|  **Notice Date** | **Case Number** | **Court** | **Case Name Summary of Issue** | **Fairness Hearing Date** | **For more information** |
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| **5-2-2018** | **14-CV-03264** | **(N.D. Cal.)** | **In re: Capacitors Antitrust Litigation****Re Defendants: Hitachi Chemical Co., Ltd., Hitachi Aic Inc. and Hitachi Chemical Co. America, Ltd. (“Hitachi”); Soshin Electric Co., Ltd. And Soshin Electronics Of America, Inc. (“Soshin”); Rubycon Corp. and Rubycon America, Inc. (“Rubycon”); Holy Stone Enterprise Co., Ltd., Holy Stone Holdings Co., Ltd., Holy Stone Polytech Co., Ltd., And Milestone Global Technology, Inc. (“Holystone”); and Nippon Chemi-Con Corp. and United Chemi-Con, Inc. (“NCC/UCC”) (collectively, “Settling Defendants”).** The lawsuit alleges that Defendants and co-conspirators conspired to raise and fix the prices of Capacitors for more than ten years, resulting in overcharges to indirect purchasers of Capacitors. The complaint describes how the Defendants and co-conspirators allegedly violated the U.S. and state antitrust, unfair competition, and consumer protection laws by agreeing to fix prices and restrict output of Capacitors by, among other things, face-to-face meetings and other communications, customer allocation, and the use of trade associations.  | **Not set yet**Prepared by Brenda Berkley | **For more inforamtion visit or call:**[**WWW.CAPACITORSINDIRECTCASE.COM**](http://WWW.CAPACITORSINDIRECTCASE.COM)**1 866 217-4245 (Ph.)**  |
| **5-2-2018** | **14-CV-5628** | **(D.N.J.)** | **In re: Commvault Systems, Inc. Securities Litigation****Re Defendants: Brian Carolan an N. Robert Hammer (collectively, “Defendant”)**Plaintiff alleges that Defendants made materially false and misleading statements about Commvault’s business and financial results, including improperly deferring software revenue in order to conceal the financial impact of the loss of its largest business partner, Dell, Inc. The Amended Complaint further alleged that the price of Commvault common stock was artificially inflated as a result of Defendants’ allegedly false and misleading statements, and declined when the truth was revealed. | **5-14-2018** | **For more information call, visit or write:****888 684-4880 (Ph.)**[**www.commvaultsecuritieslitigation.com**](http://www.commvaultsecuritieslitigation.com)**Bernstein Litowitz Berger &** **Grossmann LLP** **James A. Harrod** **1251 Avenue of the Americas 44th Floor** **New York, NY 10020**  |
| **5-3-2018** | **15-CV-05307** | **(W.D. Wash.)** | **John Lennartson, et al. v. Papa Murphy’s, et al.****Re Defendants**: **Papa Murphy’s Holdings,****Inc. and Papa Murphy’s International, L.L.C. (collectively referred to as “Papa Murphy’s” or “Defendants”)**Plaintiffs allege that Papa Murphy’s sent text message advertisements to recipients without their prior express written consent, and without disclosing they were doing so using an autodialer. The Plaintiffs allege violations of the Telephone Consumer Protection Act, the Washington Consumer Protection Act, and the Washington Commercial Electronic Mail Act.  | **Not set yet** | **For more information write to:****KELLER ROHRBACK****Mark A. Griffin****Karin B. Swope****1201 Third Avenue****Suite 3200****Seattle, WA 98101** |
| **5-3-2018** | **15-CV-07952** | **(C.D. Cal.)** | **Guangyi Xu v. ChinaCache Int’l Holdings**Plaintiff alleges that Defendants violated the federal securities laws by making false or misleading statements in ChinaCache’s filings with the Securities and Exchange Commission or other public statements to investors. The Complaint asserts that the alleged misstatements or omissions artificially inflated the price of ChinaCache ADS, and that the ADS prices dropped in response to certain subsequent disclosures. | **8-13-2018** | **For more information write to:****Jacob A. Goldberg** **THE ROSEN LAW FIRM, P.A.** **101 Greenwood Avenue** **Suite 440** **Jenkintown, PA 19046**  |
| **5-3-2018** | **17-CV-00137** | **(C.D. Cal.)** | **Jeremy Salazar v. Midwest Servicing Group Inc.**This lawsuit claims that Midwest violated the Fair Debt Collection Practices Act (“FDCPA”) by sending letters to certain consumers that demanded payment within thirty days, and allegedly overshadowed and contradicted the recipients’ right to dispute the validity of the alleged debt. | **Not set yet** | **For more inforation write or call:****G. Thomas Martin, III****Nicholas J. Bontrager****Martin & Bontrager, APC****6464 W. Sunset Blvd.****Suite 960****Los Angeles, CA 90028****323 238-8095 (Ph.)** |
| **5-3-2018** | **17-CV-08853** | **(S.D.N.Y.)** | **Altareek Grice v. Pepsi Beverages Company (“PBC”) and DOES 1 through 10**The complaint alleged that PBC violated the Fair Credit Reporting Act by procuring or causing to be procured background reports for employment purposes without properly making legally required, stand-alone disclosures in advance. | **Not set yet** | **For more information write to:****The Dion-Kindem Law Firm****Attn: Peter R. Dion-Kindem****21550 Oxnard Street****Suite 900****Woodland Hills, CA 91367****peter@dion-kindemlaw.com** |
| **5-4-2018** | **14-CV-01707** | **(M.D. Tenn.)** | **Jacquelyn Ajose, et al. v. Interline Brands, Inc.**The lawsuit claims that Interline; 1) imported, manufactured, designed, distributed and sold DuraPro™ Toilet Connectors withdefective plastic Coupling Nuts; 2) knew of the defective condition of the Coupling Nuts for years before the product was redesigned or replaced; 3) Failed to provide, or provided inadequate, installation instructions; and4) Failed to provide warnings to prevent failure of the Coupling Nuts. The lawsuit claims that Interline’s actions led to damage resulting from the failure of the Coupling Nuts on the DuraPro™ Toilet Connectors. | **Not set yet** | **For more information write to:****Simon B. Paris****Patrick Howard****Saltz, Mongeluzzi, Barrett &** **Bendesky, P.C.****120 Gibraltar Road****Suite 218****Horsham, PA 19044** |
| **5-4-2018** | **17-CV-11630** | **(E.D. Mich.)** | **Bowman v. Art Van Furniture, Inc.**This lawsuit alleges that Art Van made phone calls to telephones in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et. seq*. The Class Representative claims that Art Van made phone calls to telephone users who never provided prior express consent. | **Not set yet** | **For more information write to:****Steven Woodrow****Class Counsel****Woodrow & Peluso, LLC****3900 East Mexico Ave.****Ste. 300****Denver, CO 80210** |
| **5-4-2018** | **17-CV-02314** | **(D. Minn.)** | **Love Stone v. Aargon Agency, Inc.**Plaintiff claims Defendant violated the Fair Debt Collection Practices Act, U.S.C. § 1692, et seq., by charging a fee for use of a credit or debit card.  | **Not set yet** | **For more information write to:****Thomas J. Lyons, Jr.****Consumer Justice Ctr., P.A.****367 Commerce Court****Vadnais Heights, MN 55127** |
| **5-9-2018** | **5-CV-3923** | **(E.D.N.Y.)** | **In re: Symbol Technologies Inc.**Among other things, the Action is about whether the Defendants violated the federal securities laws by allegedly making misleading statements to the investing public concerning Symbol’s internal controls and whether the Defendants published revenue guidance that lacked a reasonable basis.  |  | **For more information write to:****Michael J. Wernke****Pomerantz LLP****600 Third Avenue****20th Floor****New York, NY 10016** |
| **5-9-2018** | **16-CV-05519** | **(C.D. Cal.)** | **In re: CytRx Corporation Securities Litigation****Re Defendants: Steven A. Kregsman and John Y. Caloz (collectively, the “Defendants”)**Plaintiffs allege that Defendants under Section 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder, and against the Individual Defendants under Section 20(a) of the Exchange Act; and on 1-25-2017, Lead Plaintiff filed and served his corrected First Consolidated Amended Class Action Complaint for Violations of the Federal Securities Laws (the “FAC”). Among other things, the FAC alleged that Defendants made materially false and misleading statements and/or failed to disclose that CytRx’s pivotal global Phase 3 clinical trial of aldoxorubicin (the “Phase 3 Trial”) did not conform to the Special Protocol Assessment (“SPA”) governing the trial, and that as a result, the study’s results were at significant risk of not being statistically significant. The FAC further alleged that when the market learned of Defendants’ alleged misrepresentations and omissions, the price of CytRx Common Stock fell, causing damage to purchasers of CytRx Common Stock during the Class Period. | **Not set yet** | **For more information write to:****Glancy Prongay &** **Murray LLP****Alexa Mullarky****1925 Century Park East****Suite 2100****Los Angeles, CA 90067** |
| **5-10-2018** | **14-CV-00160** | **(E.D. Cal.)** | **Yesenia Melgar, et al. v Zicam LLC and Matrixx Initiatives, Inc.**Plaintiff claims that Zicam LLC and Matrixx Initiatives, Inc. (“Zicam”), made false and misleading statements about the effectiveness of certain Zicam products in violation of state and federal law.   | **Not set yet** | **For more information write to:****L. Timothy FisherBursor & Fisher, P.A.1990 North California Blvd., Suite 940Walnut Creek, CA 94596** |
| **5-10-2018** | **15-CV-01376** | **(M.D. Fla.)** | **Glenda Grant v. Ocwen Loan Servicing, LLC**Plaintiff alleges that Ocwen violated Section 1692e of the Fair Debt Collection Practices Act (“FDCPA”) by sending Monthly Statements and/or Delinquency Notices to members of the Settlement Class—that is, to persons whose personal liability on the loan was previously discharged in a Chapter 7 bankruptcy. Such correspondence, Plaintiff Grant contends, misrepresented the character and legal status of the home mortgage loan to such borrowers by suggesting that they remained personally obligated to continue making payments on their loans even though personal liability on those loans was previously discharged in bankruptcy.  | **Not set yet** | **For more information call or write:****352 753-8600 (Ph.)****Janet R. Varnell****Brian W. Warwick** **Varnell & Warwick, P.A.****P.O. Box 1870,** **Lady Lake, FL 32158** |
| **5-11-2018** | **15-CV-13022** | **(D. Mass.)** | **Griffiths v. Aviva London Assignment Corp., et al.****Re Defendant: Aviva International Insurance Ltd. (f/k/a CGU International Insurance, plc)**The lawsuit claims that between 1-1-2002 and 12-31-2009, Defendants sold certain structured settlement annuities (“the Annuities”) which were covered by a Capital Maintenance Agreement pursuant to which CGU agreed to provide capital to the entity responsible for making payments on the Annuities if that entity was unable to satisfy its obligations under those Annuities, including an annuity of which you may be a beneficiary. The lawsuit claims that Defendants breached this commitment by purporting to terminate the Capital Maintenance Agreement in or around 10-1-2013 | **Not set yet** | **For more inforamtion write, call, fax or e-mail:****Jerome M. Marcus****Marcus & Auerbach LLC****1121 N. Bethlehem Pike, Suite 60-242** **Spring House, PA 19477** **215 885-2250 (Ph.)****888 875-0469 (Fax)****jmarcus@marcusauerbach.com****info@marcusauerbach.com** |
| **5-11-2018** | **17-CV-04464** | **(N.D. Ill.)** | **Bishop, et al. v. Behr Process Corporation, et al.****Re Defendants: Behr Process Corporation, Behr Paint Corp. and Masco Corporation (collectively, “Behr”)**Plaintiffs allege that Behr manufactures and sells a line of products under the name “DeckOver” that (a) does not live up to the promises made regarding the performance of DeckOver, (b) deteriorates quickly, (c) fails to protect the surfaces to which they are applied, (d) fails to adhere to the surfaces to which it is applied and (e) causes property damage to the surfaces to which they are applied, and asserts claims under the Declaratory Judgement Act, various states’ consumer fraud statues, and common law theories of unjust enrichment and negligent misrepresentation. | **Not set yet** | **For more information write to:** **Katrina Carol****Lite DePalma Greenberg****211 W Wacker Drive****Chicago, Ill 60606****Joseph G. Sauder****Sauder I Schelkopf****555 Lancaster Avenue****Berwyn, PA 19312** |
| **5-14-2018** | **12-CV-5723** | **(S.D.N.Y.)** | **The Berkshire Bank and Government Development for Puerto Rico v. Bank of America, et al.**Plaintiff alleges common law fraud violations in connection with Barclays’ and other banks’ USD LIBOR submissions during the 8-2007 through 5-2010 class period. The Action was brought by Plaintiffs on behalf of lending institutions headquartered in the United States that originated loans, held loans, held interests in loans, owned loans, owned interests in loans, purchased loans, purchased interests in loans, sold loans, or sold interest in loans with interest rates based upon U.S. Dollar LIBOR during the class period.  | **Not set yet** | **For more information write, call or fax:****Jeremy A. Lieberman****Michael J. Wernke****Pomerantz LLP****600 Third Avenue****20th Floor****New York, NY 10016****212 661-1100 (Ph.)****212 661-8665 (Fax)** |
| **5-14-2018** | **15-CV-6945** | **(D.N.J.)** | **Bang, et al. v. BMW of North America, LLC, et al.****Re Defendants: Bayerische Motoren Werke Aktiengesellschaft (collectively, “Defendants”)** This lawsuit involves model-year 2009-2014 BMW 5 series, 6 series, 7 series, X5, and X6 vehicles equipped with N63 engines that were purchased or leased in the United States or Puerto Rico (the “Class Vehicles”). The lawsuit alleges that the Class Vehicles consume excessive amounts of engine oil, requiring additional oil changes and the need for adding engine oil between regular oil changes, as well as substantial battery drain potentially causing premature battery failure. BMW AG, which manufactures BMW vehicles, and BMW NA, which distributes and warrants BMW vehicles in the U.S., deny these allegations and stand behind and support their products. | **9-10-2018** | **For more information visit, write or e-mail:**[**www.cafanotices.com**](http://www.cafanotices.com)**Matthew D. Schelkopf****McCune Wright Arevalo, LLP****555 Lancaster Avenue****Berwyn, Pennsylvania 19312****mds@mccunewright.com** |
| **5-14-2018** | **17-CV-0018** | **(N.D. Cal.)** | **Steve Ferrari, et al. v. Autobahn, Inc., et al.****Re Defendants: Soinic Automotive, Inc. (“Sonic”) and Autobahn, Inc. (“Autobahn”)**Plaintiffs alleged that Autobahn used non-Genuine parts in the service and/or repair of customer and used vehicles without fully disclosing this practice to the consumer. Importantly, none of the non-Genuine parts used were substandard or had any detrimental effect on the vehicle. The claims asserted that Autobahn saved money by using the non-Genuine parts. For most services, Autobahn would have saved less that $5 per visit. The Litigation also asserts claims against Mercedes-Benz USA (“MBUSA”).  | **10-16-2018** | **For more inforamtion write to:****Brian Warwick****Varnell & Warwick, P.A.****P.O. Box 1870****Lady Lake Florida 32158** |
| **5-16-2018** | **16-CV-03893** | **(S.D.N.Y.)** | **In re: Ability Inc. Securities Litigation**Plaintiffs filed the Consolidated Second Amended Class Action Complaint (“SAC”) asserting claims against the Ability Defendants under Section 10(b) of theSecurities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder,against the Individual Defendants under Section 20(a) of the Exchange Act, against allDefendants under Section 11 of the Securities Act of 1933 (the “Securities Act”), and against the Individual Defendants under Section 15 of the Securities Act. Among other things, the SAC alleged that during the Class Period, Defendants made statements that were untrue and/or omitted facts that needed to be stated to render certain statements not misleading during investor presentations, in the Registration Statement, and in theCompany’s December 2, 2015 proxy statement and prospectus, among other places. Plaintiffs argued that the statements were material because, among other things, they pertained to Ability’s core financial information that informed investors of Ability’s growth prospects and risk profile. | **Not set yet** | **For more information write, or e-mail:****Daniel S. Sommers****S. Douglas Bunch****Cohen Milstein Sellers &** **Toll PLLC****1100 New York Avenue, N.W.****Suite 500****Washington, DC 20005****dsommers@cohenmilstein.com****dbunch@cohenmilstein.com** |
| **5-18-2018** | **18-CV-01099** | **(S.D. Ill.)** | **Todd Ramsey, et al. v. Philips North America LLC**Plaintiffs allege that during the Class Period, Defendant violated 29 U.S.C. § 1104 by causing the Plan to pay excessive investment management and administrative fees, and that the Plan’s judiciaries should have made different investment option choices with regard to certain funds in the Plan’s investment lineup. | **Not set yet** | **For more information write, call or fax:****Schlichter, Bogard & Denton****Attn: Philis North America** **401(k) Settlement****100 S. Fourth Street****Suite 1200****St. Louis, MO 63102****314 621-6115 (Ph.)****314 621-5934 (Fax)** |
| **5-18-2018** | **17-CV-00849** | **(N.D. Cal.)** | **Iglesias v. Ferrara Candy Company**Plaintiff filed a legal action on behalf of himself and all others similarly situatedalleging that he relied on allegedly oversized packaging of the Settlement Class products, and that such packaging violates state and federal packaging laws and state consumer protections laws (including California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, *et. seq*., California’s UnfairCompetition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, *et. seq*., and California’s Consumers Legal Remedies Act (“CLRA”), Civil Code § 1750, *et seq*.), and that as a direct result of such violations Plaintiff has been economically injured. | **Not set yet** | **For more information call or visit:****1 877 452-8477 (Ph.)**[**www.FerraraCandySettlement.com**](http://www.FerraraCandySettlement.com) |
| **5-21-2018** | **15-MD—2661** | **(S.D. Ohio)** | **In re: American Honda Motor Co., Inc.**The lawsuit claims (among other things) that Honda sold the 2015 Honda CR-V vehicle without disclosing that it is prone to unpleasant vibrations during certain driving modes, and that although Honda provided product enhancements designed to address the vibrations, it did not provide sufficient information to customers of the existence of the enhancements. | **11-6-2018** | **For more information write,call or e-mail:****Eric H. Gibbs****David K. Stein****Gibbs Law Group LLP****505 14th Street****Suite 1110****Oakland, California 94612****510 350-9700 (Ph.)****ehg@classlawgroup.com****ds@classlawgroup.com** |
| **5-21-2018** | **12-MD-02311** | **(E.D. Mich.)** | **In re: Air Conditioning Systems****Re Defendants: Calsonic Kansei Corporation and CalsonicKansei North America, Inc. (collectively, “Calsonic”)**Plaintiffs allege that they were injured as a result of Calsonic's participation in unlawful conspiracies to raise, fix, maintain, and/or stabilize prices, rig bids, and allocate markets and customers for (1) Radiators; in violation of Section 1 of the Sherman Act and various state antitrust, unfair competition, unjust enrichment, and consumer protection laws; (2) ATF Warmers and Oil Coolers (as defined below) in violation of Section 1 of the Sherman Act and various state antitrust, unfair competition, unjust enrichment, and consumer protection laws as set forth in Automobile Dealership Plaintiffs' Consolidated Amended Class Action and (3) Air Conditioning Systems (in violation of Section 1 of the Sherman Act and various state antitrust, unfair competition, unjust enrichment, and consumer protection laws as set forth in Automobile Dealership Plaintiffs' Consolidated Amended Class Action Complaint) ("Air Conditioning Systems Complaint") (collectively, "Complaints"). | **Not set yet** | **For more information write to:****P.O. Box 927****404 Court Square****Lexington, MS 39095****CUNEO GILBERT & LaDUCA, LLP****4725 Wisconsin Avenue, NW****Suite 200****Washington, DC 20016** |
| **5-23-2018** | **12-CV-00023** | **(E.D.N.C.)** | **Singer v. TranS1, Inc., et al.****Re Defendants: Baxano Surgical, Inc. f/k/a TranS1, Inc., Kenneth Reali, Joseph P. Slattery, Richard Randall, and Michael Luekemeyer (collectively, “Defendants”)**Plaintiff alleges that Defendants madefalse and/or misleading statements and/or omissions between 2-23-2009 and 10-17-2011, inclusive, regarding TranS1’s sales and marketing practices and compliance with healthcare fraud and abuse laws, including the False Claims Act, thereby exposing TranS1 to regulatory investigations and legal proceedings, as well as resulting fines and penalties. The operative complaint further alleges that partial disclosures and events revealed Defendants’ fraud, thereby injuring Plaintiff and Settlement Class Members. Plaintiff alleges that partial revelations of Defendants’ fraud caused stock declines, causing investors to suffer tremendous injury. |  | **For more information write to:****Jeremy Lieberman****POMERANTZ LLP****600 Third Avenue****20th Floor****New York, NY 10016** |
| **5-23-2018** | **7-CV-5634** | **(N.D. Cal.)** | **In re: Transpacific Passenger Air Transportation Antitrust Litigation**Plaintiff alleges that Defendants and their alleged co-conspirators agreed to fix the prices of airline tickets for travel between the United States and Asia/Oceania. As a result, ticket purchasers may have paid more than was necessary. The Defendant airlines deny they did anything wrong and the Defendants who have agreed to settle the case have done so with no admission of liability. One of the Defendants-All Nappon Airways Company, Limited-has pled guilty to fixing the price of certain discounted tickets for transpacific air transportation sold in the United States from at least as early as 4-1-2000 until at least 4-1-2004. | **9-14-2018** | **For more information write to:****Cotchett, Pitre &**  **McCarthy LP****San Francisco Airport**  **Office Center****840 Malcolm Road****Suite 200****Burlinggame, CA 94010** |
| **5-24-2018** | **16-CV-02765** | **(D.N.J.)** | **In re: Volkswagen Timing Chain Product Liability Litigation****Re Defendants: Volkswagen Group of America, Inc., Volkswagen AG, and Audi AG (collectively, the “Defendants”)**Plaintiff alleges that Defendants wrongfully and intentionally concealed a defect in the timing chain system (the “Timing Chain System”) of the Class Vehicles, which can fail at any time, forcing Plaintiffs and members of the Classes to incur out of pocket costs to repair or replace the damaged engine parts or their entire engine. At a minimum, repairs will exceed $1,000.00. In some cases, repairs can cost thousands of dollars. | **Not set yet** | **For more information write to:****James E. Cecchi****Carella Byrne Cecchi Olstein** **Brody & Agnello, P.C.****5 Becker Farm Road****Roseland, New Jersey 07068** |
| **5-24-2018** | **17-CV-02427** | **(M.D. Fla.)** | **Giancola, et al. v. Lincare Holding Inc.**Plaintiffs allege that on 2-10-2017, Lincare sent notice of the Phishing Attach to all current and former Lincare employees whose Personally Identifiable Information may have been compromised as a result of the Phishing Attack. In the Litigation, Plaintiffs allege that Lincare did not adequately protect Personally Identifiable Information of Lincare’s employees and that Lincare delayed in providing notice of the Phishing Attack. | **10-25-2018** | **For more inforamtion write, call or fax:****Michael I. Fistel, Jr.****David A. Weisz****Murrray House****40 Powder Springs Street****Marietta, GA 30064****770 200-3104 (Ph.)****770 200-3101 (Fax)** |
| **5-24-2018** | **17-CV-04305** | **(N.D. Cal.)** | **Howell v. Checkr, Inc.**Plaintiff alleges that Checkr violated the Fair Credit Reporting Act (“FCRA”) by allegedly producing background reports on individuals containing non-conviction information older than seven years from the date of the report. Plaintiff alleges that this reporting caused him harm and violated the law. | **Not set yet** | **For more information write to:****E. Michelle Drake****Berger & Montague, P.C.****43 SE Main Street****Suite 505****Minneapolis, MN 554141** |
| **3-25-2018** | **16-CV-03902** | **(E.D. Mich.)** | **In re: Automotive Parts Antitrust Litigation****Re Defendants: Toyo Denso Co., Ltd. and Weastec, Inc. (collectively, Toyo Denso”)**Plaintiffs allege that they were injured as a result of Toyo Denso’s participation in unlawful conspiracies to raise, fix, maintain, and/or stabilize prices, rig bids, and allocate markets and customers for (1) Ignition Coils in violation of Section 1 of the Sherman Act and various state antitrust, unfair competition, unjust enrichment, and consumer protection laws as set forth in Automobile Dealership Plaintiffs’ Consolidate Amended Class Action Complaint (Case No. 2:13-CV-01402, Doc No. 53) (“Ignition Coils Complaint”), and (2) Power Window Switches in violation of Section 1 of the Sherman Act and various state antitrust, unfair completion, unjust enrichment, and consumer protection laws as set forth in Automobile Dealership Plaintiffs’’ Amended Class Action Complaint for Damages and Injunctive Relief (Case No. 2:16-CV-03902, Doc. No. 12) (“Power Window Switches Complaint”) (together, “Complaint”). | **Not set yet** | **For more information write to:****BARRETT LAW GROUP, P.A.****P.O. Box 927****404 Court Square****Lexington, MS 39095****CUNEO GILBERT & LaDUCA, LLP****Suite 200****4725 Wisconsin Avenue, NW****Washington, DC 20016****LARSON · KING LLP****2800 Wells Fargo Place****30 East Seventh Street****St. Paul, MN 55101** |
| **5-25-2018** | **15-CV-13114** | **(D. Mass.)** | **McGee v. Constant Contact, Inc., et al.****Re Defendants: Constant Contact, Inc., Gail F. Goodman, Harpreet S. Grewal, and Jeremiah Sisisky (collectively, “Defendants”)**Plaintiff alleges that Defendants violated Sections 10(b) and 20(a) of the SecuritiesExchange Act of 1934 by, *inter alia*, issuing false and misleading statements and/or failing to disclose that: (i) the Company’s gross customer additions were lower than expected; (ii) the Company was experiencing negative trends in customer conversion rates; (iii) the Company was steering new customers toward the lowest priced packages; and (iv) as a result, the Company’s revenues for 2015 would be below expectations. | **Not set yet** | **For more information write to:****Ellen Gusikoff Stewart****ROBBINS GELLER** **RUDMAN & DOWD LLP****655 West Broadway****Suite 1900****San Diego, CA 92101** |
| **5-25-2018** | **15-CV-01249** | **(S.D.N.Y.)** | **In re: Virtus Investment Partners, Inc. Securities Litigation****Re Defendants: Virtus Investment Partner, Inc., Virtus Opportunities Trust, George R. Aylward, Jeffrey T. Cerutti, and Francis G. Waltman (“Defendants”)**Plaintiff alleges that Defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934. Among other things, the Action alleges that, during the Class Period from 1-25-2013 through 5-11-2015, inclusive, Defendants told investors that the indices which Virtus’s AlphaSector funds sought to track had an “inception date” of 4-1-2001, and that the performance of the AlphaSector indices had been achieved through live trading with real client assets since that time, when in fact Defendants knew or were reckless in not knowing that the AlphaSector indices did not come into existence until 2008. Further, in a January 2013 conference call, Virtus CEO Defendant Aylward told investors that “[o]ur portfolio managers continued to deliver strong relative investment performance, and this performance has been a key driver of our high level sales and net flows,” which Plaintiffs allege omitted that a portion of that performance was attributable to Defendants’ misleading statements concerning the AlphaSector indices. | **Not set yet** | **For more information write, e-mail or call:****John C. Browne****Jesse L. Jensen****BERNSTEIN LITOWITZ BERGER &** **GROSSMANN LLP****1251 Avenue of the Americas****New York, NY 10020**[**www.blbglaw.com**](http://www.blbglaw.com)**1 800 380-8496 (Ph.)** |
| **5-25-2018** | **15-CV-6668** | **(E.D. Pa.)** | **Michael Kelly, et al. v. Business Information Group, Inc., (“BIG”)**Plaintiff alleges that BIG violated the Fair Credit Reporting Act (“FCRA”) because BIG allegedly provided Plaintiff’s potential employers with consumer reports containing information likely to adversely affect Plaintiff’s ability to obtain employment without providing Plaintiff with notice that it was reporting public record information about Plaintiff at the time it provided those reports. Plaintiff further alleges that BIG does not employ strict procedures to ensure the information it reports about consumers for employment purposes is complete and up-to-date in violation 15 U.S.C. § 1681k(a). Plaintiff contends that BIG committed materially the same violations of the FCRA as to the Settlement Class Members. | **Not set yet** | **For more information write:****James A. Francis****Francis & Mailman, P.C.****100 S. Broad Street****Suite 1902****Philadelphia, PA 19110** |
| **5-27-2018** | **16-CV-01229** | **(E.D. Wisc.)** | **Steven Duncan, et al. v. Joy GlobalInc., et al.****Re Defendants: Joy Global, Edward L. Doheny II, Steven L. Gerard, Mark J. Gliebe, John T. Gremp, John Nils Hanson, Gale E. Klappa, Richard B. Loynd, P. Eric Siegert and James H. Tate (referred to collectively as the “Defendants”)**Plaintiffs allege that Defendants violated §§14(a) and 20(a) of the Securities Exchange Act of 1934 (the “1934 Act”) and U.S. Securities and Exchange Commission (“SEC”) Rule 14a-9 promulgated thereunder by making materially misleading statements and omissions in the Definitive Proxy Statement on Schedule 14A (the “Proxy”), filed with the SEC on 9-2- 2016 and as amended by the “Supplemental Disclosures” filed on 9-29-2016 and 10-3-2016. | **Not set yet** | **For more information write to:****David A. Knotts ROBBINS GELLER RUDMAN** **& DOWD LLP** **655 West Broadway Suite 1900** **San Diego, CA 92101** |
| **5-29-2018** | **12-CV-00604** | **(S.D. Ohio)** | **Willis v. Big Lots, Inc., et al.****Re Defendants: Steven S. Fishman, Joe R. Cooper, Charles W. Haubiel II and Timothy A. Johnson (collectively, “Defendants”)**Plaintiffs allege that Big Lots and several ofits officers, violated Security Exchange Commission Rule 10b-5 and Sections 10(b), 20(a), and 20A of the Securities Exchange Act of 1934 by making false and misleading statements to investors concerning Big Lots’s success of operations and financial condition. | **Not set yet** | **For more information write to:****David W. Mitchell****ROBBINS GELLER RUDMAN** **& DOWD LLP****655 West Broadway Suite 1900****San Diego, CA 92101** |
| **5-31-2018** | **15-CV-13465** | **(E.D. Mich.)** | **In re Automotive Parts Antitrust Litigation****Re Defendants: DENSO Corporation, DENSO International America, Inc., DENSO Automotive Deutschland GmbH (together, “DENSO” or “DENSO Defendants”), NGK Spark Plug Co. Ltd., NGK Spark Plugs (U.S.A.), Inc. (together, “NGK” or “NGK Defendants”), Robert Bosch GmbH, Robert Bosch LLC (together, “Bosch” or “Bosch Defendants”) (collectively “Defendants”)**Plaintiff alleges that Defendants and unnamed coconspirators, manufacturers and/or suppliers of Spark Plugs, Standard Oxygen Sensors, and Air Fuel Ratio Sensors globally and in the United States, for engaging in a long running conspiracy to unlawfully fix, artificially raise, maintain and/or stabilize prices, rig bids for, and allocate the market and customers in the United States for Spark Plugs, Standard Oxygen Sensors, and Air Fuel Ratio Sensors. According to the United States Department of Justice (“DOJ”), Defendants’ conspiracy successfully targeted the long-struggling United States automotive industry, raising prices for car manufacturers and consumers alike. | **Not set yet** | **For more information write to:****BARRETT LAW GROUP, P.A.****P.O. Box 927****404 Court Square****Lexington, MS 39095****CUNEO GILBERT & LaDUCA, LLP****Suite 200****4725 Wisconsin Avenue, NW****Washington, DC 20016****LARSON • KING, LLP****2800 Wells Fargo Place****30 East Seventh Street****St. Paul, MN 55101** |
| **5-31-2018** | **13-CV-00042** | **(N.D. Ill.)** | **Toney v. Quality Resources, Inc.**Plaintiff alleges that telemarketing calls made by Defendants to telephone numbers listed on the National Do Not Call Registry as well as to cellular telephone numbers violated theTelephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”), and the regulations promulgated by the Federal Communications Commission (the “FCC”) under that statute. | **9-25-2018** | **For more information write to:****Edward A. Broderick****Anthony I. Paronich****Broderick & Paronich, P.C.****99 High Street****Suite 304****Boston, MA 02110** |