|  **Notice Date** | **Case Number** | **Court** | **Case Name Summary of Issue** | **Fairness Hearing Date** | **For more information** |
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| **9-4-2018** | **17-CV-03604** | **(N.D. Ill.)** | **Johansen v. Santana Natural Gas Corporation**The lawsuit alleges that telemarketing calls made by a third party allegedly on behalf of Santanna Energy Services violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”). | **12-11-2018** | **For more inforamtion write, call or fax:****Brian K. Murphy**  **Murray Murphy**  **Moul + Basil LLP****1114 Dublin Road****Columbus, OH 43215****614 488-0400 (PH.)****614 488-0401 (Fax)** |
| **9-4-2018** | **17-CV-00850** | **(N.D. Cal.)** | **Dulberg v. Uber Technologies, Inc.****Re Defendants: Uber Technologies, Inc. and Rasier, LLC (collectively, “Uber”)**Plaintiff claims that Uber breached the 12-11- 2015 Technology Services Agreement (the“TSA”) between Uber (or an affiliate) and drivers who use Uber’s products including UberX and UberSELECT. Plaintiff contends that the TSA required Uber to pay drivers based on the same fare that passengers were charged until 5-22-2017, when Uber issued the new fee addendum. Specifically, Plaintiff contends that when Uber implemented upfront pricing, for certain rides passengers were charged a fare at the beginning of the ride based on estimated time and distance, but Uber paid drivers based on actual time and distance determined at the end of the ride. Plaintiff contends that this practice breached the TSA and that the members of the class, lost money because of this practice. | **Not set yet**Prepared by Brenda Berkley | **For more information write to:****Paul B. Maslo****Napoli Shkolnik, PLLC****360 Lexington Avenue****11th Floor****New York, NY 10017** |
| **9-6-2018** | **15-MD-2672** | **(N.D. Cal.)** | **In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation (Securities Actions)****Re Defendants: Volkswagen Aktiengesellschaft (“VWAG”), Volkswagen Group of America, Inc., (“VWGoA”), Volkswagen Group of America, Inc., d/b/a Volkswagen of America, Inc., (“VWOA”), Audi of America, Inc., (“AoA,” and together with VWAG, VWGoA, VWoA, the “Corporate Defendants”), Martin Winterkorn (“Winterkorn”), Michael Horn (“Horn”), and Herbert Diess (“Diess,” and together with Winterkorn and Horn, the “Individual Defendants”)**Plaintiffs allege that the Corporate Defendants and certain Individual Defendants made misrepresentations and omissions about a core element of VW’s business: its compliance with emissions regulations in the United States and other countries in violation of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder, and that all Settling Defendants had control person liability for these alleged misrepresentations under Section 20(a) of the Exchange Act. | **5-10-2019** | **For more information write to:****Elizabeth Cabraser****Lieff Cabraser Heimann &** **Bernstein, LLP****275 Battery Street****29th Floor****San Francisco, CA 94111** |
| **9-7-2018** | **16-CV-209** | **(W.D. Okla.)** | **In re Anadarko Basin Oil and Gas Lease Antitrust Litigation**Plaintiffs allege that instead of competing against each other to offer the leaseholders the highest price for leasing the mineral interest, Chesapeake and SandRidge conspired to provide a low price to the leaseholders. As a result, the leaseholders did not receive as high of a payment for leasing their minerals or working interests to Chesapeake and SandRidge as they should have received. Chesapeake and SandRidge deny these claims and maintain they did nothing wrong. Plaintiffs in this lawsuit have brought an antitrust claim under the Sherman Act against Defendants. | **Not set yet** | **For more information write to:****Warren T. Burns****BURNS CHAREST LLP****900 Jackson Street****Suite 500****Dallas, Texas 75201****Christopher J. Cormier****COHEN MILSTEIN SELLERS** **& TOLL, PLLC****5290 Denver Tech Center Pkwy** **Greenwood Village, CO. 80111** |
| **9-10-2018** | **17-CV-03806** | **(N.D. Cal.)** | **Naiman v. Toptal Merchant Services, Inc. and Quality Merchant Services, Inc.**Plaintiff alleges that Defendant violated the Telephone Consumer Protection Act (“TCPA”) by the fact that Quality Merchant Services, Inc., Michael Alimento and/or Brian Alimento, on behalf of Defendant, made automated telemarketing calls and/or calls using an artificial or prerecorded voice through the Spitfire dialing system to cellular telephones and numbers for which the called party is charged for incoming calls. The class representative alleges that Defendant did not have the recipients’ permission to make these calls. | **Not set yet** | **For more information write to:****Edward Broderick** **Anthony Paronich** **BRODERICK & PARONICH, P.C.** **99 High Street****Suite 304** **Boston, Massachusetts 02110** |
| **9-10-2018** | **12-CV-660** | **(S.D. Ill.)** | **Hale v. State Farm Automobile Insurance Company, et al.****Re Defendant: State Farm Mutual Automobile Insurance Company (“State Farm”)**Plaintiffs claimed that the Defendants violated the Racketeer Influenced and Corrupt Organizations Act (“RICO”) statute in an attempt to overturn, in the Illinois Supreme Court, a $1.05 billion judgment in Avery v. State Farm Mutual Automobile Insurance Company in favor of approximately 4.7 million State Farm policyholders, which would allow State Farm to avoid paying the amount of the judgment rendered in plaintiffs’ favor in the trial court. Plaintiffs bring this class action for damages against Defendants for violation of the RICO Act, 18 U.S.C. §§ 1961 et seq. In the Second Amended Class ActionComplaint, Plaintiffs added a claim for unjust enrichment. The Settlement, if approved and once final, releases all claims in the class action. | **12-13-2018** | **For more information call or visit:****1-844-420-6491 (Ph.)**[**www.HalevStateFarmClassAction.com**](http://www.HalevStateFarmClassAction.com) |
| **9-11-2018** | **16-CV-209** | **(W.D. Okla.)** | **In re: Anadarko Basin Oil and Gas Lease Antitrust Litigation****Re Defendant: Chesapeake Energy Corporation**Plaintiffs allege that Defendant fix or set prices paid to them in exchange for the chance to lease the leasehold or working interests. Plaintiffs alleged that instead of competing against each other to offer the leaseholders the highest price for leasing the mineral interest, Chesapeake and SandRidge conspired to provide a low price to the leaseholders. As a result, the leaseholders did not receive as high of a payment for leasing their minerals or working interests to Chesapeake and SandRidge as they should have received. For more information see CAFA Notice above dated 9-7-2018. | **Not set yet** | **For more information write to:****Warren T. Burns****BURNS CHAREST LLP****900 Jackson Street****Suite 500****Dallas, Texas 75201****Christopher J. Cormier****COHEN MILSTEIN SELLERS** **& TOLL, PLLC****5290 Denver Tech Center** **Parkway****Greenwood Village, CO. 80111** |
| **9-11-2018** | **13-CV-04731** | **(N.D. Cal.)** | **Kimberly Roberts v. TJ Maxx of CA, LLC**Final Approval Hearing has been set. For more information please see CAFA Notice Dated 7-24-2018. | **11-29-2018** | **For more information wirte to:****Marcus J. Bradley****Kiley L. Grombacher****Bradley Gromabacher LLP****2815 Townsgate Road** **Suite 130****Westlake Village, CA 91361** |
| **9-12-2018** | **15-CV-02003** | **(N.D. Cal.)** | **Ijeoma Esomonu v. Omnicare, Inc.**Plaintiff filed the Action on behalf of herself and a putative class consisting of all persons residing in the United States who (a) received Omnicare’s background check disclosure form from 5-4-2010 through 5-25-2018; and (b) had a consumer report, investigative consumer report, consumer credit report, or other background check procured on them by Omnicare within the five years immediately preceding the filing of the Action to the date the Court granted preliminary approval of the proposed Settlement. The Action alleges that Omnicare provide disclosure forms that did not strictly comply with the disclosure requirements of the FCRA (25 U.S.C. 1681, et seq.), the California Investigative Consumer Reporting Agencies Act (“ICRAA”) (Cal. Civ. Code § 1786, et seq.), and the California Consumer Credit Reporting Agencies Act (“CCRAA”) (Cal. Civ. Code § 1785.1, et seq.). | **Not set yet** | **For more information write or call:****Shaun Setareh****Setareh Law Group****9454 Wilshire Boulevard****Suite 907****Beverly Hills, CA 90212****310 888-7771 (Ph.)** |
| **9-12-2018** | **`****10-CV-05193** | **(N.D. Cal.)** | **Hickcox-Huffman v. US Airways, Inc., et al.****Re Defendants: US Airways, Inc. and US Airways Group, Inc. (collectively, “US Airways”)**The lawsuit claims that US Airways failed to deliver passenger baggage within a particular timeframe. | **3-25-2019** | **For more information visit:**[**www.checkedbaggagesettlement.com**](http://www.checkedbaggagesettlement.com) |
| **9-13-2018** | **17-CV—02187** | **(M.D. Fla.)** | **Gibbs v. Centerplate, Inc., et al.**Plaintiff alleges that Defendants violated Section 1681b(b)(2)(A) of the Fair Credit Reporting Act (FCRA) by failing to: 1) disclose to the Plaintiff and other of its employees, former employees, and/or prospective employees (in a document consisting solely of the disclosure) that it was going to obtain a consumer report for employment purposes prior to obtaining a copy of the actual report; and, 2) as a result, obtain the proper authorization under the FCRA to obtain those consumer reports collectively, the “FCRA Claims”). It is further alleged that the FCRA disclosure and authorization form(s) utilized by the Defendants: 1) was/were not (a) stand-alone disclosure(s); and 2) contained extraneous information, more particularly “liability releases,” “blanket authorizations to various entities to release information otherwise protected by state or federal laws,” and “extraneous information about various state laws.” | **12-3-2018** | **For more information write to:****Marc Edelman****Morgan & Morgan, P.A.****201 N. Franklin Street****Suite 700****Tampa, Florida 33602** |
| **9-13-2018** | **16-CV-113** | **(E.D. Okla.)** | **Reirdon v. Cimarex Energery, Co.**Plaintiff alleges that Defendants’ failure to pay statutory interest on payments made by Defendant (or on behalf of Defendant) outside the time periods set forth in the Production Revenue Standards Act, 52 Okla. St. §570.1, *et* seq. (the “PRSA”) for oil and gas production proceeds from oil and gas wells in Oklahoma. Specifically, in his Petition, Plaintiff alleges Defendant: (1) failed to pay statutory interest on payments made outside the time periods set forth in the PRSA; (2) awaited a demand prior to paying statutory interest under the PRSA; (3) misrepresented and/or omitted the amount of statutory interest owed; and (4) is liable to Class Members for breach of the PRSA, actual fraud, constructive fraud, deceit, unjust enrichment/disgorgement, accounting, punitive damages, and injunctive relief.  | **Not set yet** | **For more information write to:****Bradley E. Beckworth****Jeffrey J. Angelovich****Andrew G. Pate****Trey Duck****Nix, Patterson & Roach, LLP****3600 N Capital of Hexas Hwy****Austin, TX 78746** |
| **9-13-2018** | **7-CV-9329** | **(S.D.N.Y.)** | **Leber, et al. v. The Citigroup 401(K) Plan Investment Committee, et al.****Re Defendants: The Citigroup 401(k) Plan Investment Committee, the Benefit Plans Investment Committee of Citigroup, Inc., Michael Carpenter, Paul Collins, James Costabile, Virgil Cumming, David Dodillet, Robert Grogan, William Heyman, Robin Leopold, Alan MacDonald, Michael Murray, Christine Simpson, Richard Tazik, Todd Thomason, Timothy Tucker, David Tyson, Ronald A. Walter, Guy Whittaker, Donald Young, James Zelter, and Bruce Zimmerman (collectively, “Defendants”)**Plaintiffs allege that Defendants were Plan fiduciaries and that they breached their fiduciary duties of loyalty and prudence under ERISA, 29 U.S.C. § 1104(a), by causing the Plan to offer and retain as investment options nine mutual funds that were managed by Citigroup affiliates—which, Plaintiffs allege, benefited Citigroup financially—instead of lower cost and better performing non-affiliated funds which, Plaintiffs allege, were available elsewhere. The lawsuit seeks damages based upon the payment by participants of what Plaintiffs allege are unduly high fees for those nine Citigroup-affiliated mutual funds. | **1-3-2019** | **For more information write to:****James A. Moore****MCTIGUE LAW LLP****Suite 300****4530 Wisconsin Avenue, N.W.****Washington, D.C. 20016** |
| **9-14-2018** | **15-CV-13769** | **(E.D. Mich.)** | **Higgins, et al. v. TV Guide Magazine, LLC**This lawsuit claims that Defendant violated Michigan’s Preservation of Personal Privacy Act, M.C.L. § 445.1712 (“PPPA”) by disclosing information related to its customers’ magazine subscriptions to third parties. | **Not set yet** | **For more information write to:****Ari J. Scharg****Edelson PC****350 North LaSalle Street****Suite 1400****Chicago, Ill 60654** |
| **9-14-2018** | **16-CV-02355** | **(N.D. Cal.)** | **Jennifer Pae, et al. v. Fox Restaurant Concepts LLC****Re Defendants: Fox Restaurant Concepts LLC; FRC True Food SMP, LLC; FRC True Food SDFV, LLC; and FRC True Food NBFI, LLC (collectively, “True Food Kitchen”)**Plaintiff alleges that True Food Kitchen violated 8 causes of action for: (1) unpaid wages (Cal. Labor Code §§ 216, 1194; (2) failure to pay minimum wage (Cal. Labor Code § 1194, et seq.); (3) failure to pay overtime compensation (Cal. Labor Code § 510); (4) failure to pay meal and rest period compensation (Cal Labor Code §§ 226.7, 512), (5) failure to provide accurate itemized wage statements (Cal. Labor Code §226), (6) waiting time penalties (Cal. Labor Code § 306); (7) failure to reimburse business expenses (Cal. Labor Code §§ 2800 and 2802), and (8) unfair business practices (Cal. Bus. & Prof. Code § 17200 et seq.). | **Not set yet** | **For more information write, call or fax:****Michael H.Boyamian****Armand R. Kizirian****Boyamian Law, Inc.****550 North Brand Boulevard****Suite 1500****Glendale, CA 91203****818 547-5300 (Ph.)****818 547-5678 (Fax)** |
| **9-17-2018** | **12-MD-02311****16-CV-03702** | **(E.D. Mich.)** | **In re Automotive Parts Antitrust Litigation, Exhaust Systems (Automobile Dealership Action)****Re Defendants: Faurecia Abgastechnik GmbH, Faurecia Systèmes ďЀchappement, Faurecia Emissions Control Technologies, USA, LLC, and Faurecia Emissions Control Systems, N.A. LLC f/ka Faurecia Exhaust Systems, Inc. (collectively, “Faurecia””)**Plaintiff alleges that named and unnamed co-conspirators, manufacturers and/orsuppliers of Automotive Exhaust Systems (“Exhaust Systems”) 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 Exhaust Systems. 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 automobile dealers 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, N.W.****Washington, DC 20016****Larson · King, LLC****2800 Wells Fargo Place****30 East Seventh Street****St. Paul, MN 55101**  |
| **9-17-2018** | **14-CV-03264** | **(N.D. Cal.)** | **In re: Capacitors Antitrust Litigation****Re Defendants: Holy Stone Enterprise Co., Ltd., Holy Stone Holding Co., Ltd., Holy Stone Polytech Co., Ltd., and Milestone Global Technology (collectively, “Holy Stone 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. | **10-18-2018** | **For more information call or visit:****1 866 217-4245**[**www.capacitorsindirectcase.com**](http://www.capacitorsindirectcase.com) |
| **9-17-2018** | **11-MD-02262** | **(S.D.N.Y.)** | **In re: Libor-Based Financial Instruments Antitrust Litigation (NRB)****Re Defendants: JP Morgan, Chase & Co. and JP Morgan Chase Bank, N.A. (collectively, “JPMorgan”)**Plaintiffs allege that the banks manipulated the U.S. Dollar LIBOR rate during the financial crisis, artificially lowering the rate for their own benefit. Plaintiffs claim that Citibank and other banks manipulated the U.S. Dollar LIBOR rate, and that, as a result, purchasers did not receive as much interest payments for their U.S. Dollar LIBOR-based instruments from the banks as they should have. Citibank, Barclays, and the Non-Settling Defendants deny these claims and maintain they did nothing wrong. Plaintiffs in the OTC Action have brought (a) antitrust claims under the Sherman Act, (b) breach of contract claims, and (c) unjust enrichment claims against Citibank, Barclays, and the Non-Settling Defendants.  | **Not set yet** | **For more information write, call or visit:****William C. Carmody****Susman Godfrey LLP****1301 Avenue of the Americas****32nd Floor****New York, NY 10019** **1 800 918-8964 (Ph.)**[**WWW.USDOLLARLIBORSETTLEMENT.COM**](http://WWW.USDOLLARLIBORSETTLEMENT.COM) |
| **9-17-2018** | **17-CV-1602** | **(S.D. Cal.)** | **Harley Seegert v. Lamps Plus, Inc.**Plaintiff alleges that Defendant engaged in deceptive advertising by advertising purportedly improper discounts on merchandise. | **Not set yet** | **For more information write to:****Todd D. Carpenter****Carlson Lynch Sweet Kilpela**  **& Carpenter, LLP****1350 Columbia Street****Suite 603****San Diego, CA 92101** |
| **9-17-2018** | **15-CV-09185** | **(S.D.N.Y.)** | **Benjamin Michael Merryman, Amy Whitaker Merryman Trust, and B Merryman and A Merryman 4th Generation Remainder Trust v. Citigroup, Inc., Citibank, N.A. and Citigroup Global Markets Inc.**Plaintiffs assert claims for breach of contract and breach of implied covenant of good faith and fair dealing against Citibank, N.A. and claims for conversion against all of the Citi Defendants. As noted above, Named Plaintiffs alleged that during the relevant time period, Citibank, N.A., as depositary bank for the issuance of ADRs, systematically deducted impermissible fees from dividends and/or cash distributions issued by foreign companies, and owed to ADR holders. More specifically, as Named Plaintiffs alleged, the Depositary assigned Conversion rates to the Conversion of non-U.S. dollar-based dividends and cash distributions by foreign companies, which reflected a spread that was added to the Conversion rate the Depositary actually received at the time of the Conversion. As a result of its practice of adding a spread to Conversion rates, Named Plaintiffs alleged that the Depositary improperly retained millions of dollars from dividends and cash distributions owed and payable to the class. | **7-12-2019** | **For more information visit:**[**http://www.citibankadrsettlement.com**](http://www.citibankadrsettlement.com) |
| **9-20-2018** | **16-CV-00861****17-CV-00190****17-CV-00026****17-CV-00039** | **(W.D.N.C.)** | **Barchiesi, et al. v. CSL, et al****Krebs v. CSL, et al.****Levy v. CSL, et al.****Ash v. CSL, et al.****Re Defendants: Charlotte School of Law, LLC (“CSL”) InfiLaw Corporation, InfiLaw Holding, LLC, Chidi Ogene, Jay Conison, and Don Lively (“Consolidated Action”)**The lawsuit alleges that Defendants engaged in various improper behaviors with respect to CSL students, principally failing to disclose to these students CSL’s ABA accreditation status and compliance with various ABA standards. | **1-9-2019** | **For more information call:****1 888 519-6916 (Ph.)** |
| **9-20-2018** | **17-CV-03250** | **(C.D. Cal.)** | **Kaye, et al. v. ImmunoCellular Therapeutics, Ltd., et al.****Re Defendants: IMUC, David Fractor, Manish Singh, Lavos, LLC, Lidingo Holdings, LLC, Kamilla Bjorlin, Andrew Hodge, and Brian Nichols (“Defendants”)**Plaintiffs allege that Defendants violated Sections 10(b) and 20(a) of the Exchange Act of 1934. Plaintiffs contend that these Defendants engaged in a pay-for-promotion scheme pursuant to which analysts who were purportedly independent published positive articles about IMUC on popular financial websites without disclosing that they were being paid for such coverage. The Consolidated Complaint alleges that, when the scheme became public through various partial announcements, IMUC’s share price fell and shareholders were damaged. The Action seeks money damages against Defendants. | **Not set yet** | **For more information write, call or fax:****Robert Finkel****WOLF POPPER LLP****845 Third Avenue****12th Floor****New York, New York 10022****212 759-4600 (Ph.)****212 486-2093 (Fax)** |
| **9-20-2018** | **17-CV-23307** | **(S.D. Fla.)** | **Belanger v. RoundPoint Mortgage Servicing Corporation, et al.**Plaintiff alleges that when a borrower was required to have insurance for his or her property pursuant to a residential mortgage or home equity loan or line of credit, and evidence of acceptable coverage was not provided (for example, when the insurance policy did not exist or had lapsed), RoundPoint would place insurance in a manner such that RoundPoint allegedly received an unauthorized benefit. Plaintiff alleges further that RoundPoint did so primarily to receive other consideration from the Great American or Willis of Ohio. Plaintiff also alleges that the way in which LPI policies were obtained and placed caused the premiums and the amount of coverage to be excessive. | **Not set yet** | **For more information write to:****Adam M. Moskowitz****The Moskowitz Law**  **Firm, PLLC****2 Alhambra Plaza****Suite 601****Coral Gables, FL 33134** |
| **9-21-2018** | **17-CV-03972** | **(N.D. Cal.)** | **Jayson Huntsman, et al. v. Southwest Airlines Co.**The lawsuit claims that Southwest violated the Uniformed Services Employment and Reemployment Act (“USERRA”) by failing to (i) provide its pilots matching contributions to their 401(k) accounts for the deemed earnings during periods of Short-Term Military Leave for elective deferrals made to the 401(k) Plan, (ii) provide timely information to pilots on their deemed earnings from Short-Term Military Leave so that they can make make-up retirement contributions into their 401(k) accounts, and (iii) provide matching contributions to pilots’ make-up contributions to their 401(k) accounts from periods of Short-Term Military Leave. The lawsuit also claims that Southwest violated USERRA by failing to provide for the accrual of sick leave when pilots take Short-Term Military Leave, because Southwest provides for the accrual of sick leave when pilots engage in jury duty, union leave, and bereavement leave. | **Not set yet** | **For more information write, fax or e-mail:****Peter Romer-Friedman****Outten & Golden LLP****601 Massachusetts Ave NW, Suite 200W****Washington DC, 20001****202 847-4410 (Fax)****prf@outtengolden.com** |
| **9-21-2019** | **16-CV-01445** | **(S.D.N.Y.)** | **In re: BHP Billiton Limited Securities Litigation**Plaintiffs have alleged among other things, that BHP made materially false and misleading statements to investors about BHP’s commitment to health and safety and the adequacy of BHP’s safety, risk management, and monitoring protocols during the period from 9-25-2014 through 11-30-2015, inclusive, in violation of §§10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder.  | **Not set yet** | **For more information write to:****ROBBINS GELLER RUDMAN** **& DOWD LLP****JOSEPH RUSSELLO****58 South Service Road, Suite 200****Melville, NY 11747** |
| **9-21-2018** | **16-CV-01884** | **(D.N.J.)** | **Carmack v. Amaya Inc., et al.****Re Defendants: Daniel Sebag, Divyesh Gadhia and Harlan Goodson, (collectively, “Defendants”)**The Complaint for the Action more specifically asserts claims (i) against Defendants Amaya, Baazov, and Sebag under Section 10(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and Rule 10b-5 promulgated thereunder, (ii) againstDefendants Baazov and Sebag under Section 20(a) of the Exchange Act; (iii) against allDefendants under Section 11 of the Securities Act of 1933 (“Securities Act”), and (iv) against the Individual Defendants under Section 15 of the Securities Act. The Complaint alleges that Baazov engaged in insider trading in connection with several of Amaya’s acquisitions in violation of Canadian securities laws and Amaya’s own policies prohibiting insider trading. The Complaint further alleges that Defendants Baazov and Amaya made material false and misleading statements in press releases and SEC filings denying that Baazov engaged in any violations of the securities laws, and that Defendants Baazov and Sebag falsely represented that they had disclosed all fraud involving management to the Board of Directors. The Complaintalleges the truth was revealed when, on 3-23- 2016, the Autorité des marchés financiers(“AMF”), the securities regulatory authority in the Province of Quebec, announced it filed five charges against Baazov alleging violations of Canadian securities laws in connection with trading in advance of Amaya’s announcement of its plan to acquire The Oldford Group (then owner of Poker Stars), which the Complaint asserts led Amaya’s shares to decline $3.07 per share, or approximately 21.5% from its previous closing price, to close at $11.18 per share on 3-23-2016 on the NASDAQ. | **12-4-2018** | **For more information write to:****Laurence Rosen****THE ROSEN LAW FIRM, P.A.****609 W. South Orange Avenue Suite 2P****South Orange, NJ 07079**  |
| **9-21-2018** | **17-CV-1188** | **(S.D.N.Y)** | **Scott Borecki v. Raymours Furniture Company, Inc. d/b/a Raymour & Flanigan Furniture\Mattresses**Plaintiffs allege that Raymours violated theTelephone Consumer Protection Act, 47 U.S.C. § 227, et seq. (“TCPA”) by sending automated telemarketing texts to cellular telephones without prior express written permission from the people contacted. | **Not set yet** | **For more information visit:**[**www.cafanotices.com**](http://www.cafanotices.com) |
| **9-21-2018** | **17-CV-03056** | **(W.D.N.C.)** | **Cotton v. Wells Fargo & Co., et al.**Plaintiff alleges that Defendants wrongfully solicited their customers in chapter 13 bankruptcy with home mortgages serviced by Defendants for no-application loan modifications (“NAMs”). With a NAM, eligible borrowers could potentially lower their monthly mortgage payments by making three monthly “trial” payments at a proposed rate and signing the permanent loan modification documents. Plaintiffs contend that some borrowers who Defendants solicited for the NAMs were not interested in receiving a permanent loan modification and also did not want to participate in a trial-modification program because they already were addressing their mortgage payments in their Chapter 13 plan. Plaintiffs also contend that Defendants should not have placed borrowers into trial payment plans with respect to the NAMs prior to obtaining bankruptcy court approval. Plaintiffs also content that the NAM solicitation and other communications contained false and/or misleading statements. | **Not set yet** | **For more information visit:**[**www.cafanotices.com**](http://www.cafanotices.com) |
| **9-21-2018** | **13-CV-01920** | **(N.D. Cal.)** | **In re: Intuitive Surgical Securities Litigation**Plaintiffs allege that Intuitive and certain of its executives violated Section 10(b) and 20(a) of the Securities and Exchange Act of 1934 (the “Exchange Act”) by making materially false and misleading statements regarding the safety and efficacy of the da Vinci surgical system and Intuitive’ s compliance with FDA regulations. Class Representatives also allege that Defendants violated Section 20(A) of the Exchange Act by profiting from the sale ofIntuitive stock while in possession of material nonpublic information. Among other things, Class Representatives allege that Defendants failed to disclose information about the safety and efficacy of the da Vinci Surgical system. Class Representatives further allege that when news of the safety and regulatory issues was released to the public, the price of Intuitive common stock declined and Class Members suffered damages as a result.  | **Not set yet** | **For more information write to:****LABATON SUCHAROW, LLP****Jonathan Gardner****140 Broadway****New York, NY 10005** |
| **9-21-2018** | **17-CV-05987** | **(S.D.N.Y.)** | **Gregorio v. Premier Nutrition Corporation**Plaintiff alleges that Defendant formulates, manufactures, advertises and sells the popular “Premier Protein” branded ready-to-drink (“RTD”) protein product and protein bars (collectively the “Products”) throughout the United States, including in New York. Defendant markets its Products in a systematically misleading manner, by misrepresenting that its Products have specific amounts of protein that they do not in fact contain (the “Misrepresentations”). | **Not set yet** | **For more informaiton write or e-mail:****Philip L. Fraietta****Frederick J. Klorczyk, III****Alec M. Leslie****Bursor & Fisher, PA****888 Seventh Avenue****New York, NY 10019****pfraietta@bursor.com****fklorczyk@bursor.com****aleslie@bursor.com** |
| **9-24-2018** | **5-MD-1720** | **(E.D.N.Y.)** | **In re: Payment Card Interchange Fee and Merchant Discount****Re Defendants: Visa U.S.A. Inc., Visa International Service Association, and Visa Inc. (together, “Visa”), and Mastercard International Incorporated and Mastercard Incorporated (together, “Mastercard”)**This lawsuit is principally about the interchange fees attributable to merchants that accepted Visa or Mastercard credit or debit cards between 1-1-2004 and [the Settlement Preliminary Approval Date], and Visa’s and Mastercard’s rules for merchants that have accepted those cards. The Rule 23(b)(3) Class Plaintiffs claim that: Visa, and its respective member banks, including the Bank Defendants, violated the law because they set interchange fees. Defendants and its respective member banks, including the Bank Defendants, violated the law because they imposed and enforced rules that limited merchants from steering their customers to other payment methods. Those rules include so-called no-surcharge rules, no-discounting rules, honor-all-cards rules, and certain other rules. Doing so insulated them from competitive pressure to lower the interchange fees. | **Not set yet** | **For more information write to:****Alexandra S. Bernay****Robbins Geller Rudman &**  **Dowd LLP****655 West Broadway****Suite 1900****San Diego, CA 92101** |
| **9-24-2018** | **5-MD-1720** | **(E.D.N.Y.)** | **In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation****Re Defendants: Citigroup Inc., Citicorp LLC (as successor in interest to Citicorp) and Citibank, N.A. (on behalf of itself and as successor in interest to Citibank (South Dakota), N.A.) (together, “Citi”)**For more information see CAFA above. | **Not set yet** | **For more information call or visit:****1-800-625-6440 (Ph.)**[**www.PaymentCardSettlement.com**](http://www.PaymentCardSettlement.com) |
| **9-26-2018** | **17-CV-03250** | **(C.D. Cal.)** | **Kaye, et al. v. ImmunoCelular Therapeutics, Ltd., et al.****Re Defendants: Manish Signh and Lavos, LLC.**Plaintiffs allege that Defendants IMUC, David Fractor, Manish Singh, Lavos, LLC, Lidingo Holdings, LLC, Kamilla Bjorlin, Andrew Hodge, and Brian Nichols (“Defendants”) violated Sections 10(b) and 20(a) of the Exchange Act of 1934. Plaintiffs contend that these Defendants engaged in a pay-for-promotion scheme pursuant to which analysts who were purportedly independent published positive articles about IMUC on popular financial websites without disclosing that they were being paid for such coverage. The Consolidated Complaint alleges that, when the scheme became public through various partial announcements, IMUC’s share price fell and shareholders were damaged.  |  | **For more information write, call or fax:****Robert Finkel****WOLF POPPER LLP****845 Third Avenue****12th Floor****New York, New York 10022****212 759-4600 (Ph.)****212 486-2093 (Fax)** |
| **9-27-2018** | **5-MD-1720** | **(E.D.N.Y.)** | **Cotton v. Wells Fargo & Co., et al.****Re Defendants: Wells Fargo Bank, N.A. (on behalf of itself and as successor to Wachovia Bank, N.A.) and Wells Fargo & Company (on behalf of itself and as successor to Wachovia Corporation) (collectively “Wells Fargo”)**For more information see CAFA Notice dated 9-21-2018 above. | **Not set yet** | **For more information visit:**[**www.cafanotices.com**](http://www.cafanotices.com) |
| **9-27-2018** | **5-MD-1720** | **(E.D.N.Y.)** | **In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation****Re Defendants: Barclays Bank Delaware and Barclays Bank plc (in its individual capacity and as successor in interest to Barclays Financial Corp.) (“Barclays”)**For more information see CAFA Notice dated 9-24-2018. | **Not set yet** | **For more information call or visit:****1-800-625-6440 (Ph.)**[**www.PaymentCardSettlement.com**](http://www.PaymentCardSettlement.com) |
| **9-28-2018** | **16-CV-05820** | **(N.D. Cal.)** | **In re: HP Printer Firmware (“HP”) Update Litigation**Plaintiff alleges that HP created Dynamic Security and installed it via firmware on certain of its inkjet printer models in 2015 and 2016. Because of Dynamic Security, some HP printers with certain non-HP replacement cartridges stopped printing. Plaintiffs claim that HP used Dynamic Security to steer people to buy its own replacement products.  | **Not set yet** | **For more information write or call:****Daniel C. Girard** **Jordan Elias****GIRARD GIBBS LLP****601 California Street****14th Floor****San Francisco, CA 94108****415 981-4800 (Ph.)** |
| **9-28-2018** | **15-CV-7067** | **(E.D.N.Y.)** | **Brian Jackson, et al. v. Your Wireless, Inc., et al.****Re Defendants: Plainview Wireless, Inc., Merrick Wireless, Inc., and PT Jefferson Wireless, Inc. (collectively “Defendants”)**Plaintiffs allege that Defendants violated the Telephone Consumer Protection Act, 47 U.S.C. §227 (“TCPA”)by sending or causing the sending of unsolicited text message calls (“spam”) to cellular telephones, in violation of the Telephone Consumer Protection Act, 47 U.S.C. §227 (“TCPA”) and New York General Business Law §399-p (“NYGBL”). | **Not set yet** | **For more information write, call, fax or e-mail:****Tiffany N. Hardy****EDELMAN, COMBS, LATTURNER** **& GOODWIN LLC****20 South Clark Street****Suite 1500****Chicago, Illinois 60603****312 739-4200 (Ph.)****312 419-0379 (Fax)****thardy@edcombs.com** |
| **9-28-2018** | **17-CV-00917** | **(S.D.N.Y.)** | **Rotem Cohen and Jason Breunig v. Kitov Pharmaceuticals Holdings, Ltd., et al.**Plaintiffs allege that Defendants violated provisions of the Securities Exchange Act of 1934 (“Exchange Act”) by allegedly making misrepresentations and/or omissions of material fact in public statements to the investing public regarding Kitov’s New Drug Application for its drug KIT-302 for approval by the FDA. The Class Action Complaint for Violations of the Federal Securities Laws (the “Complaint”) alleges that the misstatements or omissions artificially inflated the price of Kitov ADSs, and that the ADS prices dropped in response to certain subsequent disclosures. | **1-24-2019** | **For more information write or e-mail:****Jeremy Lieberman****Tamar Weinrib****POMERANTZ LLP****600 Third Avenue** **20th Floor****New York, NY 10016****jalieberman@pomlaw.com****taweinrib@pomlaw.com** |
| **9-28-2018** | **5-MD-1720** | **(E.D.N.Y.)** | **In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation****Re Defendants: JPMorgan Chase & Co., JPMorgan Chase Bank, N.A., Chase Bank USA, N.A., and Chase Paymentech Solutions, LLC (together, “Chase”)**This lawsuit is principally about the interchange fees attributable to merchants that accepted Visa or Mastercard credit or debit cards between 1-1-2004 and 1-25-2019, and Visa’s and Mastercard’s rules for merchants that have accepted those cards. | **Not set yet** | **For more information call or visit:****1-800-625-6440 (Ph.)**[**www.PaymentCardSettlement.com**](http://www.PaymentCardSettlement.com) |
| **9-28-2018** | **12-MD-02311****17-CV-13005****17-CV-04302** | **(E.D. Mich.)** | **In re: Automotive Parts Antitrust Litigation****In re: Side Door Laches****Re Defendants: Brose Schließsysteme GmbH & Co. Kommanditgesellschaft and Brose North America (together, “Brose”)**This lawsuit is brought as a proposed class action against Defendants Kiekert AG and Kiekert U.S.A., Inc. (together, “Kiekert Defendants”) and unnamed co-conspirators, manufacturers, and/or suppliers of Side-Door Latches and Latch Minimodules 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 Side-Door Latches and Latch Minimodules. According to the United States Department of Justice (“DOJ”). The conspiracy successfully targeted the long-struggling United States automotive industry, raising prices for car manufacturers and automobile dealers 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, D.C. 20016** |
| **9-28-2018** | **16-CV-32****16-CV-670** | **(E.D. Va.)** | **Clark v. Experian Info. Sols., Inc.****Brown v. Experian Info. Sols., Inc.**The lawsuits claimed that Experian failed to disclose its third-party vendor from which it obtains its public record information and Experian reported inaccurate and out-of-date tax lien or civil judgment information in violation of the Fair Credit Reporting Act. | **2-1-2019** | **For more information write to:****Leonard A. Bennett****Consumer Litigation** **Associates****763 J Clade Morris Blvd.****Suite 1A****Newport News, VA 23601** |
| **9-28-2018** | **5-MD-1720** | **(E.D.N.Y.)** | **In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation****Re Defendants: Bank of America, N.A., Bank of America Corporation (together, “Bank of America”) and BA Merchant Services LLC (f/k/a National Processing Inc.) (hereinafter, BAMS”)**This lawsuit is principally about the interchange fees attributable to merchants that accepted Visa or Mastercard credit or debit cards between 1-1-2004 and [the Settlement Preliminary Approval Date], and Visa’s and Mastercard’s rules for merchants that have accepted those cards. | **Not set yet** | **For more information write, call or visit:****Alexandra S. Bernay****Robbins Geller Rudman** **& Dowd LLP****655 West Broadway Suite 1900****San Diego, CA 92101****1-800-625-6440 (Ph.)**[**www.PaymentCardSettlement.com**](http://www.PaymentCardSettlement.com) |