

**Class Action Fairness Act (CAFA) Notices
in October, 2012 to the
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Notice Date	Case Number	Court	Case Name Summary of Issue	Fairness Hearing Date	Website Link
10-1-2012	10-CV-01116	(S.D. Cal.)	<p>Charles Smith, et al. v. CRST Van Expedited, Inc. Plaintiffs allege that CRST: 1) failed to pay the California minimum wage for all hours worked during its Phase 2 mandatory orientation program of the Driver Training Program ("DTP"), 2) failed to pay the California minimum wage for all hours worked during the Phase 3 Over-the-Road training program of the DTP, 3) committed unlawful, unfair, and deceptive business practices with respect to Contract Student's Pre-Employment Driver Training Agreements and Driver Employment Contracts and took illegal deductions from wages, and 4) committed unlawful and unfair business practices by failing to pay California or federal minimum wage for all hours worked by all drivers during Phase 2 and Phase 3 of the DTP.</p> <p>Class Members are all persons who worked as truck drivers for Defendant between 11-5-2005 and the Preliminary Approval Date inclusive.</p>	Not set yet	<p>For more information write, email or call:</p> <p>Jeffrey S. Nobel 29 South Main Street Suite 215 West Hartford, CT 06107</p> <p>jnobel@izardnobel.com</p> <p>(860) 493-6292</p>
10-1-2012	10-CV-2656	(N.D. Ohio)	<p>Alicia Roshong, et al., v. Fitness Brands, Inc., et al. The lawsuit raised allegations and claims concerning the advertising of the Ab Circle Pro, alleging that the Ab Circle Pro did not perform as represented. The Defendants are Fitness Brands, Inc., and Direct Entertainment Media Group, Inc.</p>	Not set yet	No information

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			Class Members are all individuals who purchased an Ab Circle Pro System between 10-20-2006 and [Preliminary Hearing Date].		
10-3-2012	11-CV-01783	(N.D. Ind.)	<p>Launa et al. v. America's Best Contacts & Eyeglasses, Inc. Plaintiffs (individuals with ambulatory disabilities who use wheelchairs or scooters) allege that America's Best violated the Americans with Disabilities Act ("ADA") in its provision of eye examination services and care.</p> <p>Class Members are all persons who (a) have an ambulatory disability for which they use wheelchairs or scooters, and (b) between the dates of 5-15-2009 and the date of entry of the final approval order and judgment were or would have been unable to obtain eye examination services and care at an America's Best Store due to a reason related to their disability or who were otherwise treated adversely due to a reason related to their disability.</p>	Not set yet	No information
10-4-2012	10-CV-1777	(S.D. Cal.)	<p>Sarabi, et al. v. Weltman, Winberg & Reis Co. Plaintiffs allege that Defendant Weltman violated a provision of the Telephone Consumer Protection Act ("TCPA"), by calling approximately 600,000 debtors on their cellular phones to collect debts, resulting in debtors being charged for the calls.</p> <p>Class Members are all persons with unique cell phone numbers within the United States who were</p>	1-18-2013	<p>For more information visit, call write: www.weltmantcpa.com 1800-398-5161 Weltman Cellphone Settlement c/o ILYM Group, Inc. P.O. Box 57087 Irvine, CA 92619</p>

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			called by Weltman as identified in Weltman's records, between 8-25-2006 and 8-25-2010, on their paging service, cellular telephone service, mobile radio service, radio common carrier service, or other service for which they were charged for the call, through the use of any predictive dialer and/or automatic telephone dialing system.		
10-4-2012	06-CV-71	(D. Del.)	<p>In re Metoprolol Succinate End Payor Antitrust Litigation</p> <p>Plaintiffs allege that AstraZeneca AB, AstraZeneca LP, AstraZeneca Pharmaceuticals LP and Aktiebolaget Hassle (collectively "AZ") violated the federal antitrust laws, the antitrust and unfair and deceptive trade practices laws of various states, and have been unjustly enriched in connection with the sale of the drug Toprol XL. Specifically, the lawsuit alleges that AZ obtained the patents covering Toprol XL through fraud and that AZ initiated sham patent infringement litigation against certain generic drug manufacturers to prevent them from introducing generic versions of Toprol XL. The lawsuit claims that AZ's actions denied consumers, insurers and other third party payers who paid for Toprol XL and its generic equivalent the benefits of competition and caused them to pay higher prices than they would have paid had AZ not engaged in anticompetitive conduct.</p> <p>Class Members are all persons or entities throughout the United States and its</p>	3-7-2013	<p>For more information write to:</p> <p>Joseph H. Meltzer Terence S. Ziegler Kessler Topaz Meltzer & Check, LLP 280 King of Prussia road Radnor, PA 19087</p>

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			territories, who indirectly purchased, paid for and/or reimbursed others for Toprol XL or its generic equivalent Metoprolol Succinate, intended for consumption by themselves, their dependent beneficiaries or their members, employees, plan participants, beneficiaries or insureds at any time from 5-5-2005 through [Preliminary Hearing Date].		
10-9-2012	06-CV-5036	(C.D. Cal.)	<p>In re: Broadcom Corporation Class Action Litigation</p> <p>Plaintiffs allege that Ernst & Young LLP ("EY") violated the Securities Exchange Act of 1934 by allegedly issuing a false and misleading audit opinion to investors in connection with its year-end audit of Broadcom for 2005 (the "2005 Audit Opinion"). The 2005 Audit Opinion allegedly contained misrepresentations and omissions regarding EY's audits of Broadcom, which were purportedly conducted in accordance with U.S. Generally Accepted Auditing Standards. The Amended Complaint further alleges that the Class Representative and other Class Members purchased Broadcom Class A common stock during the Class Period at artificially inflated prices and were allegedly damaged when the truth about Broadcom's stock option practices and EY's 2005 Audit Opinion was disclosed, causing Broadcom stock prices to drop.</p> <p>Class Members are all persons and entities that purchased or otherwise acquired the Class A common stock of Broadcom Corporation during the</p>	Not set yet	<p>For more information write to:</p> <p>Labaton Sucharow LLP Thomas A. Dubbs 140 Broadway New York, NY 10005</p>

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			period from 2-14-2006 through 5-25-2006, inclusive, and were allegedly damaged thereby.		
10-9-2012	11-CV-00726	(W.D. Wash.)	<p>Jason Moomjy v. HQ Sustainable Maritime Industries, Inc., Norbert Sporns and Jean-Pierre Dallaire, et al.</p> <p>Plaintiff alleges that HQSM and the individual Defendants provided false information to the Company's outside auditor as part of a fraudulent scheme to inflate HQSM's key financial metrics, including revenue and cash on hand. Plaintiff alleged that when the Company's auditor eventually discovered evidence of misconduct, that HQSM and the Individual Defendants quashed attempts by the auditor and the Company's own Audit Committee to investigate, according to a formal finding by the NYSE Amex Stock Exchange. Ultimately, the Exchange delisted HQSM, leaving Class Members with nearly worthless shares of the Company's stock.</p> <p>Class Members are all persons or entities who purchased or otherwise acquired HQSM common stock from 5-12-2009 through and including 4-1-2011, inclusive, or who acquired common stock or warrants to purchase common stock of HQSM issued pursuant to or traceable to the 6-2009 or 8-2010 Offerings, and who were damaged thereby.</p>	Not set yet	<p>For more information call, fax or visit:</p> <p>Claims Administrator, Strategic Claims Services 866-274-4004</p> <p>610-565-7985</p> <p>www.strategicclaims.net</p>

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10-10-2012	11-CV-468	(W.D. Mo.)	<p>Rhonda Dick, et al., v. Cerner Corporation Plaintiffs allege that the Cerner Corporation Wraparound Benefits Plan ("Plan") paid Out of Network ("OON") Benefits of insufficient amounts for healthcare services provided by out-of-network providers. In particular, the Plan document required that OON Benefits be paid at specified percentages of the "reasonable and customary" ("R&C") charge, which, in most cases, was 65% of the R&C charge. The Class Representative alleges that, to the extent that the Medicare Physician Fee Schedule ("MPFS") was used to determine the R&C charge, OON Benefits were paid in lesser amounts than the Plan contract required. The Class Representative alleges that Cerner violated the Employee Retirement Income Security Act ("ERISA"), and she seeks certain remedies, including seeking the difference between the amount of OON Benefits paid and those amounts that allegedly should have been paid.</p> <p>Class Members are all participants in the Cerner Corporation Wraparound Benefits Plan who, directly or indirectly, received "out of network" benefits that were determined by use of the Medicare Physician Fee Schedule based on charges for healthcare services received by such participants or related beneficiaries from 7-15-2009 through and including 2-29-2012.</p>	3-1-2012	<p>For more information write to:</p> <p>Phillips & Carcia, LLP Carlin Phillips, Esq. 13 Ventura Drive N. Dartmouth, MA 02747</p>

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10-11-2012	12-CV-00652	(N.D. Cal.)	<p>Fraser v. Asus Computer International, et al. Plaintiffs allege that the Transformer Prime computer tablet's GPS and WiFi signal quality is diminished based on the design of the tablet. Asus denies all allegations regarding WiFi but admits that the GPS did have issues, which Asus addressed by offering the Dongle to TF201 owners.</p> <p>Class Members are all United States residents who purchased an Asus Eee TF-201 Transformer Prime and did not receive a full refund.</p>	Not set yet	<p>For more information write to:</p> <p>Rick Nelson Class Member Relations Robbins Geller Rudman & Dowd LLP 655 West Broadway Suite 1900 San Diego, CA 92101</p>
10-12-2012	11-CV-01726	(N.D. Cal.)	<p>Fraley v. Facebook, Inc. Plaintiffs allege that Facebook unlawfully used Settlement Class Members' names, profile pictures, photographs, likenesses, and identities to advertise or sell products and services through Sponsored Stories, without obtaining Settlement Class Members' consent.</p> <p>Class Members are all persons in the Class who additionally have or have had a Facebook account at any time and had their names, nicknames, pseudonyms, profile pictures, photographs, likenesses, or identities displayed in a Sponsored Story, while under eighteen (18) years of age, or under any other applicable age of majority, at any time on or before the date of entry of the Preliminary Approval Order.</p>	Not set yet	<p>For more information call:</p> <p>Class Counsel: Robert S. Arns Arns Law Firm (800) 495-7800</p>

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10-15-2012	11-CV-00018	(E.D. Mo.)	<p>Clifford Roberts v. Dawn Food Products, Inc. The lawsuit alleges that the hourly employees at Dawn Food Products, Inc.'s facility in Mexico, Missouri: (1) were not paid for all hours and minutes worked, including, without limitation, the time spent putting on uniforms and other gear at the beginning of the day, removing such equipment and clothing at the end of the day, and traveling to and from work stations; (2) were not paid for time they spent working during meal and rest periods; (3) were subject to an unlawful time clock rounding policy; and (4) did not receive overtime compensation for all hours and minutes worked in excess of forty (40) hours per week. The Named Plaintiff seeks to recover payment for all hours and minutes allegedly worked and payment for allegedly unpaid overtime, including the interest thereon, statutory penalties, reasonable attorneys' fees, and litigation costs on behalf of all similarly-situated employees.</p> <p>Class Members are all current and former Non-Exempt, hourly employees who wore uniforms and who have been employed on a full-time basis by Dawn Food Products, Inc., at its facility in Mexico, Missouri, for at least one full week since 5-16-2007.</p>	Not set yet	<p>For more information write to:</p> <p>Dawn Foods Wage and Hour Settlement Administrator c/o Rust Consulting, Inc. 625 Marquette Avenue Suite 880 Minneapolis, MN 55402</p>
10-15-2012	10-CV-04846	(N.D. Cal.)	<p>Robles v. Lucky Brand Dungarees, Inc. Plaintiffs allege that Defendants caused unsolicited text messages to be sent to</p>	Not set yet	For more information write or call:

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			<p>consumers in August and September 2008 advertising Lucky Brand Jeans. These text messages were sent to consumers from the abbreviated phone number (called a "short code") 88202. The lawsuit claims that Defendants violated the Telephone Consumer Protection Act because consumers did not consent to receive these text message advertisements.</p> <p>Class Members are all persons nationwide who from 8-24-2008 until 9-15-2008, were sent Text Message(s) promoting Lucky Brand Jeans' "Back to School" promotion from the short code 88202.</p>		<p>Myles McGuire Edelson McGuire, LLC 350 North LaSalle Street Suite 1300 Chicago, IL 60654</p> <p>1-866-354-3015</p>
10-18-2012	10-CV-3494	(N.D. Ill.)	<p>Nicholas Martin v. CCH Incorporated Plaintiff alleges that Defendant or someone on its behalf called persons' cell phones, where the persons had not provided CCH prior express consent to receive calls.</p> <p>Class Members are all persons with Illinois addresses who were sent an email by or on behalf of defendant, where the email was sent at any time between and including 6-8-2007 and 6-8-2010, and the recipient and CCH did not have a prior or existing business or personal relationship at the time the email(s) were sent.</p>	3-19-2013	<p>For more information write to :</p> <p>Counsel for Plaintiffs: Alexander H. Burke Burke Law Offices, LLC 155 N. Michigan Ave. Suite 9020 Chicago, IL 60601</p>

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10-18-2012	08-CV-01958	(D. Minn.)	<p>In re: Zurn Pex Plumbing Products Liability Litigation</p> <p>The lawsuit alleges that Zurn designed and sold defective F1807 Fittings that prematurely degrade, leak and cause damage as a result of corrosion. It also claims that the warranty Zurn provided with these F1807 Fittings should pay for repairs related to their alleged failures. The lawsuit asks for money to be paid to people and entities that own homes, buildings and structures that contain F1807 Fittings. It also seeks to require Zurn to honor future warranty claims for damage resulting from the F1807 Fittings.</p> <p>Class Members includes any person or entity that owns or owned a building or property containing brass crimp fittings and connectors manufactured to ASTM standard F1807 and which were made from a type of brass commonly known as "yellow brass." People and entities that paid for damage or repairs caused by a leak of a Zurn F1807 fitting or connector may also file a claim in this settlement.</p>	2-25-2012	<p>For more information call, write or visit:</p> <p>877-341-4602</p> <p>Zurn Pex Claims Administrator PO Box 3266 Portland, OR 97208-4602</p> <p>www.plumbingfittingsettlement.com</p>
10-22-2012	11-CV-3908	(N.D. Cal.)	<p>Ragano v. Michaels Stores, Inc.</p> <p>Plaintiffs allege that Michaels failed to provide proper meal and rest periods, required class members to work off-the-clock, failed to pay all wages due, failed to pay overtime, failed to properly and timely pay all wages, including final wages upon Class members' terminations, failed to provide accurate</p>	Not set yet	<p>For more information write, call or fax:</p> <p>Class Counsel: Scott Edward Cole Hannah R. Salassi Scott Cole & associates, APC 1970 Broadway Ninth Floor</p>

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			<p>itemized wage statements and engaged in unfair competition. Plaintiffs allege that these violations resulted in underpayment of wages to Class Members and seek to recover unpaid wages.</p> <p>Class Members are all persons who are and/or were employed as non-exempt retail employees by Michaels Stores, Inc., in one or more of Michaels' California retail stores between 7-5-2007 and the present.</p>		<p>Oakland, California 94612</p> <p>510-891-9800</p> <p>510-891-7030</p>
10-22-2012	08-CV-0113	(D.N.D.)	<p>Bernard McKay v. Gary D. Tharaldson, et al.</p> <p>Plaintiffs allege that Defendants violated the federal pension law (ERISA) in connection with two transactions in which Gary Tharaldson and his family sold virtually all of the shares of Tharaldson Motels, Inc. ("TMI") to the TMI Employee Stock Ownership Plan ("ESOP"), for approximately \$500 million. Plaintiffs allege that Gary Tharaldson, as Trustee caused TMI ESOP to purchase TMI stock at inflated prices. As a result, Plaintiffs allege that the TMI ESOP incurred an excessive amount of debt, which was financed in large part by loans from the Tharaldsons family designed to allow the Tharaldsons to nominally place the ownership of TMI in the hand of the TMI ESOP while retaining management control and draining the company's cash flow. Plaintiffs allege that these transactions were undertaken not in the interest of the TMI ESOP and its participants, but for the benefit of the Tharaldson family, allowing the Tharaldson family to unload older, less economically viable hotel properties on</p>	Not set yet	<p>For more information call or e-mail:</p> <p>Counsel for Former Employee Class:</p> <p>Cohen Milstein Sellers & toll P.L.L.C. R. Joseph Barton Bruce F. Rinaldi</p> <p>202-408-4600 or Toll free 1-888-240-0775</p> <p>tmiesoplitigation@cohenmilstein.com</p> <p>Counsel for Current Employee Class Keller Rohrback P.L.C. Gary Gotto, Gary Greenwald, David Ko</p> <p>606-248-0088 or toll free 1-888-776-6044 tharaldsonmotelslawsuit@kellerrohrback.com</p>

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			<p>the TMI ESOP while taking the profits of TMI and purchasing new profitable hotel and motel properties for entities owned by the Tharaldson family.</p> <p>Class Members are all participants in the TMI ESOP and Trust (formerly known as the Tharaldson Motels, Inc. ESOP) at any time from 12-30-1998 to the present who received an allocation of plan assets to their TMI ESOP accounts which they did not subsequently forfeit under the terms of the TMI ESOP and who are no longer employees of TMI (or an affiliate of TMI), and the beneficiaries of such participants.</p>		
10-22-2012	11-CV-2711	(S.D. Cal.)	<p>Daniel Cox, et al. v. Clarus Marketing Group, LLC, et al.</p> <p>Plaintiffs allege that they and other persons were enrolled in FreeShipping.com without their knowledge or consent after placing an order for merchandise with a Provide Commerce Website and did not receive an appropriate confirmation of their enrollment. The Named Plaintiffs have asserted claims for conversion, declaratory relief, negligence, invasion of the right to privacy under the California Constitution, invasion of privacy, and for violations of the Racketeer Influenced and Corrupt Organization Act, the Electronic Funds Transfer Act, the Consumer Legal Remedies Act, California's Unfair Competition Law, the Connecticut Unfair Trade Practices Act, and Michigan Compiled Laws.</p>	Not set yet	<p>For more information write to:</p> <p>Class Counsel: James R. Patterson Patterson Law Group, APC 402 West Broadway 29th Floor San Diego, Cal. 92101</p>

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			<p>Class Members are all persons who between 2-16-2007 and [Date of Preliminary Approval Order], placed an order with a website operated by Provide Commerce, Inc. and were subsequently enrolled in FreeShipping.com Insiders Club or FreeShipping.com. The Court also certified a Subclass, consisting of: All persons who, between 4-1-2009 and 12-13-2009, placed an order with a website operated by Provide Commerce, Inc. and were subsequently enrolled in FreeShipping.com Insider's Club or FreeShipping.com by entering his or her email address and zip code to enroll.</p>		
10-25-2012	09-CV-05724	(W.D. Wash.)	<p>Plumbers and Pipefitters Local Union No. 630 Pension Annuity Trust Fund v. Northwest Pipe Company, et al.</p> <p>Plaintiffs allege that Defendants violated the federal securities laws by making false and misleading statements and using false financial statements during the Class Period.</p> <p>Class Members are all persons who purchased or otherwise acquired the common stock of Northwest between 4-2-2007 to 12-22-2011, inclusive.</p>	Not set yet	<p>For more information call or visit:</p> <p>1-800-447-7657</p> <p>www.gilardi.com</p>
10-25-2012	12-CV-1016	(S.D. Ind.)	<p>Collier v. Brightpoint ("BrightPoint"), Inc., et al.</p> <p>Plaintiffs allege that BrightPoint's Board of Directors breached their fiduciary duties and/or other violations of state and federal</p>	Not set yet	<p>For more information write to:</p> <p>David T. Wissbroecker Robbins Geller Rudman & Dowd LLP</p>

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			<p>law arising out of defendants' efforts to complete the sale of the Company to Ingram Micro Inc. ("Ingram"), pursuant to an unfair process and for an unfair price. BrightPoint allegedly aided and abetted these breaches of fiduciary duty. This matter arises out of defendants' alleged dissemination of a false and misleading proxy statement in violation of §§14(a) and 20(a) of the 1934 Act and SEC Rule 14a-9 promulgated thereunder, and the Board's breaches of their fiduciary duties owed to the Company's stockholders under state law.</p> <p>Class Members are all record holders and beneficial owners of common stock of BrightPoint, Inc. at any time during the period beginning on and including 3-16-2012 through and including the date of the consummation of the Merger.</p>		<p>655 West Broadway Suite 1900 San Diego, Cal. 92101</p>
10-26-2012	07-MD-1840	(D. Kan.)	<p>In re: Motor Fuel Temperature Sale Practices Litigation (Settling Defendants are: Sam's East, Inc., Sam's West, Inc., Wal-Mart Stores, Inc., and their parents, subsidiaries and affiliates)</p> <p>Plaintiffs allege that Defendants sold motor fuel for a specified price per gallon without disclosing or adjusting for temperature expansion and are liable under state law theories which include breach of contract, breach of warranty, fraud and consumer protection.</p> <p>Class Members are all persons who, between 1-1-</p>	Not set yet	<p>For more information visit: www.Costo.com/fuelsettlement.pdf.</p>

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			2001 and the date of this Agreement, purchased motor fuel from Costco at a temperature above 60 degrees Fahrenheit.		
10-26-2012	05-MD-1720	(E.D.N.Y.)	<p>In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation Plaintiffs allege that Visa, MasterCard, and their respective member banks, including the Bank Defendants: 1) violated the law because they set interchange fees; 2) imposed and enforced rules that limited merchants from steering their customers to other payment methods, insulating the defendants from competitive pressure to lower the interchange fees; 3) conspired together about some of the business practices challenged; 4) continued in those activities despite the fact that Visa and MasterCard changed their corporate structure and became publicly owned corporations after this case was filed; 5) caused the merchants to pay excessive fees for accepting Visa and MasterCard cards and 6) but for Defendants' conduct there would have been no interchange fee or those fees would have been lower.</p> <p>Class Members are of two classes: Cash Settlement Class are all persons, businesses or other entities that accepted Visa-Branded Cards and/or MasterCard-Branded Cards in the United States at any time from 1-1-2004 to the Settlement Preliminary Approval Date.</p> <p>Rule Changes Settlement Class Members are all</p>	Not set yet	For more information call or visit: 1-888-777-6666 www.PaymentCardSettlement.com

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			persons, businesses or other entities that as of the Settlement Preliminary Approval Date, or in the future, accept any Visa-Branded Cards and/or MasterCard-Branded Cards in the U.S.		
10-26-2012	10-CV-02500	(N.D. Cal.)	<p>Zepeda, et al. v. PayPal, Inc. Plaintiffs allege that PayPal improperly handled disputed transactions on PayPal accounts and improperly placed holds, reserves or limitations or closed accounts for security or other reasons. Plaintiffs also allege that PayPal failed to provide them with annual error-resolution notices and monthly account statements.</p> <p>Class Members are all current and former users of PayPal in the United States who had an active PayPal account between 4-19-2006 and [Date of Entry of the Preliminary Approval Order].</p>	Not set yet	No information
10-26-2012	11-MC-1715	(D.D.C.)	<p>In re: LivingSocial Marketing & Sales Practices Litigation Plaintiffs allege that the Vouchers used to redeem Deals (items marketed, sold or promoted exclusively on the LivingSocial websites, including but not limited to products, services, gift cards or credit) are "gift certificates" and that expiration dates and other conditions applied to the Vouchers violate state and federal gift card and gift certificate regulations. The Action also asserts related claims for breach of contract,</p>	3-7-2013	No information

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			<p>false advertising and unjust enrichment.</p> <p>Class Members are all persons in the United States who purchased or received any Deal Voucher prior to 10-1-2012.</p>		
10-29-2012	07-MD-1840	(D. Kan.)	<p>In re: Motor Fuel Temperature Sale Practices Litigation (Settling Defendants are: BP Products North America Inc., BP West Coast Products LLC, CITGO Petroleum Corporations, ConocoPhillips Company, Exxon Mobil Corporation, Esso Virgin Islands, Inc., Mobil Oil Guam, Inc., Motiva Enterprises LLC and Equilon Enterprises LLC d/b/a Shell Oil Products US, and Sinclair Oil Corporation)</p> <p>Plaintiffs allege that the Companies violated state consumer protection and other laws by selling motor fuel to retail consumers for a specified price per gallon without disclosing or adjusting for the effects of temperature.</p> <p>Class Members include all person or entities who bought gasoline or diesel fuel at a gas station in any of the States at issue between 1-1-2001 and to the Settlement Preliminary Approval Date. For some of the Settlements Class members must have purchased motor fuel from a station owned, operated or branded by one of the Companies.</p>	Not set yet	<p>For more information visit or write to:</p> <p>www.HotFuelLitigation.com</p> <p>Notice Administrator at: Hot Fuel Settlement c/o Dahl Administration P.O. box 3614 Minneapolis, MN 55403-0614</p>

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10-29-2012	11-MD-228	(E.D. Pa.)	<p>In re: Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation Plaintiffs allege that Imprelis® was an herbicide (weed-control product) approved for use in many states across the country (except California and New York) and used by lawn care professionals or residential and commercial properties as well as by golf courses and other self-applicators between 8-31-2010 and 8-21-2011. In addition to weeds, the lawsuit claims that Imprelis® also kills and damages certain trees and other non-target vegetation. DuPont suspended the sale of Imprelis® after receiving reports of damaged and dying trees across the U.S.</p> <p>Class (1) Members are all Property Owners who own or owned property in the U.S.: 1) where Imprelis® was applied, or 2) adjacent to a property where Imprelis® was applied, and whose trees show damage from Imprelis® by [Date of Preliminary Approval Order].</p> <p>Class (2) Members are Applicators (Lawn Care Professionals) that: 1) purchased Imprelis® or received Imprelis® from a purchaser, and 2) applied Imprelis® on property owned by another person or entity in the U.S. as part of their normal business.</p> <p>Class (3) Members are all Golf Courses and Other Imprelis® Self-Applicators that: 1) purchased Imprelis® or received Imprelis® from a purchaser, and 2) applied Imprelis® on</p>	Not set yet	<p>For more information visit or write to: www.TreeDamageSettlement.com Hollis Salzman, Esq. Labaton Sucharow 140 Broadway New York, NY 10005</p>

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Notice Date	Case Number	Court	Case Name Summary of Issue	Fairness Hearing Date	Website Link
			property in the U.S. that they own or owned.		
10-30-2012	10-CV-01008	(C.D. Cal.)	<p>Razmig Tchoboian and Angela Potikyan v. FedEx Office and Print Services, Inc. (f/k/a FedEx Kinko's Office and Print Services, Inc.); and DOES 1 through 10 inclusive</p> <p>Plaintiffs allege that FedEx Office willfully violated the Fair and Accurate Credit Transactions Act ("FACTA") by printing receipts showing the first two and last four digits of consumers' credit card and debit card numbers.</p> <p>Class Members are all individuals who made a purchase at a FedEx Office store between April, 2009 and April, 2010 using a personal credit card or debit card, received a receipt showing the first two and last four digits of the card number, and can produce the actual receipt or a photocopy of the receipt.</p>	Not set yet.	<p>For more information visit:</p> <p>www.FXOClassaction.com.</p>