-mail, call or fax:****SCHLICHTER, BOGARD &**  **DENTON****Attn: Novant 401(k)** **Settlement****100 S. Fourth St.****St. Louis, MO 63102****Novant401ksettlement@uselaws.com****(314) 621-6115 (Ph.)****(314) 621-7151 (Fax)** |
| **11-19-2015** | **15-CV-00343** | **(W.D. Mo.)** | **Burris v. The Sherwin-Williams Company**Consumer-plaintiff alleges that The Sherwin-Williams Company violated the Telephone Consumer Protection Act (“TCPA”), by using an automatic telephone dialing system or an artificial or prerecorded voice message to contact Plaintiff or potential class members without their prior express consent. The Class Period is from 1-23-2015 to 1-29-2015. | **2-23-2016** | **For more information write or call:****Mitchell Burgess****The Burgess Law Firm****1000 Broadway****Suite 400****Kansas City, MO 64105****816 471-1700 (Ph.)** |
| **11-20-2015** | **09-CV-8486** | **(S.D.N.Y.)** | **Sykes, et al. v. Mel S. Harris and Associates LLC, et al.****Re Defendants:****Leucadia National Corporation, L-Credit, LLC, LR Credit, LLC, LR Credit 10, LLC, LR Credit 14, LLC, LR Credit 18, LLC, LR Credit 21, LLC, Joseph A. Orlando, and Phillip M. Cannella (collectively, “Leucadia”)**Consumer-plaintiffs allege that the Mel Harris Defendants – together with Leucadia National Corporation and certain of its affiliates and principals (the “Leucadia Defendants”), and the Samerv Defendants participated in a scheme designed to deprive Plaintiffs of due process and fraudulently obtain and enforce default judgments relating to alleged consumer debts. The operative complaint asserts claims under the Fair Debt Collection Practices Act, 15 U.S.C. §1962 et seq., the Racketeer Influence and Corrupt Organizations Act, 18 U.S.C. § 1961-1968, New York General Business Law § 349 and New York Judiciary § 487. The two Class descriptions are: a) a Rule 23(b)(2) Class of all persons or entities who have been or could have been sued by the Mel Harris Firm (or by any other counsel as directed by the Mel Harris Firm) as counsel for the Leucadia Defendants, including LR Credit, in actions commenced in any court located in the state of New York and where Default Judgments were or could have been sought; and b) an overlapping Rule 23(b)(3) Class of all persons or entities (all of whom are also members of the Rule 23(b)(2) Class) who have been sued by the Mel Harris Firm (or by any other counsel as directed by the Mel Harris Firm) as counsel for the Leucadia Defendants, including LR Credit, in actions commenced in any court located in the state of New York and where Default Judgments were obtained. | **5-11-2016** | **For more information write or call:****Matthew D. Brinckerhoff****Debra L. Greenberger****Elizabeth S. Saylor****600 Fifth Avenue****10th Floor****New York, New York 10020****212 763-5000 (Ph.)** |
| **11-20-2015** | **09-CV-8486** | **(S.D.N.Y.)** | **Sykes, et al. v. Mel S. Harris and Associates, LLC, et al.****Re Defendants:****Mel S. Harris Michael Young, David Waldman, Kerry Lutz and Todd Fabacher (collectively, the “Mel Harris Defendants”) as well as Samserv Inc., William Mlotok, Benjamin Lamb, Michael Mosquera, and John Andino (collectively the “Samserv Defendants”)** See CAFA Notice above for more information. | **5-11-2016** | **For more information write or call:****Matthew D. Brinckerhoff****Debra L. Greenberger****Elizabeth S. Saylor****600 Fifth Avenue****10th Floor****New York, New York 10020****212 763-5000 (Ph.)** |
| **11-20-2015** | **12-CV-0215** | **(C.D. Cal.)** | **Spann v. JC Penney Corporation, Inc.**Purchaser-plaintiff alleges that JC Penney engaged in a scheme of false price comparison advertising prior to 2-2012 and then again starting in 2013 through 2014. Plaintiff claims that JC Penney’s conduct violated various California laws that prohibit false advertising and unfair competition. The Class Period is from 11-5-2010 to 1-31-2012 or 1-1-2013 to 12-31-2014.  | **Not set yet** | **For more information write to:****Derek J. Emge****The Emge Firm, LLP****500 W. Broadway****Suite 1760****San Diego, CA 92101** |
| **11-23-2015** | **06-CV-6649** | **(C.D. Cal.)** | **Cole v. Asurion Corporation, Asurion Insurance Services, Inc. and T-Mobile USA, Inc. (collectively, “Defendants”)**Consumer-plaintiff alleges that Asurion and T-Mobile offered and sold cellular telephone insurance without adequately disclosing certain terms of the insurance policy. The Class Period is from 8-1-2003 to 4-2-2008. | **Not set yet** | **For more information write, call or e-mail:****Taras Kick****The Kick Law Firm, APC****201 Wilshire Boulevard****Santa Monica, CA 90401****310 395-2988 (Ph.)****tara@kicklawfirm.com** |
| **11-24-2015** | **14-CV-0453** | **(E.D. Mo.)** | **Steven Johnson v. AT&T Services, Inc., and Southwestern Bell Telephone Company**Consumer-plaintiff alleges that AT&T Services, Inc., and Southwestern Bell Telephone Company (“Defendants”) violated the Fair Credit Reporting Act (“FCRA”). Specifically, Plaintiff alleges that Defendants’ standard FCRA disclosure form (the “Consumer Disclosure and Authorization Form”) did not comply with some of the requirements of the FCRA and that Defendants did not obtain proper authorization to procure consumer reports. The Class Period is from 3-11-2012 to 6-15-2015. | **4-7-3016** | **For more information write to:****C. Jason Brown****Jayson A. Watkins****Brown & Associates LLC****Attn: Johnson****No. 14-0453****301 S. U.S. 169 Hwy****Gower, MO 64454** |
| **11-24-2015** | **14-CV-5615** | **(N.D. Ill.)** | **Able Home Health, LLC v. MSC Group, Inc. and Total Medical Solutions-DME & HH, Inc.**Consumer-plaintiff alleges that Defendant sent unsolicited facsimile advertisements promoting its services, and the fax did not contain an opt-out notice to stop sending faxes, as described in the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227. Plaintiff alleged that the sending of these faxes violated the TCPA, the Illinois Consumer Fraud Act and Illinois common law (conversion, trespass to chattels, and private nuisance). The Class Period is from 7-23-2010 to 7-23-2014. | **Not set yet** | **For more information write, call, fax or e-mail****Edelman, Combs, Latturner, & Goodwin, LLC (30144)****20 S. Clark Street****Suite 1500****Chicago, IL 606503****312 739-4200 (Ph.)****312 419 0379 (Fax)**[**www.edcombs.com**](http://www.edcombs.com) |
| **11-25-2015** | **13-CV-00433** | **(D. Nev.)** | **In re: Spectrum Pharmaceuticals, Inc. Securities Litigation**Securities-purchaser-plaintiff alleges that during the Class Period defendants made false and misleading statements about the prospects for Fusilev sales, which allegedly inflated the trading price of Spectrum’s stock. Lead Plaintiff alleges that on 3-12-2013, after the market closed, Spectrum issued a press release announcing that it anticipated a change in ordering patterns of Fusilev distributors, and that this revelation caused the company’s stock price to decline. The Class Period is from 8-8-2012 to 3-12-2013. | **Not set yet** | **For more information write to:****Labaton Sucharow LLP****Jonathan Gardner****140 Broadway****New York, NY 10005** |
| **11-30-2016** | **14-CV-00430** | **(S.D. Iowa)** | **Conradie, et al. v. Caliber Home Loans**Consumer-plaintiff alleges that Caliber willfully violated the Fair Credit Reporting Act by obtaining and/or using consumer reports without having a permissible purpose. The Class Period is from 10-29-2012 to 10-29-2014. | **Not set yet** | **For more information write to:****Thomas J. Lyons Jr., Esq.****CONSUMER JUSTICE CENTER** **P.A.****367 Commerce Court****Vadnais Heights, MN 55127** |
| **11-30-2015** | **15-CV-04348** | **(N.D. Cal.)** | **Vamsi Tadepalli v. Uber Technologies, Inc.**Consumer-plaintiff alleges that Uber charged users of its app who arranged for transportation to or from a California airport fees that Uber allegedly represented were due to be paid to the airports but that were not remitted to the airports. The Action further alleges that Uber represented that it charged the fees to reimburse drivers for payment of the fees to the airport. The Action alleges that these fees were described as “Airport Fee Tolls” on receipts that riders received after the completion of a trip to or from a California airport for which such a fee was charged. Plaintiff asserted the following claims: (1) violation of California’s Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, et seq.) (the “UCL”); (2) breach of contract; (3) breach of good faith and fair dealing; (4) unjust enrichment and restitution; (5) accounting; (6) conversion; (7) fraudulent concealment; (8) constructive trust; and (9) violation ofCalifornia Civil Code §§ 1750, et seq. (the Consumer Legal Remedies Act”). The Class Period is from 6-1-2010 to 11-13-2015. | **Not set yet** | **For more information write to:****“Uber Settlement”****Todd Schneider****Schneider Wallace Cottrell Konecky**  **Wotkyns LLP,****2000 Powell Street****Suite 1400****Emeryville, CA 94608** |
| **11-30-2015** | **15-CV-01103** | **(E.D. Mo.)** | **Suzanne Degnen, D.M.D. P.C. et al., v. Zimmer Dental, Inc., et al.**Consumer-plaintiffs allege that Zimmer Dental,Inc. and Amy Beth Gerzog (collectively, “Defendants”) violated the federal TelephoneConsumer Protection Act (“TCPA”) by sending unsolicited advertisements by fax without prior express invitation or permission. The Class Period is from 2-17-2011 to date of Preliminary Approval Order. | **4-14-2016** | **For more information write to:****Ronald J. Eisenberg****Mary B. Schultz****Robert Schultz****Schultz & Associates LLP****640 Cepi Drive, Suite A****Chesterfield, MO 63005** |
| **11-30-2015** | **14-CV-8495** | **(S.D.N.Y.)** | **In re: Tesco PLC Securities Litigation**Securities-purchaser-plaintiff alleges that Defendants made materially false and misleading statements and omissions regarding, inter alia, Tesco’s improper accounting and supplier practices, and its true financial condition. The Second Amended Complaint alleges that Defendants engaged in an accounting scheme whereby Tesco masked its decreasing profit margins through the use of improper accounting practices, in violation of International Financial Accounting Standards (“IFRS”) reporting requirements. More specifically, Lead Plaintiff alleges that Defendants recognized premature and fictitious income, delayed accrual of costs, overstated its inventory, and misrepresented “trading profit” and “underlying profit.” Absent these wrongful accounting practices, the Second Amended Complaint alleges that Tesco would have reported materially lower profits and even losses during the Class Period from 4-18-2012 to 9-22-2014. | **Not set yet** | **For more information write, call, fax or e-mail:****KAHN SWICK & FOTI, LLC****250 Park Avenue****Suite 2040****New York, NY 10177****212 696-3730 (Ph.)****504 455-1498 (Fax)****Kim.miller@ksfcounsel.com** |