|  **Notice Date** | **Case Number** | **Court** | **Case Name Summary of Issue** | **Fairness Hearing Date** | **For more information** |
| --- | --- | --- | --- | --- | --- |
| **2-1-2019** | **13-MD-02420** | **(N.D. Cal.)** | **In re: Lithium Ion Batteries Antitrust Litigation****Re Defendants: Samsung SDI Co., Ltd. and Samsung SDI America, Inc. (collectively, “SDI”), NEC Tokin Corporation (“Tokin”), and Toshiba Corporation (“Toshiba”) (collectively “Settling Defendants”), (Indirect Purchaser Plaintiff (IPP)**Plaintiffs allege, among other things, that Toshiba violated the antitrust laws by conspiring to fix, raise, maintain or stabilize the prices of Lithium Ion Batteries, and these acts caused the Classes to incur significant damages. | **Not set yet** | **For more inforamtion write, call or fax:****COTCHETT, PITRE &** **MCCARTHY, LLP****Adam J. Zapala** **San Francisco Airport** **Office Center****840 Malcolm Road, Suite 200****Burlingame, CA 94010****650-697-6000 (Ph.)****650-697-0577 (Fax)** |
| **2-1-2019** | **13-MD-02420** | **(N.D. Cal.)** | **In re: Lithium Ion Batteries Antitrust Litigation****Re Defendants: Panasonic Corporation, Panasonic Corporation of North America, Sanyo Electric Co., Ltd., and Sanyo North America Corporation (collectively “Panasonic”), (Indirect Purchaser Plaintiff (IPP)**The lawsuit alleges that Defendants and co-conspirators conspired to raise and fix the prices of cylindrical Li-Ion Cells for over ten years, resulting in overcharges to consumers and others who bought portable computers, camcorders, and power tools containing Li-Ion Cylindrical Batteries. 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 these cells by, among other things, face-to-face meetings and other communications, customer allocation, and the use of trade associations. | **7-19-2019**Prepared by Brenda Berkley | **Fopr more inforamtion visit or call:**[**WWW.REVERSETHECHARGE.COM**](http://WWW.REVERSETHECHARGE.COM)**1 855 730-8645 (Ph.)** |
| **2-1-2019** | **17-CV-02237** | **(D. Kan.)** | **Joshua Nolen v. Firebirds of Overland Park, LLC and Firebirds International, Inc.**Plaintiffs allege that servers at Firebirds Restaurants may not have been properly paid for all time worked. The lawsuit alleges that FIREBIRDS’s pay practices violated the Fair Labor Standards Act (“FLSA”) and various state wage and hour laws. | **5-15-2019** | **For more inforamtion write, call or e-mail:****Michael Hodgson****The Hodgson Law Firm, LLC****3609 SW Pryor Rd****Lee’s Summit, MO 64082****816 600-0117 (Ph.)****mike@thehodgsonlawfirm.com** |
| **2-1-2019** | **18-CV-11760** | **(S.D.N.Y.)** | **Patra v. Tarte, Inc.**The lawsuit alleges that the Defendant violated certain laws in labeling, marketing, and advertising of certain Tarte products marketed as high-performance naturals®. | **Not set yet** | **For more information write to:****Adam Gonnelli****Sultzer Law Group****85 Civic Center Plaza****Suite 104****Poughkeepsie, NY, 12601** |
| **2-4-2019** | **28-CV-16775** | **(E.D.N.Y.)** | **Chris Veritas v. Bank of America, N.A.**Plaintiffs allege that Bank of America failed to pay Mortgage Loan Officers (MLOs) properly for all overtime hours they worked. The Plaintiffs allege that MLOs were first classified as exempt from overtime and, after being reclassified as overtime eligible in 11-2016, were required to work off the clock and not permitted to record all hours worked. | **Not set yet** | **For more information write, call or e-mail:****Justin M. Swartz****Deirdre Aaron****Nina Martinez** **Outten & Golden LLP****685 Third Avenue, 25th Floor****New York, NW 10017****BoALoanOfficerCase@outtengolden.com** |
| **2-8-2019** | **16-CV-12803** | **(E.D. Mich.)** | **Palazzolo v. Fiat Chrysler Automobiles****Re Defendants: Fiat Chrysler Automobiles N.V. (“FCA”), Richard K. Palmer, and Reid Bigland (collectively, “Defendants”)**Lead Plaintiffs allege that, during the Class Period, Defendants made false and misleading statements and failed to disclose material adverse facts about the Company’s business and operations. Specifically, Lead Plaintiffs allege that Defendants fraudulently inflatedFCA’s U.S vehicle sales numbers during the Class Period, including misrepresenting the Company’s streak of year-over-year monthly U.S. sales growth. | **Not set yet** | **For more information write, call, fax or e-mail:****Kessler Topaz Meltzer &**  **Check, LLP****Attn: Gregory M. Castaldo****280 King of Prussia Road****Radnor, PA 19087****610 667-7706 (Ph.)****610 667-7056 (Fax)****gcastaldo@ktmc.com** |
| **2-8-2019** | **13-CV-04030** | **(N.D. Cal.)** | **Brown v. Cinemark USA, Inc. and Century Theatres, Inc.****Re Defendants: Cinemark USA, Inc. and Century Theatres, Inc., (collectively, “Defendants”)**Plaintiff alleges that Defendants are liable for statutory and civil penalties for alleged failures to furnish accurate, itemized wage statements as required by California law. | **Not set yet** | **For more information write, call, fax or e-mail:****Melissa Grant****Robert Drexler****Jonathan Lee****CAPSTONE LAW APC****1875 Century Park East****Suite 1000****Los Angeles, CA 90067** |
| **2-8-2019** | **16-CV-01031** | **(E.D. Va.)** | **Knurr v. Orbital ATK, Inc., et al.**Plaintiff alleges that Defendants made materially false and misleading statements regarding the Company's business, operational and compliance policies. Specifically,Defendants made false and/or misleading statements and/or failed to disclose that: (i) Orbital lacked effective control over financial reporting; (ii) as a result, the Company failed to record an anticipated loss on the Contract after the loss became evident in 2015, as required by generally accepted accounting principles ("GAAP"); and (iii) as a result of the foregoing, Orbital's public statements were materially false and misleading at all relevant times. | **Not set yet** | **For more information write to:****Theodore J. Pintar****Robbins Geller Rudman &** **Dowd LLP****655 West Broadway****Suite 1900****San Diego, CA 92101** |
| **2-8-2019** | **16-CV-10766** | **(D. Mass.)** | **Godinez, et al. v. Alere Inc., et al.**Plaintiffs allege, among other things, the Defendants made false and misleading statements and omissions of material facts between 5-9-2013 and 10-3-2017, concerning Alere’s business, finances, operations and products, which together had the effect of artificially inflating the price of Alere common stock. The putative class includes all persons and entities who purchased or otherwise acquired the publicly-traded common stock of Alere Inc. during the Class Period. Lead Plaintiffs allege that the release of several corrective disclosures, which revealed the true operational, financial and regulatory status of Alere, caused the Company’s stock price to drop at multiple points, thereby harming Settlement Class Members. | **Not set yet** | **For more information write to:****Abraham, Fruchter &**  **Twersky, LLP****Jeffrey S. Abraham****One Penn Plaza** **Suite 2805****New York, NY 10119****Entwistle & Cappucci LLP****Vincent R. Cappucci****299 Park Avenue****20th Floor****New York, NY 10171** |
| **2-11-2019** | **12-MD-02311** | **(E.D. Mich.)** | **In re: Automotive Parts Antitrust Litigation****(Direct Purchaser)****Re Defendants: Toyoda Gosei North America Corp., and TG Missouri Corp. (collectively, “Toyoda Gosei”)**Plaintiff alleges that Defendants conspired to rig bids, and fix, raise, maintain, and stabilize prices of Automotive Hoses sold in the United States in violation of federal antitrust laws. Plaintiff further alleges that as a result of the conspiracy, it and other direct purchasers of Automotive Hoses were injured by paying more for those products than they would have paid in the absence of the alleged illegal conduct. | **Not set yet** | **For more information write or call:****David H. Fink** **Darryl Bressack** **Nathan J. Fink** **FINK BRESSACK****38500 Woodward Avenue****Suite 350****Bloomfield Hills, MI 48304****248 971-2500 (Ph.)** |
| **2-11-2019** | **15-CV-03820** | **(N.D. Cal.)** | **In re: Resistors Antitrust Litigation (Indirect Purchasers)****Re Defendants: KOA Corporation and KOA Speer Electronics, Inc. (“KOA”)**The lawsuit alleges that Defendants participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Linear Resistors at artificially high levels in violation of Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1 et seq., and various state antitrust and consumer protection laws. | **12-12-2019** | **For more information write to:**[**www.linearresistorsindirectcase.com**](http://www.linearresistorsindirectcase.com)**888 209-5181 (Ph.)** |
| **2-11-2019** | **17-CV-03828** | **(N.D. Cal.)** | **Requedan, et al. v. Centerplate of Delaware, Inc., et al.**Plaintiffs allege that they worked off the clock without compensation, were not provided with compliant meal and rest periods, were not reimbursed for required expenses, were not paid their vacation and sick pay, were not provided with compliant wage statements, and were not paid their final wages on time. Plaintiffs assert causes of action for failure to provide meal periods (Cal. Lab. Code §§ 204, 223, 226.7, 512, 1198); failure to provide rest periods (*id*., §§ 204, 223, 226.7, 1198); failure to pay hourly wages (*id*., §§ 223, 510, 1194, 1194.2, 1197, 1997.1, 1198); failure to indemnify/forced purchases (*id*., §§ 2802, 450); failure to pay vacation wages (*id*., § 227.3); failure to provide paid sick days (*id*., § 245 *et seq*.); failure to provide accurate written wage statements (*id*., § 226(a)); failure to timely pay all final wages (*id*., §§ 201-203); and unfair competition (Cal. Bus. & Prof. Code § 17200 *et seq*.). Plaintiffs seek the recovery of wages, including minimum, overtime and double-time wages, liquidated damages, waiting-time penalties, meal - and rest-period premiums, expense reimbursement, prejudgment interest, and attorneys’ fees and costs. Plaintiffs sue on behalf of themselves and the Class. | **Not set yet** | **For more information write, call, fax or e-mail:****Shaun Setareh****Thomas Segal****Farrah Grant****Ashley N. Batiste****Setareh Law Group****315 S. Beverly Drive Suite 315****Beverly Hills, California 90212****310 888-7771 (Ph.)****310 888-0109 (Fax)****shaun@setarehlaw.com****thomas@setarehlaw.com****farrah@setarehlaw.com****ashley@setarehlaw.com** |
| **2-11-2019** | **18-CV-01139** | **(N.D. Cal.)** | **Raquedan, et al. v. Volume Services, Inc., et al.****Re Defendants: Volume Services, Inc., and Centerplate of Delaware, Inc. (collectively referred to in the singular as “Centerplate”)**Plaintiffs allege that a background check, including a consumer report, was conducted in connection with application for a job, promotion or job change with Centerplate, without complying with applicable law.Plaintiffs assert causes of action under the Fair Credit Reporting Act, the California Investigative Consumer Reporting Agencies Act, the California Consumer Credit Reporting Agencies Act, and California Business andProfessions Code section 17200 *et seq*. Plaintiffs seek the recovery of statutory and civil penalties and punitive damages. Plaintiffs sue on behalf of themselves and the Class. | **Not set yet** | **For more information write, call, fax or e-mail:****Shaun Setareh****Thomas Segal****Farrah Grant****Ashley N. Batiste****Setareh Law Group****315 S. Beverly Drive****Suite 315****Beverly Hills, CA 90212****310 888-7771 (Ph.)****310 888-0109 (Fax)****shaun@setarehlaw.com****thomas@setarehlaw.com****farrah@setarehlaw.com****ashley@setarehlaw.com** |
| **2-14-2019** | **16-CV-00689** | **(D. AR.)** | **Rameses Te Lomingkit, et al. v. Apollo Education Group, Inc., et al.****Re Defendants: Gregory W. Cappelli, Apollo’s former CEO; Brian L. Swartz, Apollo’s former CFO; and William F. Pepicello, the President of the University of Phoenix and a member of Apollo’s executive management (collectively “Defendants”)**Lead Plaintiff alleges that Apollo and certain of its officers made a series of materially false and misleading statements about the status and performance of Apollo’s critical new online classroom project, which caused the price of Apollo Class A common stock to be artificially inflated from 11-13-2013 through 10-21-2015 (the “Class Period”). Plaintiffs further 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 Defendants Cappelli, Swartz, and Peter V. Sperling, Chairman of the Apollo Board of Directors, under Section 20(a) of the Exchange Act. The Consolidated Complaint alleged that Defendants made materially false and misleading statements about: (i) the Company’s new online classroom, and (ii) the Company’s compliance with regulations governing the recruitment of military personnel, the Company’s contract with the Department of Defense, and a Presidential Executive Order regarding military recruiting. The Complaint further alleged that the price of Apollo Class A common stock was artificially inflated as a result of Defendants’ allegedly false and misleading statements, and declined when the truth was revealed. | **6-26-2019** | **For more information write or visit:****Bernstein Litowitz Berger &**  **Grossmann LLP****Jonathan D. Uslaner****12481 High Bluff Drive****Suite 300****San Diego, CA 92130-3582**[**www.ApolloEducationGroupSecuritiesLitigation.com**](http://www.ApolloEducationGroupSecuritiesLitigation.com) |
| **2-14-2019** | **16-CV-506** | **(W.D. Pa.)** | **First Choice Federal Credit Union v. The Wendy’s Company****Re Defendants: The Wendy’s Company, Wendy’s Restaurants, LLC, and Wendy’s International, LLC (collectively, “Wendy’s”)**Plaintiff alleges that Wendy’s is legally responsible for the Data Breach and assert claims for negligence, negligence per se, violation of the Ohio Deceptive Trade Practices Act, as well as for declaratory and injunctive relief. The financial institutions seek to recover damages in the lawsuits for the expense of payment card reissuance, amounts paid to cover fraudulent payment card charges, and other costs allegedly incurred as a result of the Data Breach. | **Not set yet** | **For more information write to:****Gary F. Lynch****CARLSON LYNCH SWEET****KILPELA & CARPENTER, LLP****1133 Penn Avenue, 5th Floor****Pittsburgh, PA 15222****Erin Green Comite****SCOTT+SCOTT ATTORNEYS****AT LAW LLP****156 South Main Street****P.O. Box 192****Colchester, CT 06415** |
| **2-15-2019** | **13-CV-4427** | **(E.D.N.Y.)** | **Delgado v. Ocwen Loan Servicing****Re Defendants: Ocwen and Cross Country Home Services (CCHS)**Plaintiff alleges that Ocwen and CCHS (together “Defendants”) unlawfully enrolled certain Ocwen customers in home warranty and service plans offered by CCHS. The class action alleges that Defendants mailed Ocwen’s customers checks for $2.50, $3.50, or similar low sums, and further alleges that the checks were designed to appear as if they were rebates or refunds issued by Ocwen, but when cashed or deposited, resulted in Ocwen customers being enrolled in CCHS’s home warranty or service plans. Defendants charged for the plans on customers’ monthly mortgage statements. | **Not set yet** | **For more information write to:****Steven L. Wittels****J. Burkett McInturff****Tiasha Palikovic****WITTELS LAW, P.C.****18 Half Mile Road****Armonk, NY 10504** |
| **2-15-2019** | **13-CV-03072** | **(N.D. Cal.)** | **In re: MyFord Touch Consumer Litigation** Plaintiffs allege that MyFord Touch (“MFT”) on these vehicles are defective because, among other things, they will not respond to voice commands; do not connect to the owner’s mobile device; provide inaccurate directions and/or misread the location of the vehicle; and/or freeze up or crash altogether. Plaintiffs allege that when the system freezes or crashes the driver cannot operate any of the features connected to MFT, including the navigation technology, the radio, the rearview camera, or the defroster. Plaintiffs further allege that Ford charged a premium price for MFT and seek to recover economic damages. | **Not set yet** | **For more information write, call or e-mail:****STEVE W. BERMAN****CATHERINE Y.N. GANNON****CRAIG SPIEGEL****HAGENS BERMAN SOBOL**  **SHAPIRO LLP****1301 Second Avenue****Suite 2000****Seattle, Washington 98101****206 623-7292 (Ph.)****steve@hbsslaw.com****catherineg@hbsslaw.com****craigs@hbsslaw.com** |
| **2-15-2019** | **15-CV-02996** | **(E.D.N.Y.)** | **Winslow v. Forster & Garbus LLP, et al.****Re Defendants: Forster & Garbus, LLP, Ronald Foster, Esq. and Mark A. Garbus, Esq. (“Forster & Garbus”)**Plaintiff alleges that the defendants committed violations of the Fair Debt Collection Practices Act (FDCPA) and New York General Business Law Section 349 by allegedly using misleading language on form complaints filed in state court collection actions; by allegedly failing to meaningfully review these complaints prior to filing; and by filing complaints on behalf of a foreign trust that allegedly failed to register with New York State prior to the filing of the consumer collection complaints at issue. | **6-18-2019** | **For more information write, call or e-mail:****Daniel A. Schlanger****Schlanger Law Group LLP****9 East 40th Street****Suite 1300****New York, New York 10016****212 500-6114 (Ph.)****dschlanger@consumerprotection.net** |
| **2-15-2019** | **18-CV-20048** | **(S.D. Fla.)** | **Sebastian Gonzalez v. TCR Sports Broadcasting Holdings, LLP**The lawsuit alleges that Mid-Atlantic Sports Network a/k/a MASN (“MASN”)sent, or caused to be sent, advertisement or telemarketing text messages to Plaintiff’s wireless telephone number without obtaining his prior express written consent in violation of the Telephone Consumer Protection Act 47 U.S.C. § 227 (“TCPA”) and seeks statutory damages under the TCPA on behalf of the named Plaintiff and a class of all individuals in the United States. Plaintiff alleges that the text messages that MASN sent advertised goods sold by Hyundai and Mercedes; this is why they were also named as Defendants in this class action lawsuit. | **Not set yet** | **For more information write to:****Ruben Conitzer****Carey Rodriguez Milian**  **Gonya, LLP****1395 Brickell Avenue****Suite 700****Miami, FL 33131** |
| **2-19-2019** | **17-CV-43403** | **(S.D. Cal.)** | **Segal, et al. v. Aquent, LLC**Plaintiffs allege that Aquent violated California state and federal labor laws as a result of its alleged: (1) failure to pay minimum/regular/contract/reporting-time wages; (2) failure to pay timely earned wages during employment and upon separation of employment; (3) inaccurate and inadequate wage statements; (4) failure to maintain required records; (5) failure to indemnify/reimburse business expenses; (6) liability for PAGA penalties and wages; and (7) unfair business practices.  | **Not set yet** | **For more information write or call:****Thomas D. Rutledge****500 West Harbor Drive****Suite 1113****San Diego, CA 92101****619 886-7224 (Ph.)** |
| **2-20-2019** | **16-CV-14339** | **(E.D. Mich.)** | **Dr. Louis L. Sobol, M.D. v. Imprimis Pharmaceuticals, Inc.**Plaintiff alleges that Imprimis Pharmaceuticals, Inc., violated the Telephone Consumer Protection Act, 47 U.S.C. §227 (“TCPA”), by sending unsolicited facsimile advertisements.  | **Not set yet** | **For more information write to:****Phillip A. Bock****Bock, Hatch,Lewis &** **Oppenheim, LLC****Attn: Imprimis Settlement****134 N.LaSalle Street****Suite 1000****Chicago, IL 60602** |
| **2-20-2019** | **16-CV-00189** | **(C.D. Cal.)** | **Woodard, et al. v. Labrado, et al.****Re Defendant: Naturex, Inc. (“Naturex”)**This lawsuit alleges violations of consumer protection laws, and claims that Naturex misrepresented the efficacy of Svetol®, an ingredient used in certain weight loss supplement products, including green coffee bean extract. | **Not set yet** | **For more information write, call or e-mail:****Ronald A. Marron****LAW OFFICES OF RONALD A.**  **MARRON****651 Arroyo Drive****San Diego, CA 92103****619 696-9006 (Ph.)****ron@consumersadvocates.com** |
| **2-21-2019** | **16-CV-12803** | **(E.D. Mich.)** | **Palazzolo v. Fiat Chrysler Automobiles****Re Defendants: Fiat Chrysler Automobiles N.V. (“FCA”), Richard K. Palmer, and Reid Bigland (collectively, “Defendants”)**The Court has scheduled a final approval hearing. For more information, see CAFA notice above dated 2-8-2019. | **6-5-2019** | **For more information write, call, or fax:****Kessler Topaz Meltzer &**  **Check, LLP****Attn: Gregory M. Castaldo****280 King of Prussia Road****Radnor, PA 19087****610 667-7706 (Ph.)****610 667-7056 (Fax)** |
| **2-21-2019** | **6-CV-00026** | **(E.D. Ky.)** | **Indiana State Dist. Council of Laborers and Hod Carriers Pension and Welfare Fund v. Omnicare, Inc.****Re Defendants: Omnicare, Inc. (“Omnicare”), Joel F. Gemunder, David W. Froesel, Jr., Cheryl D. Hodges, and Sandra E. Laney (collectively, “Defendants”)**Plaintiffs allege that Defendants violated Section 11 of the Securities Act of 1933 by making false and misleading statements in the Registration Statement and Prospectus issued in connection with Omnicare’s Offering of 12,825,000 shares on or about 12-12-2005. Defendants have denied all allegations of wrongdoing. In 2015, Omnicare was acquired by CVS Health Corporation in a transaction valued at $12.7 billion. In connection with the transaction, Omnicare’s shareholders received $98 per share in cash. As a result of the transaction, Omnicare no longer has any public shareholders. | **Not set yet** | **For more information write to:****Henry Rosen****ROBBINS GELLER RUDMAN**  **& DOWD LLP****655 West Broadway Suite 1900****San Diego, CA 92101** |
| **2-21-2019** | **18-CV-04258** | **(C.D. Cal.)** | **In re: USC Student Health Center Litigation****Re Defendants: Douglas Perlitz and Father Carrier**Plaintiffs allege that they were the victims of sexual abuse by Douglas Perlitz while attending the Project Pierre Toussaint schools or orphanages owned, operated and controlled by Defendants. | **Not set yet** | **For more inforamtion write to:****Paul Hanly and Jayne Conroy****Simmons Hanly Conroy LLC****One Court Street****Alton, IL 62002** |
| **2-21-2019** | **16-CV-06654** | **(N.D. Cal.)** | **Larkin v. GoPro, Inc., Nicholas D. Woodman, Brian McGee and Anthony Bates**This class action lawsuit claims that Defendants misled investors by making materially false and/or misleading statements and omissions about GoPro’s anticipated revenue, its HERO5 line of cameras, and its Karma drone. The lawsuit seeks money damages against Defendants for violations of the federal securities laws. | **Not set yet** | **For more inforamtion write to:****Faruqi & Faruqi, LLP****685 Third Avenue** **26th Floor****New York, NY 10017** |
| **2-22-2019** | **16-CV-04300** | **(N.D. Cal.)** | **In re: Pokémon Go Nuisance Litigation****Re Defendant: Niantic, Inc.**The lawsuit alleges that Niantic, Inc. (“Niantic”), the developer of Pokémon Go,violated state trespass and nuisance laws by placing game items called “Pokémon Gyms” and“PokéStops” on or near privately-owned property without prior permission and by enticing and/or causing Pokémon Go players to trespass upon such properties and/or interfere with property owners’ use and enjoyment of such properties. | **Not set yet** | **For more information write or e-mail:****Pomerantz LLP****600 Third Avenue****20th Floor****New York, NY 10016**[**www.pomlaw.com**](http://www.pomlaw.com) |
| **2-22-2019** | **16-CV-02017** | **(N.D. Ala.)** | **Robert Hossfeld, et al. v. Compass Bank and MSR Group, LLC**Plaintiffs allege that Compass violated the Telephone Consumer Protection Act (“TCPA”) by causing calls to be made to the cellular telephone numbers of Plaintiffs and others using an automatic telephone dialing system, without the prior express consent of the called party. | **8-28-2019** | **For more information write to:****Alexander H Burke****Burke Law Offices, LLC****155 N. Michigan Avenue****Suite 9020****Chicago, IL 60601** |
| **2-22-2019** | **15-CV-1319** | **(D. Conn.)** | **Meidl v. Aetna Inc., et al.**This lawsuit is about whether during the Class Period, Aetna, in violation of ERISA and the plans that Aetna administers, improperly determined that Transcranial Magnetic Stimulation (“TMS”) was an experimental, investigational, or unproven treatment, and then used that determination to deny coverage for TMS for the treatment of major depression. Plaintiff alleges that TMS was not experimental for the treatment of major depression because the FDA approved a TMS device for that use in 2008 and because during the Class Period there was substantial scientific and medical support for TMS as a safe and effective treatment option for major depression. Plaintiff alleges that Aetna breached the duties it owed Plaintiffs covered by insurance plans administered by Aetna when it denied claims for TMS coverage to treat major depression based on the Aetna TMS Policy in effect during the Class Period. | **7-10-2019** | **For more inforamtion call or visit:****1 877 890-8089 (Ph.)**[**WWW.AETNATMSSETTLEMENT.COM**](http://WWW.AETNATMSSETTLEMENT.COM) |
| **2-25-2019** | **18-CV-80911** | **(S.D. Fla.)** | **Eisenband v. Schumacher Automotive, Inc.**The lawsuit alleges that Schumacher sent a text message to Plaintiff’s wireless telephone number about selling Plaintiff a car without prior express written consent in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”) and seeks actual and statutory damages under the TCPA on behalf of the named Plaintiff and a class of all individuals in the United States. | **6-28-2019** | **For more inforamtion write to:****Scott Edelsberg****Edelsberg Law, PA****19495 Biscayne Blvd. #607****Aventura, FL 33180** |
| **2-25-2019** | **17-CV-07128** | **(C.D. Cal.)** | **Perez v. Performance Food Group, Inc., Vistar Transportation, LLC and Roma Food Enterprises**Plaintiff filed the Action on behalf of a putative class consisting of all persons residing in the United States who (a) applied for a job with Performance Food Group, Inc., (“PFG”) between 8-18-2012 and 1-28-2019; and (b) had a background check performed by PFG during that timeframe. The Action alleges that PFG provided disclosure forms that did not strictly comply with the disclosure requirements of the Fair Credit Reporting Act (“FCRA”) (15 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.). | **6-3-2019** | **For more information write or call:****Shaun Setareh****Setareh Law Group** **315 South Beverly Drive Suite 315****Beverly Hills, CA 90212** **310 888-7771 (Ph.)** |
| **2-25-2019** | **16-CV-04265****16-CV-06409** | **(N.D. Cal.)** | **Cryer, et al. v. Franklin Resources, Inc., et al.****Fernandez, et al. v. Franklin Resources, Inc., et al.****Re Defendant: Angeion Group**Plaintiffs sued Franklin Resources, Inc. (“Franklin”), the Franklin Templeton 401(k)Retirement Plan Investment Committee (the “Investment Committee”), the individual members of the Investment Committee, and others alleged to have served in fiduciary roles to the Plan (together, “Defendants”) alleging primarily that Defendants violated their fiduciary duties by choosing for the Plan allegedly imprudent and expensive investment funds that were managed byFranklin’s investment adviser subsidiaries, and by allegedly failing to negotiate lower record keeping fees with the Plan’s third-party recordkeepers. Plaintiffs allege that there were superior, less expensive investment options available that Defendants should have chosen for the Plan. Plaintiffs also allege that between 2010 and 2013, Franklin engaged in transactions prohibited by the Employee Retirement Income Security Act of 1974 (“ERISA”). After the lawsuits were filed, Plaintiffs agreed voluntarily to dismiss from the litigation a claim for alleged breach of fiduciary duty relating to monitoring of the Plan fiduciaries as well as certain individual defendants, and the Court granted summary judgment to Defendants on Plaintiffs’ alleged excessive recordkeeping fee claim. | **Not set yet** | **For more inforamtion write to:****Gregory Y. Porter****Mark G. Boyko****BAILEY & GLASSER LLP****1055 Thomas Jefferson St. NW****Suite 540****Washington, DC 20007** |
| **2-25-2019** | **16-CV-01135** | **(N.D. Cal.)** | **Lowery, et al. v. Rhapsody International, Inc.**Plaintiffs allege that Rhapsody has infringed their exclusive rights to reproduce and distribute their musical works by streaming them without voluntary or compulsory licenses. They allege both actual and statutory damages pursuant to the Copyright Act, 17 U.S.C. § 101, sections 502 through 506 and 509, and also seek certain injunctive relief.  | **Not set yet** | **For more inforamtion write to:****Sanford L. Michelman****Michelman & Robinson, LLP****10880 Wilshire Blvd.****19th Floor****Los Angeles, CA 90024** |
| **2-25-2019** | **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 asserts 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. 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 allege that the Depositary improperly retained millions of dollars from dividends and cash distributions owed and payable to the class.  | **7-12-2019** | **For more inforamtion visit:**[**www.CitibankADRSettlement.com**](http://www.CitibankADRSettlement.com) |
| **2-26-2019** | **16-CV-05160** | **(E.D. Pa.)** | **Riaubia v. Hyundai Motor America**This lawsuit is about model-year 2015 to 2017 U.S. specification Hyundai Sonata vehicles equipped with the Smart Trunk feature (“Class Vehicles”). The lawsuit alleges that certain torsion bars installed in the Smart Trunk on the Class Vehicles opens the trunk less than 7.5 inches, either because of the quality of the torsion bars or by some other means of wear-and-tear (the alleged “Defect”). | **Not set yet** | **For more information write, call or fax:****James C. Shah****Natalie Finkelman Bennett****SHEPHERD, FINKELMAN, MILLER**  **& SHAH, LLP****35 E. State Street****Media, PA 19063****Tel: (610) 891-9880****Fax: (866) 300-7367** |
| **2-27-2019** | **13-MD-02420** | **(N.D. Cal.)** | **In re: Lithium Ion Batteries Antitrust Litigation****Re Defendants: Samsung SDI Co. Ltd. and Samsung SDI America, Inc. (together “SDI”)**The lawsuit alleges that Defendants and co-conspirators conspired to raise and fix the prices of cylindrical Li-Ion Cells for over ten years, resulting in overcharges to consumers and others who bought portable computers, camcorders, and power tools containing Li-Ion Cylindrical Batteries. 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 these cells by, among other things, face-to-face meetings and other communications, customer allocation, and the use of trade associations. | **3-5-2019** | **For more information write, call or fax:****Marc M. Seltzer****Krysta Kauble Pachman****SUSMAN GODFREY LLP****1900 Avenue of the Stars** **Suite 1400****Los Angeles, CA 90067-6029****310 789-3100 (Ph.)****310 789-3150 (Fax)** |
| **2-28-2019** | **18-CV-01194** | **(S.D. Tex.)** | **Natasha Hill v. Atlas Acquisitions, LLC and Avi Schild**Plaintiff an individual consumer who allegedly became delinquent on consumer debt and subsequently filed for bankruptcy relief underChapter 13 of the United States Bankruptcy Code. Plaintiff contends that in filing proofs of claim in the Chapter 13 bankruptcy case Defendants violated the Fair Debt Collection Practices Act (15 U.S.C. § 1692, et seq.). Plaintiff also contends that in filing proofs of claim in the Chapter 13 bankruptcy case Defendants violated FED. R. BANKR. P. 3001, and that Defendants committed abuses of process. It is further allege that Defendants engaged in substantially similar conduct with respect to each of the class members Plaintiff seeks to represent. Plaintiff asserts that such violations render Defendants liable for statutory damages under the FDCPA, which are capped at 1% of Defendants’ net worth. | **Not set yet** | **For more information write, call or fax:****Karen L. Kellett****Thad Bartholow****KELLETT & BARTHOLOW PLLC 11300 N. Central Expy.****Suite 301****Dallas, Texas 75243****214 696-9000 (Ph.)****214 696-9001 (Fax)** |