Wednesday, May 13, 2020, Vol. 22, No. 96

Headlines

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A PLUS HOME: Sixth Circuit Appeal Filed in Rembert FLSA Suit

Plaintiff Christina Rembert filed an appeal from a court ruling issued in her lawsuit styled Christina Rembert, et al. v. A Plus Home Health Care Agcy, et al., Case No. 2:17-cv-00287, in the U.S. District Court for the Southern District of Ohio at Columbus.

As previously reported in the Class Action Reporter, the lawsuit alleges that the Plaintiff and Home Care Employees were not paid overtime compensation at a rate of one and one half times their regular rate of pay for all hours worked in excess of 40 in a workweek, in violation of the Fair Labor Standards Act.

Defendant A Plus Home Health Care Agency LLC is a home care service provider with locations in Lancaster, Ohio, and Columbus, Ohio. The Plaintiff was a Licensed Practical Nurse.

The appellate case is captioned as Christina Rembert, et al. v. A Plus Home Health Care Agcy, et al., Case No. 20-3454, in the United States Court of Appeals for the Sixth Circuit.[BN]

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AKAZOO S.A.: Issued False Reports to Attract Investors, Soe Says

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AUNG K. SOE, individually and on behalf of all others similarly situated, Plaintiff v. AKAZOO S.A. and APOSTOLOS N. ZERVOS, Defendants, Case No. 1:20-cv-01900 (E.D.N.Y., April 24, 2020) is a class action against the Defendants for violations of the federal securities laws and to pursue remedies under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934.

The Plaintiff, individually and on behalf of all others similarly-situated individuals who purchased or otherwise acquired the publicly traded securities of Akazoo between September 11, 2019 and April 20, 2020, alleges that the Defendants made false and misleading statements about the company's business, operational and financial results during a press release that the Defendants issued on September 11, 2019, wherein Akazoo announced the completion of its reverse merger with Modern Media Acquisition Corp. and the beginning of its shares trading on the NASDAQ under the symbol "SONG."

The Plaintiff claims that the Defendants failed to disclose these information: (1) Akazoo overstated its revenue, profits, and cash holdings; (2) Akazoo holds significantly lesser music distribution rights than it has stated and implied; (3) as opposed to Akazoo's continued statements, it does not operate in 25 countries; (4)

Akazoo has a significantly smaller user base than it states; (5) Akazoo has closed its headquarters and other offices around the world. As a result of Defendants' wrongful acts and omissions, and the decline in the market value of the company's securities, the Plaintiff and other Class members have suffered significant losses and damages.

Akazoo S.A. is a global on-demand music, audio streaming, media, and artificial intelligence technology company, with its principal executive offices located at One Heddon Street, W1B 4BD, London, England. [BN]

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ALDOUS & ASSOCIATES: Gracius Sues over Unlawful Collection Letter

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The case, CASSANDRA GRACIUS, individually and on behalf of all others similarly situated, Plaintiff v. ALDOUS & ASSOCIATES, PLLC, Defendant, Case No. 2:20-cv-00268-DAK-PMW (D. Utah, April 22, 2020) arises from Defendant's alleged violation of the Fair Debt Collection Practices Act.

Plaintiff is allegedly obligated to pay a debt.

According to the complaint, Plaintiff has received a letter dated September 10, 2019 from Defendant in an attempt to collect an alleged debt. However, the letter demanded payment during the 30-day validation without explaining that such demand does not override the consumer's right to request validation of the debt and the name and address of the original creditor, thereby violating 15 U.S.C. Section 1692g(b).

Additionally, because the letter is open to more than one reasonable interpretation and reasonably susceptible to an inaccurate reading by the least sophisticated consumer, the letter also violates 15 U.S.C. Section 1692e.

Aldous & Associates, PLLC is a debt collector. [BN]

The Plaintiff is represented by:

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ALLERGAN: Weisbein Sues Over Unsolicited Telemarketing Messages

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RAY WEISBEIN, individually and on behalf of all others similarly situated, Plaintiff v. ALLERGAN, INC., Defendant, Case No. 8:20-cv-00801 (C.D. Cal., April 24, 2020) is a class action against the Defendant for its practice of transmitting advertisement and telemarketing text messages to the Plaintiff's cell telephone and the cell telephones of all others similarly-situated persons using an automatic telephone dialing system (ATDS) and without anyone's prior express written consent, in violation of the Telephone Consumer Protection Act.

On or about April 1, 2020, the Plaintiff claims that he saw the Defendant's video commercial marketing its Botox products which displayed a message to text SAVE to 27747 in order to check his

eligibility for the Defendant's Botox Savings Program. However, the Plaintiff was not informed that by texting SAVE he was authorizing Defendant to deliver or cause to be delivered to him advertisement or telemarketing text messages using an ATDS. The Defendant's unsolicited text messages invaded the Plaintiff's privacy, intruded upon his seclusion and solitude, constituted a nuisance, and wasted his time by requiring him to review the messages. Further, Defendant's SMS text messages caused Plaintiff to incur tangible harms such as loss of cell phone battery life and financial losses in requiring him to recharge his phone.

Allergan, Inc. is a pharmaceutical company that sells the Botox Treatments with principal place of business located in Irvine, California. [BN]

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ALLTRAN FINANCIAL: Obrien Alleges Violation under FDCPA

A class action lawsuit has been filed against Alltran Financial, LP. The case is styled as Darryl Obrien, individually and on behalf of a class of similarly situated, Plaintiff v. Alltran Financial,

LP, Sherman Originator III LLC and LVNV Funding LLC, Defendants, Case No. 5:20-cv-00550 (W.D., Tex., May 5, 2020).

The docket of the case states the nature of suit as Consumer Credit filed pursuant to the Fair Debt Collection Practices Act.

Alltran Financial LP is a provider of recovery and receivables services.[BN]

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AMAZON.COM INC: Ninth Circuit Appeal Filed in B. F. Class Suit

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Defendants Amazon.com Inc., et al., filed an appeal from a court ruling entered in the lawsuit styled B. F., et al. v. Amazon.com Inc., et al., Case No. 2:19-cv-00910-RAJ-MLP, in the U.S. District Court for the Western District of Washington, Seattle.

As previously reported in the Class Action Reporter, the lawsuit is brought in connection with the alleged intentional and unlawful recording performed by Alexa devices.

Alison Hall-O'Neil seeks to obtain redress for all Florida, Illinois, Maryland, Massachusetts, Michigan, New Hampshire, Pennsylvania, and Washington minors, who have used Alexa in their home and have, therefore, been recorded by Amazon, without consent.

The appellate case is captioned as B. F.; A. A., minors, by and through their guardian Joey Fields; C. O., a minor, by and through her guardian Alison ONeil, individually and on behalf of allothers similarly situated, Plaintiffs-Appellees v. AMAZON.COM INC., a Delaware corporation; A2Z DEVELOPMENT CENTER, INC., a Delaware corporation, Defendants-Appellants, Case No. 20-35359, in the United States Court of Appeals for the Ninth Circuit.

The briefing schedule in the Appellate Case states that the

optional appellant's reply brief shall be filed and served within 21 days of service of the appellees' brief, pursuant to FRAP 31 and 9th Cir. R. 31-2.1.[BN]

ASPEN AMERICAN: Mikkelson Sues over Insurance Policy Claims

RONALD A. MIKKELSON, DDS, individually and on behalf of all others similarly situated, Plaintiff v. ASPEN AMERICAN INSURANCE COMPANY, Defendant, Case No. 3:20-cv-05378 (W.D. Wash., April 20, 2020) is a class action complaint brought against Defendant for its alleged breach of insurance contract pursuant to Federal Rule of Civil Procedure 23(b)(1), 23(b)(2), and 23(b)(3).

Plaintiff is a family-owned, small business dentistry practice and a policyholder of an "all risk" policy issued by Defendant.

According to the complaint, Plaintiff paid all premiums for "Direct Physical Loss" coverage that includes coverage for risks of both damage to and loss of covered property. Due to the worldwide pandemic COVID-19, dentists, including Plaintiff, were prohibited from practicing dentistry and Plaintiff's property sustained direct physical loss or damage as a result of the proclamations and orders.

However, Defendant has denied Plaintiff's policy claims based on business interruption, income loss or closures related to COVID-19.

Plaintiff seeks declaratory judgment that the policy or policies cover the Plaintiff's losses and expenses, damages, pre-judgment interest, reasonable attorney fees and costs.

Aspen American Insurance Company is an insurer carrier incorporated and domiciled in the State of Texas. [BN]

The Plaintiff is represented by:

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AXOS BANK: Faces Hoagland TCPA Suit Over Telemarketing Robocalls

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KENNETH HOAGLAND, Individually and on Behalf of All Others Similarly v. AXOS BANK, Case No. 3:20-cv-00807-L-MSB (S.D. Cal., April 29, 2020), seeks to secure redress for prerecorded message and telemarketing robocalls made by Axos in violation of the Telephone Consumer Protection Act.

The Plaintiff alleges that the Defendant called his cellular telephone in November 2019, and played prerecorded message,

advertising its Emerald Advance Line of Credit, a product it jointly markets with H&R Block. Axos did not have written consent to make this call, the Plaintiff adds.

The Plaintiff seeks an injunction against future calling, plus damages for himself and a class of others, who received similar robocalls from the Defendant without proper consent.

Axos Bank is a technology-driven financial services company providing a diverse range of innovative banking products and services for personal, business, and institutional clients nationwide.[BN]

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BED BATH: Faces Kirkland Securities Suit Over Drop in Share Price

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Jerry Kirkland, Individually and On Behalf of All Others Similarly Situated v. BED BATH & BEYOND INC., MARK J. TRITTON, MARY A. WINSTON, and ROBYN M. D'ELIA, Case No. 1:20-cv-05339 (D.N.J., April 30, 2020), seeks to recover damages caused by the Defendants' violations of the federal securities laws and to pursue remedies under the Securities Exchange Act of 1934 against the Company and certain of its top officials.

The lawsuit is brought on behalf of a class consisting of all persons other than Defendants, who purchased or otherwise acquired Bed Bath & Beyond securities between October 2, 2019, and February 11, 2020, both dates inclusive.

According to the complaint, the Defendants made materially false and misleading statements regarding the Company's business, operational and compliance policies. Specifically, the Defendants made false and/or misleading statements and/or failed to disclose that: (i) due to "aggressive disposition of inventory," the Company lacked sufficient inventory in key categories to support holiday sales; (ii) the Company's internal control over inventory levels and financial reporting was not effective; (iii) as a result of the

foregoing, the Company was likely to experience reduced sales; and (iv) as a result, the Company's public statements were materially false and misleading at all relevant times.

On January 8, 2020, Bed Bath & Beyond withdrew its fiscal 2019 guidance, citing pressures on sales and profitability, as well as a new strategic plan for the Company's operations. On this news, the Company's stock price fell $3.20 per share, or over 19%, to close at $13.4 per share on January 9, 2020, thereby, injuring investors.

Then, on February 11, 2020, Bed Bath & Beyond issued a press release announcing preliminary fourth-quarter 2019 financial results. Therein, the Company disclosed "a 5.4% decline in comparable sales driven primarily by store traffic declines combined with inventory management issues," including that "inventory within certain key categories in the Bed Bath & Beyond assortment was too low or out-of-stock during the period." On this news, the Company's stock price fell $3.06 per share, or over 20%, to close at $11.79 per share on February 12, 2020, on unusually heavy trading volume.

As a result of the Defendants' wrongful acts and omissions, and the precipitous decline in the market value of the Company's securities, the Plaintiff and other Class members have suffered

significant losses and damages, says the complaint.

The Plaintiff acquired Bed Bath & Beyond securities at artificially inflated prices during the Class Period.

Bed Bath & Beyond is a retailer that sells a wide variety of domestics merchandise and home furnishings. The Company operates under many brand names, including Christmas Tree Shops, Harmon, buybuy BABY, and Cost Plus World Market.[BN]

The Plaintiffs are represented by:

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BEL-AIR BAY: Fails to Pay Service Workers' Tips, Tizekker Says

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Jill Tizekker and Katie McClelland, individually and on behalf of all others similarly situated v. BEL-AIR BAY CLUB LTD., Case No. 2:20-cv-03989 (C.D. Cal., April 30, 2020), is brought under the

Fair Labor Standards Act arising from the Defendant's alleged longstanding policies and practices, which fails to properly compensate non-exempt service workers for gratuities paid to them as tip wages, unpaid overtime work, unreimbursed necessary business expenses, and for work performed while "off-the-clock."

According to the complaint, the Plaintiffs have been denied proper overtime compensation pursuant to the FLSA. For hourly-paid employees who work more than eight hours in a day, or 40 hours in a workweek, the Defendant fails to pay those workers at a premium rate for those overtime hours. Instead, the Defendant pays its hourly workers at their regular rate for all hours worked beyond eight in a single day and/or beyond 40 in a single workweek. The Defendant imposes mandatory "service fee" surcharges on the total cost of banquet services, but fails to distribute the total proceeds of those service fees to non-managerial service employees as gratuity payments as required by California law.

The Plaintiffs were employed as non-exempt bartenders.

The Defendant operates the Bel-Air Bay Club in Pacific Palisades, California.[BN]

The Plaintiff is represented by:

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BOSTON UNIVERSITY: Dutra Suit Seeks Refund of Tuition and Fees

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JULIA DUTRA, INDIVIDUALLY AND ON BEHALF OF OTHERS SIMILARLY SITUATED v. TRUSTEES OF BOSTON UNIVERSITY, Case No. 1:20-cv-10827 (D. Mass., April 29, 2020), is brought as result of the Defendants' decision to close campus, constructively evict students, and transition all classes to an online/remote format as a result of the COVID-19 pandemic.

The Plaintiff seeks refunds of the amount she and other members of the Class are owed on a pro-rata basis, together with other damages.

The Plaintiff contends that while closing campus and transitioning to online classes was the right thing for the Defendants to do, this decision deprived her and the other members of the Class from recognizing the benefits of in-person instruction, housing, access to campus facilities, student activities, and other benefits and services in exchange for which they had already paid fees and tuition. She adds that the Defendants have either refused to provide reimbursement for the tuition, housing, fees and other costs that the Defendants are no longer providing, or have provided inadequate and/or arbitrary reimbursement that does not fully compensate them for their loss

The Trustees of Boston University operate as a legal owner and authority of the University. The Trustees hold financial, physical, and human assets, as well as perform administrative and academic activities of the institution.[BN]

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BP WEST: Alon USA's Motion for Sanctions Denied

The case, Persian Gulf Inc. v. BP West Coast Products LLC et al., Case No. 3:15-cv-01749 (S.D. Calif.), remains pending.

District Judge Dana M. Sabraw on May 7, 2020, denied Alon USA Energy, Inc.'s Motion for Sanctions under Rule 11 and 28 U.S.C. Sec. 1927.

A Mandatory Settlement Conference is set for Dec. 16, 2020 before Magistrate Judge Andrew G. Schopler.

Meanwhile, Nonparty JAMIE COURT, president of Consumer Watchdog, and the Defendants in the case of PERSIAN GULF INC., individually and on behalf of all others similarly-situated, Plaintiff v. BP WEST COAST PRODUCTS LLC; CHEVRON U.S.A. INC.; TESORO REFINING & MARKETING COMPANY LLC; EQUILON ENTERPRISES LLC, D/B/A SHELL OIL PRODUCTS US; EXXONMOBIL REFINING & SUPPLY COMPANY; VALERO MARKETING AND SUPPLY COMPANY; CONOCOPHILLIPS; ALON USA ENERGY, INC. and DOES 1-25, Defendants, Case No. 2:20-mc-00039, submitted a joint stipulation to the U.S. District Court for the Central District of California on April 6, 2020, regarding the nonparty's motion for protective order. The joint stipulation discusses a discovery dispute between nonparty Jamie Court and the Defendants related to a requested deposition subpoena directed at Mr. Court.

BP West Coast Products LLC is a La Palma, California-based provider of oil exploration and production services.

Chevron U.S.A. Inc. is an oil exploration and natural gas company headquartered in San Ramon, California.

Tesoro Refining & Marketing Company LLC is an independent refiner and marketer of petroleum products with principal place of business at 19100 Ridgewood Parkway San Antonio, Texas.

Equilon Enterprises LLC, d/b/a Shell Oil Products US, is a Houston, Texas-based an oil refining and marketing company.

Exxonmobil Refining & Supply Company is a subsidiary of international oil and gas company Exxon Mobil Corp.

Valero Marketing & Supply Company is a manufacturer of transportation fuels, and petrochemical and power products based in San Antonio, Texas.

ConocoPhillips is an independent exploration and production company based in Houston, Texas.

Alon Usa Energy, Inc. is an independent refiner and marketer of petroleum products with principal place of business at 12700 Park Central Drive Suite 1600 in Dallas, Texas. [BN]

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BRISTOL COUNTY, MA: Court Certifies Class in Savino Prisoners Suit

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In the case, MARIA ALEJANDRA CELIMEN SAVINO, JULIO CESAR MEDEIROS NEVES, and all those similarly situated, Petitioners, v. STEVEN J. SOUZA, Superintendent of Bristol County House of Corrections in his official capacity, Respondent, Civil Action No. 20-10617-WGY (D. Mass.), Judge William G. Young of the U.S. District Court for the District of Massachusetts granted a motion for class

certification.

The named Petitioners are two of approximately 148 individuals detained by Immigration and Customs Enforcement ("ICE") on civil immigration charges and held at the Bristol County House of Corrections ("BCHOC") in North Dartmouth, Massachusetts. The Detainees are held in two on-site facilities: 92 are in a separate ICE facility called the C. Carlos Carreiro Immigration Detention Center, and the rest are housed in a portion of the BHCOC called "Unit B" together with non-immigration pre-trial detainees.

Since February, the Respondent ("the government") asserts, the medical team and administration of BCHOC have instituted strict protocols to keep inmates, detainees and staff safe and take all prudent measures to prevent exposure to the COVID-19 infection. Entrance into the facilities by outsiders is now generally prohibited; attorneys, clergy, and staff are medically screened prior to entrance by questions relating to COVID-19 symptoms and by body temperature assessment. Inmates and detainees who are over 60-years-old or are immuno-compromised are being specially monitored.

The Detainees assert that they find it impossible to maintain the recommended distance of 6 feet from others and they must also share or touch objects used by others. They have provided affidavits

from two physicians who have recently visited Detainees on site. Dr. Nathan Praschan of Massachusetts General Hospital states that the best-known methods of preventing infectious spread, such as social distancing, frequent hand washing, and sanitation of surfaces are unavailable to the Detainees, who sleep, eat, and recreate in extremely close quarters and do not have access to basic hygienic supplies. Dr. Matthew Gartland of Brigham and Women's Hospital avers that based on his own experience visiting Bristol County House of Corrections, he does not believe that the Detainees, can be adequately protected from the virus that causes COVID-19. This is based on a lack of private sinks or showers and inadequate hand soap supplies, and hand sanitizers, as well as inadequate allowance for social distancing, screening for symptoms and exposure to the virus, testing of individuals with symptoms, and appropriate quarantine and isolation facilities.

The Detainees filed a habeas petition as a putative class action in the Court on March 27, 2020. The petition asserts two claims: (1) violation of due process as a result of confinement in conditions that include the imminent risk of contracting COVID-19; and (2) violation of section 504 of the Rehabilitation Act for failure to provide reasonable accommodations, in the form of protection against COVID-19, to the Detainees with medical conditions.

On the same day, the Detainees filed a motion for a temporary

restraining order ("TRO"), and a motion for class certification. As these motions refer only to the due process claim, the Detainees do not seek a TRO or class certification for their claim under the Rehabilitation Act. The Government has opposed both motions.

The Court held an initial hearing on March 30, 2020, converting the motion for a TRO into a motion for a preliminary injunction. At the next hearing, on April 2, 2020, the Court provisionally certified five subclasses and took the other matters under advisement. The following day, the Court held another hearing at which it was informed that the Government voluntarily agreed to release six members of the first subclass. The Court deemed the case moot as to those individuals, ordered release on bail under certain conditions for three other members of the subclass, and either denied bail without prejudice or continued the matter for the rest of the subclass. It notified the parties that it would consider bail for fifty additional detainees, and later set a schedule for considering those 50 individual bail applications at a rate of ten per day beginning on April 7, 2020. It has since ordered bail for several more Detainees.

Judge Young tackles three issues. First, he rejects the government's argument that the Detainees lack Article III standing because their risk of injury is too speculative. Next, he certifies a general class of Detainees for their due process claim

of deliberate indifference to a substantial risk of serious harm. Though there are indeed pertinent and meaningful distinctions among the various Detainees, there is a common question of unconstitutional overcrowding that binds the class together. Nor, contrary to the government's assertion, is there a statutory bar to class certification in the case. Finally, the Judge explains his rulings and authority in ordering bail for certain Detainees.

In this moment of worldwide peril from a highly contagious pathogen, the Government cannot credibly argue that the Detainees face no "substantial risk" of harm (if not "certainly impending") from being confined in close quarters in defiance of the sound medical advice that all other segments of society now scrupulously observe. This risk of injury is traceable to the Government's act of confining the Detainees in close quarters and would of course be redressable by a judicial order of release or other ameliorative relief. Accordingly, Judge Young rules that the Detainees easily meet Article III's standing requirements.

The Detainees moved to certify the following proposed class: All civil immigration detainees who are now or will be held by Respondents-Defendants at the Bristol County House of Corrections ("BCHOC") and the C. Carlos Carreiro Immigration Detention Center in North Dartmouth, Massachusetts. At the hearing on April 2, 2020, the Court declined to certify the class as proposed but

provisionally certified five subclasses. The Jduge does not now revisit that provisional ruling. Yet he does now certifies the general class as proposed by the Detainees, albeit excluding those not yet in custody.

The requirements of Rule 23 are met and the Judge certifies the general class as proposed by the Detainees, with one caveat: He declines to include those who "will be held," but are not yet in custody. Although the government has not declared that it will not admit more detainees to BCHOC during the health crisis, it has agreed to notify the Court before doing so. Judge Young sees no need to include possible future detainees in the class. Moreover, since the situation is rapidly evolving and future detainees may well be subject to different confinement conditions than those now obtaining, it may be that the named representative cannot "fairly and adequately protect the interests" of those future detainees.

Finally, Judge Young follows the light of reason and the expert advice of the CDC in aiming to reduce the population in the detention facilities so that all those who remain (including staff) may be better protected. In this respect, the Supreme Judicial Court of Massachusetts has articulated sound principles: The situation is urgent and unprecedented, and a reduction in the number of people who are held in custody is necessary, but the process of reduction requires individualized determinations, on an

expedited basis, and, in order to achieve the fastest possible reduction, should focus first on those who are detained pretrial who have not been charged with committing violent crimes. The Judge will proceed in a similar fashion in diligently entertaining bail applications while the petitions for habeas corpus are pending.

Based on the foregoing, Judge Young allowed the motion for class certification. He now certified the following class: All civil immigration detainees who are now held by Respondents-Defendants at the Bristol County House of Corrections and the C. Carlos Carreiro Immigration Detention Center in North Dartmouth, Massachusetts. The named Petitioners in the action, Maria Alejandra Celimen Savino and Julio Cesar Medeiros Neves, are appointed the class representatives.

A full-text copy of the Court's April 8, 2020 Memorandum & Order is available at https://is.gd/cy3Ygj from Leagle.com.

BRITISH AIRWAYS: Pena Appeals Order & Judgment to Second Circuit

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Plaintiff Ralph Pena filed an appeal from the District Court's Memorandum of Decision and Order dated March 30, 2020, and Judgment dated April 7, 2020, entered in the lawsuit styled Pena v. British Airways, PLC (UK), Case No. 18-cv-6278, in the U.S. District Court

for the Eastern District of New York (Brooklyn).

As previously reported in the Class Action Reporter, the lawsuit arises from the Defendants' failure to exercise reasonable care in securing and safeguarding its account holders' Private Information, specifically their names, billing addresses, email addresses, and credit card information, including credit card numbers, expiry dates and CVV codes.

The appellate case is captioned as Pena v. British Airways, PLC (UK), Case No. 20-1426, in the United States Court of Appeals for the Second Circuit.[BN]

Plaintiff-Appellant Ralph Pena, individually and on behalf of all others similarly situated, is represented by:

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- and -

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BUCHER & CHRISTIAN: Underpays Hourly Workers, Westerman Claims

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MARK WESTERMAN, individually and for others similarly situated, Plaintiff v. BUCHER & CHRISTIAN CONSULTING, INC. d/b/a BCFORWARD, Defendant, Case No. 1:20-cv-01224-RLY-DLP (S.D. Ind., April 22, 2020) is a collective action complaint brought against Defendant for its alleged unlawful "straight time for overtime" payment policy in violation of the Fair Labor Standards Act.

Plaintiff was employed by Defendant as a Senior Project Manager from June 2016 until December 2018 at Defendant's Eli Lilly and Company and OneAmerica in Indianapolis, Indiana.

According to the complaint, Plaintiff and the Putative Class Members were employed as hourly employees and were not paid a guaranteed salary. Also, they regularly worked more than 40 hours in a week, but they were paid the same hourly rate for all hours worked, including those hours in excess of 40 hours in a single workweek.

Plaintiff and the Putative Class Members claim that Defendant failed to pay them overtime for all hours they worked in excess of 40 hours in a single workweek.

Bucher & Christian Consulting, Inc. d/b/a BCForward is a global IT consulting and workforce fulfillment firm that provides services and resourcing for leading businesses and government organization. [BN]

The Plaintiff is represented by:

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BUSINESS FUNDING: Previlon Sues over Failure to Pay Overtime

The case, ROBERTO PREVILON, and all others similarly situated pursuant to 29 U.S.C. Section 216(b), Plaintiff v. BUSINESS FUNDING NEW YORK, INC., a New York corporation, Defendant, Case No. 9:20-cv-80668-XXXX (S.D. Fla., April 21, 2020) arises from Defendant's alleged willful and intentional violation of the Fair Labor Standards Act.

Plaintiff has begun working with Defendant on or about January 6, 2020 through March 10, 2020.

According to the complaint, Plaintiff worked 9 hours per day on Monday through Thursday and 8 hours on Friday, for a total of 44 hours worked per week. Defendant agreed to pay on the basis of a commission equal to 3% of sales made by Plaintiff and Plaintiff was paid $60 in total during the course of his work for Defendant.

The complaint asserts that Defendant failed to pay Plaintiff and

other employees a full and proper overtime for work performed in excess of 40 hours throughout his employment, and failed to investigate proper payroll practices.

Business Funding New York, Inc. sells business loans, short term loans, business factors, lines of credit, and similar financial products. [BN]

The Plaintiff is represented by:

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CAL-MAINE FOODS: Kraft Foods Global Antitrust Suit Ongoing

Cal-Maine Foods said in its Form 10-Q Report filed with the Securities and Exchange Commission for the quarterly period ended February 29, 2020, that the company continues to defend itself in a class action suit entitled, Kraft Foods Global, Inc. et al v.

United Egg Producers, Inc. et al, No. 1:11-cv-08808 (DP).

On September 25, 2008, the Company was named as one of several defendants in numerous antitrust cases involving the United States shell egg industry.

The cases were consolidated into In re: Processed Egg Products Antitrust Litigation, No. 2:08-md-02002-GP, in the United States District Court for the Eastern District of Pennsylvania, in three groups of cases - the "Direct Purchaser Putative Class Action", the "Indirect Purchaser Putative Class Action" and the "Non-Class Cases."

The Company settled all of the Direct Purchaser Putative Class Action cases and the Indirect Purchaser Putative Class Action cases, and all Non-Class cases except for the claims of certain plaintiffs who sought substantial damages allegedly arising from the purchase of egg products (as opposed to shell eggs).

In addition, as previously reported, on October 24, 2019, the Company entered into a confidential settlement agreement with The Kellogg Company dismissing all claims against the Company for an amount that does not have a material impact on the Company's financial condition or results of operations.

On November 11, 2019, a stipulation for dismissal was filed with the court, but the court has not yet entered a judgment on the filing.

The remaining plaintiffs are Kraft Food Global, Inc., General Mills, Inc., and Nestle USA, Inc. ("Egg Products Plaintiffs"). The Egg Products Plaintiffs seek treble damages and injunctive relief under the Sherman Act and are attacking certain features of the UEP animal-welfare guidelines and program used by the Company and many other egg producers.

On July 2, 2019 the Egg Products Plaintiffs filed a motion to remand, and on September 13, 2019 the case was remanded to the United States District Court for the Northern District of Illinois, Kraft Foods Global, Inc. et al v. United Egg Producers, Inc. et al, No. 1:11-cv-08808 (DP), where it was initially filed, for trial.

The Illinois court has not issued a case management order or any other directive.

The Company intends to continue to defend the remaining case as vigorously as possible based on defenses which the Company believes are meritorious and provable.

Cal-Maine said, "While management believes that the likelihood of a

material adverse outcome in the overall egg antitrust litigation has been significantly reduced as a result of the settlements and rulings described above, there is still a reasonable possibility of a material adverse outcome in the remaining egg antitrust litigation. At the present time, however, it is not possible to estimate the amount of monetary exposure, if any, to the Company because of this remaining case. Adjustments, if any, which might result from the resolution of these remaining legal matters, have not been reflected in the financial statements."

No further updates were provided in the Company's SEC report.

Cal-Maine Foods, Inc., incorporated on September 10, 1969, is a producer and marketer of shell eggs in the United States. The Company operates through the segment of production, grading, packaging, marketing and distribution of shell eggs. The Company offers shell eggs, including specialty and non-specialty eggs. The company was founded in 1957 and is based in Jackson, Mississippi.

CALIFORNIA: Fitzgerald Files Civil Rights Suit

A class action lawsuit has been filed against Does 1 through 10, Lieutenant C. Moore, Officer Jackson, Officer Little, Marcus Pollard, Sergeant H. Cruz . The case is styled as Rhonda R.

Fitzgerald, an individual, and on behalf of all persons similarly situated, Plaintiff v. Marcus Pollard, an individual, Lieutenant C. Moore, an individual, Sergeant H. Cruz, an individual, Officer Jackson, an individual, Officer Little, an individual and Does 1 through 10, inclusive, Defendants, Case No. 3:20-cv-00848-JM-NLS (S.D. Cal., May 5, 2020).

The docket of the case states the nature of suit as Civil Rights: Other filed pursuant to the Bivens Non-Prisoner.

The Defendants are government representative doing governmental duties.[BN]

The Plaintiff is represented by:

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CHASE ISSUANCE: Class Settlement Wins Preliminary Approval

Chase Issuance Trust said in its Form 10-K report filed with the U.S. Securities and Exchange Commission on March 30, 2020, for the fiscal year ended December 31, 2019, that the District Court for the Eastern District of New York has granted preliminary approval of the amended settlement agreement in a class action lawsuit.

On June 22, 2005, merchants filed a putative class action complaint in the U.S. District Court for the District of Connecticut. The complaint alleged that VISA, Mastercard and certain member banks including Bank of America, JPMorgan Chase Bank, Capital One, Citibank and others, conspired to set the price of interchange in violation of Section 1 of the Sherman Act. The complaint further alleged tying/bundling and exclusive dealing.

Since the filing of the Connecticut complaint, other complaints were filed in different U.S. District Courts challenging the setting of interchange, as well as the associations' respective rules.

The Judicial Panel on Multidistrict Litigation consolidated the cases in the Eastern District of New York for pretrial proceedings. An amended consolidated complaint was filed on April 24, 2006 which added claims relating to off-line debit transactions. Defendants filed a motion to dismiss all claims that pre-date January 1, 2004. The District Court for the Eastern District of New York granted

that motion and those claims were dismissed.

Plaintiffs filed a first supplemental complaint in May 2006 alleging that the Mastercard offering violated Section 7 of the Clayton Act and Section 1 of the Sherman Act and that the offering was a fraudulent conveyance.

In January 2009, the plaintiffs filed and served a Second Amended Consolidated Class Action Complaint against all defendants and an amended supplemental complaint challenging the Mastercard initial public offering ("IPO") making antitrust claims similar to those that were dismissed previously.

With respect to the Visa IPO, the plaintiffs filed a supplemental complaint challenging the Visa IPO on antitrust theories parallel to those articulated in the Mastercard IPO pleading.

On March 31, 2009, defendants filed a motion to dismiss the Second Amended Consolidated Class Action Complaint. Separate motions to dismiss each of the supplemental complaints challenging the Mastercard and Visa IPOs were also filed. Plaintiffs and defendants also fully briefed and argued their motions for summary judgment. None of these motions have been decided.

In October 2012, Visa, Inc., its wholly owned subsidiaries Visa

U.S.A. Inc. and Visa International Service Association, Mastercard Incorporated, Mastercard International Incorporated and various United States financial institution defendants, including JPMorgan Chase Bank and several of its affiliates and certain predecessor institutions, entered into a settlement agreement (the "Settlement Agreement") to resolve the United States merchant and retail industry association plaintiffs' (the "Class Plaintiffs") claims in the multi-district litigation.

On November 27, 2012, the District Court for the Eastern District of New York entered an order preliminarily approving the Settlement Agreement, which provided, among other things, for a $6.05 billion cash payment to the Class Plaintiffs and an amount equal to ten basis points of interchange for a period of eight months to be measured from a date within sixty days of the end of the opt-out period.

The Settlement Agreement also provided for modifications to each of the network's no-surcharge rules, which were effective as of January 27, 2013.

On April 11, 2013, Class Plaintiffs moved for final approval of the settlement. On September 12, 2013, the District Court for the Eastern District of New York held the final approval hearing.

On January 14, 2014, the District Court for the Eastern District of New York rendered its final order and judgment approving the settlement.

A number of entities including retailers and objecting trade associations appealed to the U.S. Court of Appeals for the Second Circuit, which, in June 2016, vacated the District Court for the Eastern District of New York's certification of the class action and reversed the approval of the class settlement.

In March 2017, the U.S. Supreme Court declined petitions seeking review of the decision of the U.S. Court of Appeals for the Second Circuit. The case has been remanded to the District Court for the Eastern District of New York for further proceedings consistent with the appellate decision.

The District Court for the Eastern District of New York has since appointed separate counsel for Class Plaintiffs and divided the class action into two separate actions, with one seeking damages and one seeking injunctive relief. Class Plaintiffs, as well as other merchants, recently filed motions seeking to amend their complaints, which motions the defendants opposed.

In September 2018, the parties to the class action seeking monetary relief finalized an agreement which amends and supersedes the prior

settlement agreement. Pursuant to this settlement, the defendants have collectively contributed an additional $900 million to the approximately $5.3 billion previously held in escrow from the original settlement.

On January 24, 2019, the District Court for the Eastern District of New York granted preliminary approval of the amended settlement agreement, and formal notice of the class settlement is proceeding in accordance with the District Court's order. The class action seeking primarily injunctive relief continues separately.

Chase Issuance Trust operates as a special purpose entity. The Company was formed for the purpose of issuing debt securities to repay existing credit facilities, refinance indebtedness, and for acquisition purposes.

CHASE ISSUANCE: Petersen Suit v. Chase Card Funding Ongoing

Chase Issuance Trust said in its Form 10-K report filed with the U.S. Securities and Exchange Commission for the fiscal year ended December 31, 2019, that Chase Card Funding, LLC continues to defend a putative class action suit entitled, Petersen et al. v. Chase Card Funding, LLC et al., No. 1:19-cv-00741.

In June 2019, a lawsuit (Petersen et al. v. Chase Card Funding, LLC et al., No. 1:19-cv-00741 (W.D.N.Y. June 6, 2019)) was filed against Chase Card Funding and the Issuing Entity.

The putative class action was brought by several New York residents with credit card accounts originated by JPMorgan Chase Bank (which is not named as a defendant), who allege that JPMorgan Chase Bank securitized their credit card receivables in the Issuing Entity.

The complaint contends that the defendants are required to comply with New York state's usury law under the United States Court of Appeals for the Second Circuit decision in Madden v. Midland Funding, LLC, 786 F.3d 246 (2d Cir. 2015), cert. denied, 136 S. Ct. 2505 (June 27, 2016) because they are non-bank entities that are not entitled to the benefits of federal preemption.

The defendants filed a motion to dismiss the complaint in August 2019 and in January 2020, the magistrate judge designated to act on behalf of the district judge in the Petersen litigation issued a report and recommendation that the defendants' motion be granted.

In February 2020, the plaintiff filed an objection to the magistrate judge's report and recommendation. In March 2020, the defendants filed a response to the plaintiff's objections and the plaintiff filed a reply thereto.

Chase Issuance said, "The Petersen litigation is in its early stages. Chase Card Funding believes that the claims are without merit. However, despite the report and recommendation in favor of the defendants' motion to dismiss, there can be no assurances as to the outcome of the litigation and if decided adversely, investors may suffer a delay in payment or loss on their notes.

Chase Issuance Trust operates as a special purpose entity. The Company was formed for the purpose of issuing debt securities to repay existing credit facilities, refinance indebtedness, and for acquisition purposes.

CHASE ISSUANCE: Suits Over JPMorgan Credit Card Policies Ongoing

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Chase Issuance Trust said in its Form 10-K report filed with the U.S. Securities and Exchange Commission for the fiscal year ended December 31, 2019, that JPMorgan Chase Bank continues to defend lawsuits that have been conditionally certified as class actions, in relation to JPMorgan's credit card policies and practices.

The assets of the Chase Issuance Trust include a collateral certificate, Series 2002-CC (the "First USA Collateral Certificate"), representing an undivided interest in the assets of

the First USA Credit Card Master Trust (the "First USA Master Trust"), whose assets include credit card receivables arising in consumer revolving credit card accounts owned by Chase Bank USA, National Association ("Chase USA").

A number of lawsuits seeking class action certification have been filed in both state and federal courts against JPMorgan Chase Bank. These lawsuits challenge certain policies and practices of JPMorgan Chase Bank's credit card business.

A few of these lawsuits have been conditionally certified as class actions.

JPMorgan Chase Bank has defended itself against claims in the past and intends to continue to do so in the future.

Chase Issuance said, "While it is impossible to predict the outcome of any of these lawsuits, JPMorgan Chase Bank believes that any liability that might result from any of these lawsuits will not have a material adverse effect on the credit card receivables."

No further updates were provided in the Company's SEC report.

Chase Issuance Trust operates as a special purpose entity. The Company was formed for the purpose of issuing debt securities to

repay existing credit facilities, refinance indebtedness, and for acquisition purposes.

CINCINNATI INSURANCE: Refused to Pay Insureds Over COVID Losses

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The case GRAND STREET DINING, LLC, GSD LENEXA, LLC, and TREZOMARE OPERATING COMPANY, LLC, each individually and on behalf of all others similarly situated, Plaintiffs, v. THE CINCINNATI INSURANCE COMPANY, Defendant, Case No. 4:20-cv-00330-HFS (W.D. Mo., April 23, 2020) arises out of the Defendant's failure to provide insurance coverage for the losses sustained and expenses incurred by Plaintiffs because of the ongoing Coronavirus (COVID-19) pandemic.

The Plaintiffs purchased insurance coverage from The Cincinnati Insurance Company, including property coverage, as set forth in The Cincinnati Insurance Company's Building and Personal Property Coverage Form and Business Income (and Extra Expense) Coverage Form, to protect their businesses in the event that they suddenly had to suspend operations for reasons outside of their control, or in order to prevent further property damage.

The Defendant's coverage forms do not include, and are not subject to, any exclusion for losses caused by viruses or communicable diseases unlike some policies that provide Business Income

coverage.

The Plaintiffs were forced to suspend or reduce business at their restaurants due to COVID-19 and the ensuing orders issued by civil authorities in Missouri and Kansas mandating the suspension of business for on-site services, as well as in order to take necessary steps to prevent further damage and minimize the suspension of business and continue operations.

According to the complaint, the Defendant has, on a widescale and uniform basis, refused to pay its insureds under its Business Income, Extra Expense, Civil Authority, and Sue and Labor coverages for losses suffered due to COVID-19, any executive orders by civil authorities that have required the necessary suspension of business, and any efforts to prevent further property damage or to minimize the suspension of business and continue operations. In particular, The Cincinnati Insurance Company has denied claims submitted by Plaintiffs under their policies.

Plaintiffs have owned and operated full-service fine dining restaurants in the Kansas City metropolitan area.

The Cincinnati Insurance Company is an insurance company writing insurance policies and doing business in the State of Missouri.[BN]

The Plaintiffs are represented by:

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COLUMBIA REHABILITATION: Darty BIPA Suit Removed to N.D. Illinois

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The class action lawsuit captioned as GINGER DARTY, on behalf of herself and all other persons similarly situated known and unknown v. COLUMBIA REHABILITATION AND NURSING CENTER, LLC d/b/a INTEGRITY HEALTHCARE OF COLUMBIA, Case No. 2020-CH-03580 (Filed March 26, 2020), was removed from the Illinois Circuit Court, Cook County, to the U.S. District Court for the Northern District of Illinois on April 29, 2020.

The Northern District of Illinois Court Clerk assigned Case No. 1:20-cv-02607 to the proceeding.

The complaint alleges that the Defendant used a timekeeping system that required the Plaintiff and others to scan their hands each time they started and finished work. As a result, the Plaintiff alleges that the Defendant "collected, stored, used, and transferred [Plaintiff's and a putative Class's] unique biometric hand geometry scan identifiers, or information derived from those identifiers," without following the requirements of the Illinois Biometric Information Privacy Act.

Columbia Rehabilitation and Healthcare Center is a skilled nursing facility located in the downtown area of Columbia.[BN]

The Plaintiff is represented by:

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COLUMBIA UNIVERSITY, NY: Bennett et al Seek Tuition Fee Refund

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The case, EMMALINE BENNETT and ALASDAIR TREMLETT, individually and on behalf of all others similarly situated, Plaintiffs v. COLUMBIA UNIVERSITY, Defendant, Case No. 1:20-cv-03227 (S.D.N.Y., April 23, 2020) arises from Defendant's alleged breach of contract and unjust enrichment.

Plaintiffs are enrolled as full-time students at Columbia University for the Spring 2020 academic semester and have paid tuition as per requirement.

Plaintiffs claim that they enrolled at Defendant's institution to earn a degree that included the service of taking courses at the campus with live teacher interaction. However, classes were suspended, the remainder of the semester would be conducted online, and Commencement exercises that were previously scheduled have been cancelled.

Moreover, Plaintiffs contend that the tuition and fees they have paid for in-person instruction at Defendant's institution are higher than tuition fees for online institutions, and the value of any degree issued on the basis of online or pass/fail classes will be diminished for the rest of their life. Thus, they demand a refund, but Defendant failed to refund any portion of Plaintiffs' and the Putative Class members' Spring 2020 tuition payment.

The complaint asserts that Plaintiffs and the putative Class members have suffered damage as a direct and proximate result of Defendant's breach by depriving them of the experience and services to which they were promised and they have already paid.

Columbia University is a private Ivy League research university in New York City. [BN]

The Plaintiffs are represented by:

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COMMAND INT'L: Mosquera Sues over Unsolicited Telephone Ads

CHRISTIAN MOSQUERA, individually and on behalf of all others similarly situated, Plaintiff v. COMMAND INTERNATIONAL SECURITY, INC., NAFEES MEMON, and DOES 1 through 10, inclusive, Defendants, Case No. 2:20-cv-03638 (C.D. Cal., April 20, 2020) is a class action complaint brought against Defendants for their alleged negligent and willful violations of the Telephone Consumer Protection Act.

According to the complaint, Plaintiff received a call twice on his telephone number ending in -4024 beginning on or about July 15, 2018 and on or about December 17, 2018 from Defendants telephone numbers (818)827-3391 in an attempt to sell or solicit its

services.

Plaintiff affirms that he is not a customer of Defendants, and has never provided any personal information to Defendants and "prior express consent" to receive calls from Defendants using a telephone facsimile machine.

Because Defendant illegally contacted Plaintiff and Class members, they were harmed by causing them to incur certain charges or reduced telephone time for which they had previously paid, and by invading their privacy.

Plaintiff and Class members seek statutory damages, treble damages, and injunctive relief prohibiting such conduct in the future.

Nafees Memon is the owner, CEO, Secretary, CFO, and Director of CIS.

Command International Security, Inc. is a marketer and provider of security services. [BN]

The Plaintiff is represented by:

Todd M. Friedman, Esq.

Adrian R. Bacon, Esq.

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CONSOLIDATED TRAVEL: Bakov Slams Unsolicited Telemarketing Calls

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Angel Bakov and Kinaya Hewlett, on behalf of themselves and all others similarly situated, Plaintiff, v. Consolidated Travel Holdings Group, Inc., James H. Verrillo, Daniel E. Lambert, Jennifer Poole and Donna Higgins, Defendants, Case No. 20-cv-02459 (N.D. Ill., April 22, 2020), seeks actual monetary loss or the sum of five hundred dollars for each violation of the Telephone Consumer Protection Act of 1991, as amended by the Junk Fax Prevention Act of 2005, treble damages, pre-judgment interest, costs and such further relief.

Consolidated Holdings wholly owns non-party Consolidated World Travel, Inc. and Caribbean Cruise Line, Inc. They authorized Virtual Voice Technologies to make auto-dialed calls to millions of people around the U.S. offering a "free cruise." Plaintiffs claim

that they have received such calls. [BN]

The Plaintiff is represented by:

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CORECIVIC OF TENNESSEE: Certification of FLSA Collective Sought

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In the class action lawsuit styled as GREGORY SCOTT GALATIAN, on behalf of himself and others similarly situated v. CORECIVIC OF TENNESSEE, LLC, Case No. 5:20-cv-00229-SLP (W.D. Okla.), the Plaintiff asks the Court for an order:

1. conditionally certifying the case as a FLSA collective

action on behalf of:

"all current and former full-time correctional officers employed by Defendant at any of its locations in Oklahoma from March 12, 2017 to the present";

2. directing that notice be sent by United States mail and email to all present and former correctional officers of the Defendant, who at any time during since March 12, 2017, worked 40 or more hours in a workweek;

3. directing the Parties to jointly submit within 14 days a proposed Notice informing such present and former employees of the pendency of this collective action and permitting them to opt into the case by signing and submitting an Opt-In and Consent Form;

4. directing the Defendant to provide within 14 days a Roster of such present and former employees that includes their full names, their dates of employment, and their last known home addresses and personal email addresses, and their last telephone numbers;

5. directing that the Notice, in the form approved by the Court, be sent to such present and former employees within

30 days using the home and email addresses listed in the Roster;

6. directing the Defendant to provide a Declaration that the produced Roster fully complies with the Court's Order;

7. providing that duplicate copies of the Notice may be sent in the event new, updated, or corrected mailing addresses or email addresses are found for one or more of such present or former employees; and

8. permitting Counsel for the Plaintiff to contact via telephone any putative class member whose notice is returned as undeliverable.

CoreCivic facilities support management and consulting services. The company offers academic educations, addiction treatments, training, visitation, health care, reentry program, and nutrition services.[CC]

The Plaintiff is represented by:

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CORT BUSINESS: Nelson Suit Removed From Super. Ct. to C.D. Calif.

The class action lawsuit captioned as HENRY NELSON, individually and on behalf of all others similarly situated v. CORT BUSINESS SERVICES CORPORATION; and DOES 1 through 20, inclusive, Case No. 20STCV12143 (Filed March 26, 2020), was removed from the Superior Court of the State of California for the County of Los Angeles to

the U.S. District Court for the Central District of California on April 29, 2020.

The Central District of California Court Clerk assigned Case No. 5:20-cv-00920 to the proceeding.

The Plaintiff alleges in the operative complaint class-wide claims for the Defendants' failure to pay all straight time wages; failure to pay overtime; and failure to provide meal periods and rest periods in violation of the California Labor Code.

The Cort Business offers a variety of services from home and office furniture rental and clearance furniture to relocation and destination services.[BN]

Defendant Cort Business is represented by:

Courtney L. Baird, Esq.
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- and -

Joseph A. Ciucci, Esq.

Adam C. Keating, Esq.

Christopher D. Kanne, Esq.

DUANE MORRIS LLP

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CREATIVE HAIRDRESSERS: Miller & Mirabile Seek Unpaid Wages

ANGELA MILLER and MADELYN MIRABILE, individually and on behalf of others similarly situated, Plaintiffs v. CREATIVE HAIRDRESSERS, INC., RATNER COMPANIES, L.C. and DENNIS RATNER, individually, Defendants, Case No. 8:20-cv-00912-CEH-TGW (M.D. Fla., April 20, 2020) is a collective action complaint brought against Defendants for their alleged violation of the Fair Labor Standards Act.

According to the complaint, Plaintiffs and the putative class

members are current, former, and future hourly, non-exempt employees of Defendants who worked for Defendants during the past 3 years, and have earned wages over the course of their employment, which remain unpaid by Defendants.

Allegedly, Defendants failed to pay employees, including Plaintiffs, their earned wages for the pay period of April 7, 2020.

Plaintiffs seek payment of earned minimum wages, liquidated damages, prejudgment interest, reasonable attorneys' fees and costs incurred in the prosecution.

Dennis Ratner is the CEO of Creative and Ratner, exercised day-to-day control of operations and was involved in the supervision and payment of employees.

Ratner Companies, L.C. is a family-owned salon company in the country with over 700 salons in 16 states and the District of Columbia.

Creative Hairdressers, Inc. provides beauty services and offers haircuts, shampoos, perms, styling services, facial wax, and various hair products. [BN]

The Plaintiffs are represented by:

Wolfgang M. Florin, Esq.

Christopher D. Gray, Esq.

FLOREN GRAY BOUZAS OWENS, LLC

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Lutz, FL 33558

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CRONOS GROUP: Faces 2 Putative Class Suits in EDNY

Cronos Group Inc. said in its Form 10-K/A report filed with the U.S. Securities and Exchange Commission for the fiscal year ended December 31, 2019, that the company is facing two putative class action suits in the U.S. District Court for the Eastern District of New York.

On March 11 and 12, 2020, two alleged shareholders of the Company separately filed two putative class action complaints in the U.S. District Court for the Eastern District of New York against the Company and its Chief Executive Officer and Chief Financial Officer

alleging violations of Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder against all defendants, and Section 20(a) of the Exchange Act against the individual defendants.

The complaints generally allege that certain of the Company's prior public statements about revenues and internal controls were incorrect based on the Company's March 2, 2020, disclosure that the Audit Committee of its Board of Directors was conducting a review of the appropriateness of revenue recognized in connection with certain bulk resin purchases and sales of products through the wholesale channel.

The complaints do not quantify a damage request.

Defendants have not yet responded to the complaints.

Cronos Group Inc. operates as a diversified and vertically integrated cannabis company. The Company offers production and distribution platforms of medical marijuana, as well as cultivates cannabis oil. Cronos Group serves customers in Canada.

CV SCIENCES: Bid to Dismiss Nevada Consolidated Class Suit Denied

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CV Sciences, Inc. said in its Form 10-K report filed with the U.S.

Securities and Exchange Commission for the fiscal year ended December 31, 2019, that the motion to dismiss filed in the consolidated class action suit pending before the Nevada District Court, has been denied.

On August 24, 2018, David Smith filed a purported class action complaint in Nevada District Court (the "Smith Complaint") alleging certain misstatements in the Company's public filings that led to stock price fluctuations and financial harm.

Several additional individuals filed similar claims, and the Smith suit and each of the other suits all arise out of a report published by Citron Research on Twitter on August 20, 2018, suggesting that the Company misled investors by failing to disclose that the Company's efforts to secure patent protection had been "finally rejected" by the United States Patent and Trademark Office (USPTO).

On November 15, 2018, the Court consolidated the actions and appointed Richard Ina, Trustee for the Ina Family Trust, as Lead Plaintiff for the consolidated actions. On January 4, 2019, Counsel for Lead Plaintiff Richard Ina, Trustee for the Ina Family Trust, filed a "consolidated amended complaint".

On March 5, 2019, the company filed a motion to dismiss the action.

The Court denied the motion to dismiss on December 10, 2019, and the parties have recently commenced discovery in the action.

Management intends to vigorously defend the allegations.

CV Sciences, Inc. operates as a life science company. It operates through two segments, Consumer Products and Specialty Pharmaceuticals. The company was formerly known as CannaVest Corp. and changed its name to CV Sciences, Inc. in January 2016. CV Sciences, Inc. was founded in 2010 and is based in Las Vegas, Nevada.

CV SCIENCES: Bid to Nix Colette Amended Class Complaint Pending

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CV Sciences, Inc. said in its Form 10-K report filed with the U.S. Securities and Exchange Commission for the fiscal year ended December 31, 2019, that the company is seeking dismissal of the amended complaint in the class action suit initiated by Michelene Colette.

On December 3, 2019, Michelene Colette filed a purported class action complaint in the Central District of California, alleging the labeling on the Company's products violated the Food, Drug, and Cosmetic Act of 1938 (the "Colette Complaint").

On February 6, 2020, the Company filed a motion to dismiss the Colette Complaint. Instead of opposing the company's motion, plaintiffs elected to file an amended complaint on February 25, 2020.

On March 11, 2020, the company filed a motion to dismiss the amended complaint.

Management intends to vigorously defend the allegations.

CV Sciences, Inc. operates as a life science company. It operates through two segments, Consumer Products and Specialty Pharmaceuticals. The company was formerly known as CannaVest Corp. and changed its name to CV Sciences, Inc. in January 2016. CV Sciences, Inc. was founded in 2010 and is based in Las Vegas, Nevada.

DELTA AIR LINES: Dusko Wants Refund, Not Credits for Future Travel

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ANGELA DUSKO, on behalf of herself and all others similarly situated, Plaintiff, v. DELTA AIR LINES, INC., Defendant, Case No. 1:20-cv-01725-ELR (N.D. Ga., April 22, 2020) alleges that the Defendant breached its contracts with thousands of paying air

passengers by offering credits for future travel on the airline instead of providing refunds for flights canceled by the airline in light of COVID-19.

On March 18, 2020, Delta CEO Ed Bastian wrote an update to crewmembers and the public regarding steps the airline was taking in light of COVID-19. Mr. Bastian highlighted that because "demand for travel has dropped significantly," Delta was cutting scheduled flights by 70% "until demand starts to recover."

The Defendant needs to carefully plan flight routes and schedules to ensure that aircraft are available for scheduled departures from various airports within the airline's large network. Large scale cancellations, such as those made by Delta in light of declining demand related to COVID-19, must therefore be carefully planned well in advance of the scheduled flights.

Despite its self-imposed obligations to notify passengers of cancellations and other flight schedule changes within 30 minutes of becoming aware of such changes, Delta has been withholding cancellation notifications from customers for weeks after canceling the customers' flights. Delta is often waiting until a day or two before a canceled flight to notify customers that the airline has canceled the flight.

When Delta cancels a flight, its uniform contracts with its passengers require the airline to either (1) rebook passengers on the next available flight to their destination; or (2) provide a full refund. The contract terms governing cancellations by the airline do not give Delta the option of providing customers with a "credit" for future travel on the airline instead of a refund.

Nevertheless, after canceling as many as 80% of its scheduled flights, the Defendant has offered many of its canceled passengers only two options: (1) rebook your flight to a route that the airline has not canceled, or (2) obtain travel credit.

Delta Air Lines, Inc. is one of the major airlines of the United States and a legacy carrier.[BN]

The Plaintiff is represented by:

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J. Cameron Tribble, Esq.

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– and –

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– and –

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– and –

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– and –

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DENTISTS INSURANCE: Germack Sues to Ensure Benefits Under Policy

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Mark Germack, DDS, individually and on behalf of all others similarly situated v. THE DENTISTS INSURANCE COMPANY, Case No. 2:20-cv-00661 (W.D. Wash., April 30, 2020), is brought against the Defendant to ensure that the Plaintiff and other similarly-situated policyholders receive the insurance benefits to which they are entitled and for which they paid.

Due to COVID-19 and a state-ordered mandated closure, the Plaintiff cannot provide dental services, according to the complaint. The Plaintiff intended to rely on its business insurance to keep its business as a going concern. TDIC issued one or more insurance policies to Plaintiff, including an "all risk" Businessowners Property Coverage and related endorsements, insuring the Plaintiff's property and business practice and other coverages at all relevant times.

TDIC Businessowners Property Coverage promises to pay the Plaintiff for risks of "all risk of direct physical loss" to covered property and includes coverage for risks of both "loss of or damage to" covered property. TDIC's Businessowners Property Coverage provides the Plaintiff with Business Income Coverage, Extra Expense Coverage, Extended Business Income Coverage and Civil Authority Coverage. The Plaintiff paid all premiums for the coverage when due.

According to the complaint, the Plaintiff's property sustained direct physical loss and/or damages related to COVID-19 and/or the proclamations and orders. The Plaintiff's property will continue to sustain direct physical loss or damage covered by the Sentinel policy or policies, including but not limited to business interruption, extra expense, interruption by civil authority, and other expenses.

The Plaintiff's property cannot be used for its intended purposes. As a result, the Plaintiff has experienced and will experience loss covered by the TDIC policy or policies. The Defendant has denied or will deny all similar claims for coverage, says the complaint.

The Plaintiff Germack owns and operates a dentistry practice located in Seattle, Washington.

The Defendant is an insurance carrier incorporated in California

and whose headquarters are located in Sacramento, California.[BN]

The Plaintiff is represented by:

Ian S. Birk, Esq.

Lynn L. Sarko, Esq.

Gretchen Freeman Cappio, Esq.

Irene M. Hecht, Esq.

Maureen Falecki, Esq.

Amy Williams Derry, Esq.

Nathan L. Nanfelt, Esq.

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DEVA CONCEPTS: Crawle Sues Over Hair Treatment Side Effects

Suzanne Crawle, individually and on behalf of all others similarly situated, Plaintiffs, v. Deva Concepts, LLC, Defendant, Case No. 20-cv-00840 (S.D. N.Y., April 21, 2020), seeks monetary, statutory and punitive damages, compensatory relief, preliminary and permanent injunctive and declaratory relief, costs and fees incurred in connection with this action, including attorneys' fees, expert witness fees and other costs and such other and further relief resulting from breach of express and implied warranty, unjust enrichment, negligence, and for violation of North Carolina's Unfair and Deceptive Trade Practices Act.

DevaCurl produces hair care products for consumers with curly,

super curly and wavy hair. Crawle complained of hair loss, hair damage, balding and scalp injury when using these products. [BN]

Plaintiff is represented by:

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DOWNTOWN CLEANERS: Duenez Seeks Proper Wage Pay for Laborers

CELICA DUENEZ, ON BEHALF OF HERSELF AND ALL OTHER PLAINTIFFS SIMILARLY SITUATED, KNOWN AND UNKNOWN, Plaintiff, v. DOWNTOWN CLEANERS, INC., AN ILLINOIS CORPORATION, SUNGKWON KIM, INDIVIDUALLY, AND STEPHANIE KIM, INDIVIDUALLY Defendants, Case No. 1:20-cv-02478 (N.D. Ill., April 22, 2020) is an action brought by the Plaintiff under the Fair Labor Standards Act, the Illinois Minimum Wage Law, and the Chicago Minimum Wage Ordinance of the Municipal Code of Chicago to recover unpaid back wages earned on or before the date three years prior to the filing of this complaint.

Plaintiff was employed as an associate/laborer. Plaintiff performed duties related to steaming, pressing and cleaning garments, operating certain machinery for the purpose of dry cleaning garments, operated the cash register and answered customer inquiries. Plaintiff also performed other related duties as assigned. Plaintiff also aided other laborer employees employed by Downtown Cleaners.

Downtown Cleaners, Inc. owns and operates a number of full-service dry-cleaning stores across the Chicago area in Illinois.[BN]

The Plaintiff is represented by:

John William Billhorn, Esq.

BILLHORN LAW FIRM

53 West Jackson Blvd., Suite 401

Chicago, IL 60604

Telephone: (312) 853-1450

DROPCAR INC: Slapped with $45,000 Judgment for Legal Fees

DropCar, Inc. said in its Form 10-K report filed with the U.S. Securities and Exchange Commission for the fiscal year ended December 31, 2019, that the company was a defendant in a class action lawsuit which resulted in a judgement entered into whereby the Company is required to pay legal fees in the amount of $45,000 to the plaintiff's counsel.

As of and for the year ended December 31, 2019, the Company recorded $45,000 as current liabilities held for sale and loss from operations of discontinued components.

DropCar, Inc. designs and develops software solutions. The Company provides vehicle assistance and logistics technology platform that automates pickup and delivery of customer vehicles for parking,

maintenance, and repairs. DropCar serves customers in the State of New York.

DYNAMIC RECOVERY: Faces Robinson Suit Alleging FDCPA Violation

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Elyse Robinson, individually and on behalf of all others similarly situated v. Dynamic Recovery Solutions, LLC, Cavalry SPV I, LLC and John Does 1-25, Case No. 1:20-cv-00598-UNA (D. Del., April 30, 2020), is brought against the Defendants for violations of the Fair Debt Collection Practices Act.

Some time prior to March 9, 2020, an obligation was allegedly incurred to creditor Synchrony Bank/AEO, Inc. Synchrony Bank/AEO, Inc. is a "creditor." The Defendant Cavalry SPV purchased the Synchrony Bank/AEO, Inc. debt and contracted with Defendant DRS to collect the alleged debt. On March 9, 2020, Defendant DRS sent the Plaintiff an initial collection letter regarding the alleged debt owed to Defendant Cavalry SPV.

According to the complaint, Defendant DRS' statement clearly implies that it could have sued but for the age of the debt. The Plaintiff contends that this is a false statement because Defendant DRS would never be able to sue on this debt due to the fact that DRS did not own the debt.

The Plaintiff incurred an informational injury from the deceptive and misleading Letter because the Letter implied that were it not for the age of the debt, the Defendant DRS could sue, when in fact, DRS did not own the debt and thus, could not sue at any point, says the complaint.

The Plaintiff is a resident of the State of Delaware.

Defendant DRS is a "debt collector."[BN]

The Plaintiff is represented by:

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Email: ag@garibianlaw.com

E.T. BROWNE: Stretch Marks Cream Ineffective, Booker Suit Says

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Chezaree Booker and Qwonjit Nelson, individually and on behalf of all others similarly situated, Plaintiff, v. E.T. Browne Drug Co., Inc., Defendant, Case No. 20-cv-03166 (S.D. N.Y., April 21, 2020),

seeks compensatory, statutory, and punitive damages, prejudgment interest on all amounts awarded, restitution and all other forms of equitable monetary relief, reasonable attorneys' fees and expenses and costs of suit resulting from unjust enrichment, breach of implied and express warranty, fraud and for violation of New York General Business Laws.

E.T. Browne Drug Co. makes Palmer's Massage Lotion for Stretch Marks, Massage Cream for Stretch Marks and Tummy Butter for Stretch Marks. Plaintiffs purchased these products and claim that said products have no effect on their stretch marks. [BN]

Plaintiff is represented by:

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Yitzchak Kopel, Esq.
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ykopel@bursor.com

ELECTROCORE INC: Dismissal of Consolidated NJ Suit Under Appeal

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electroCore, Inc. said in its Form 10-K report filed with the U.S. Securities and Exchange Commission for the fiscal year ended December 31, 2019, that the plaintiffs in the consolidated "Kuehl" and "Stone" action, proceeding under Docket No. SOM-L 000876-19 filed a notice of appeal with the New Jersey Superior Court - Appellate Division.

On July 8, 2019 and August 1, 2019, purported stockholders of the company served putative class action lawsuits in the Superior Court of New Jersey for Somerset County, captioned Paul Kuehl vs. electroCore, Inc., et al., Docket No. SOM-L 000876-19 and Shirley Stone vs. electroCore, Inc., et al., Docket No. SOM-L 001007-19, respectively.

In addition to the company, the defendants include present and past directors and officers, Evercore Group L.L.C., Cantor Fitzgerald & Co., JMP Securities LLC and BTIG, LLC, the underwriters for our IPO; and two of our stockholders.

On August 15, 2019, the Superior Court entered an order consolidating the Kuehl and Stone actions, which are proceeding under Docket No. SOM-L 000876-19. Each plaintiff was appointed a co-lead plaintiff.

The plaintiffs filed a consolidated amended complaint, which sought certification of a class of stockholders who purchased the company's common stock in its initial public offering (IPO) or whose purchases are traceable to that offering.

The consolidated amended complaint alleged that the defendants violated Sections 11, 12(a)(2) and 15 of the Securities Act with respect to the registration statement and related prospectus for the IPO.

The complaint sought unspecified compensatory damages, interest, costs and attorneys' fees.

On October 31, 2019, the company filed a motion to dismiss the complaint or in the alternative to stay the action in favor of the pending federal action.

On February 21, 2020 the court granted the defendants' motion to dismiss the consolidated amended complaint with prejudice. On March 2, 2020 the court entered an amended order dismissing the consolidated amended complaint with prejudice.

On March 27, 2020, the plaintiffs filed a notice of appeal with the N.J. Superior Court – Appellate Division.

electroCore, Inc., a bioelectronic medicine company, engages in developing a range of patient administered non-invasive vagus nerve (VNS) stimulation therapies for the treatment of various conditions in neurology, rheumatology, and other fields. The company was founded in 2005 and is headquartered in Basking Ridge, New Jersey.

ELECTROCORE INC: Priewe Class Action Voluntarily Dismissed

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electroCore, Inc. said in its Form 10-K report filed with the U.S. Securities and Exchange Commission for the fiscal year ended December 31, 2019, that the class action suit entitled, Priewe vs. electroCore, Inc., et al., Case 1:19-cv-19653, has been voluntarily dismissed.

On September 26, 2019 and October 31, 2019, purported stockholders of the company served putative class action lawsuits in the United States District Court for the District of New Jersey captioned Allyn Turnofsky vs. electroCore, Inc., et al., Case 3:19-cv-18400, and Priewe vs. electroCore, Inc., et al., Case 1:19-cv-19653, respectively.

In addition to the company, the defendants include present and past directors and officers, and Evercore Group L.L.C., Cantor

Fitzgerald & Co., JMP Securities LLC and BTIG, LLC, the underwriters for the company's initial public offering (IPO).

The plaintiffs each seek to represent a class of stockholders who (i) purchased the company's common stock in its IPO or whose purchases are traceable to the IPO, or (ii) who purchased common stock between the IPO and September 25, 2019.

The complaints each allege that the defendants violated Sections 11 and 15 of the Securities Act and Sections 10(b) and 20(a) of the Exchange Act, with respect to (i) the registration statement and related prospectus for the IPO, and (ii) certain post-IPO disclosures filed with the SEC.

The complaints seek unspecified compensatory damages, interest, costs and attorneys' fees.

In the Turnofsky case, several plaintiffs and their counsel are engaged in motion practice to select a lead plaintiff and lead plaintiff's counsel. Briefing is complete on the motions, but the court has not yet ruled.

On February 19, 2020, the Priewe case was voluntarily dismissed.

electroCore said, "We intend to continue to vigorously defend

ourselves in these matters. However, in light of, among other things, the preliminary stage of these litigation matters, we are unable to determine the reasonable probability of loss or a range of potential loss. Accordingly, we have not established an accrual for potential losses, if any, that could result from any unfavorable outcome, and there can be no assurance that these litigation matters will not result in substantial defense costs and/or judgments or settlements that could adversely affect our financial condition."

electroCore, Inc., a bioelectronic medicine company, engages in developing a range of patient administered non-invasive vagus nerve (VNS) stimulation therapies for the treatment of various conditions in neurology, rheumatology, and other fields. The company was founded in 2005 and is headquartered in Basking Ridge, New Jersey.

ELKTON FCI: Williams Appeals Ruling in Wilson Habeas Corpus Suit

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Defendants-Respondents Mark Williams, et al., filed an appeal from a court ruling issued in the lawsuit styled Craig Wilson, et al. v. Mark Williams, et al., Case No. 4:20-cv-00794, in the U.S. District Court for the Northern District of Ohio at Youngstown.

Mark Williams is sued in his official capacity as Warden of Elkton Federal Correctional Institution.

As previously reported in the Class Action Reporter, the emergency habeas action was brought by the inmates at Elkton Federal Correctional Institution, seeking release from Elkton due to the spread of COVID-19 within the prison. The Petitioners claim to represent both a class of all Elkton inmates, as well as a subclass of medically vulnerable inmates.

The appellate case is captioned as Craig Wilson, et al. v. Mark Williams, et al., Case No. 20-3447, in the United States Court of Appeals for the Sixth Circuit.[BN]

Petitioners-Appellees CRAIG WILSON, ERIC BELLAMY, KENDAL NELSON and MAXIMINO NIEVES, on behalf of themselves and all others similarly situated, are represented by:

David Joseph Carey
THE LEGAL AID SOCIETY OF COLUMBUS
1108 City Park Avenue, Suite 203
Columbus, OH 43206
Telephone: (614) 586-1972

Respondents-Appellants MARK WILLIAMS, in his official capacity as

Warden of Elkton Federal Correctional Institution, and MICHAEL CARVAJAL, In his official capacity as the Federal Bureau of Prisons Director, are represented by:

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ERIE INSURANCE: Faces GFS Suit Over Denial of Insurance Coverage

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GENEVA FOREIGN & SPORTS, INC., individually and on behalf of all others similarly situated v. ERIE INSURANCE COMPANY OF NEW YORK; ERIE INSURANCE COMPANY; and ERIE INDEMNITY COMPANY d/b/a Erie Insurance Exchange, Case No. 1:20-cv-00093-SPB (W.D. Pa., April 29, 2020), is brought by the Plaintiff for wrongfully denying its claims for Business Income and Extra Expense coverage resulting from losses sustained due to the ongoing COVID-19 pandemic.

GFS alleges that the Defendant voluntarily undertook a blatant breach of insurance obligations in exchange for its premium payments. The Defendant issued a blanket denial to its claim for Business Income losses or other covered expenses related to

COVID-19 or the Closure Orders, without first conducting a meaningful coverage investigation, GFS adds.

GFS contends that it is now struggling to survive as the COVID-19 global pandemic and recent executive orders issued by the Governor of the State of New York have brought its business to a standstill.

GFS has operated a car service and sales centers in the upstate New York area for over 40 years.

Erie Indemnity manages Erie Insurance Exchange, a reciprocal insurance exchange, and engages in the business of selling insurance contracts to commercial entities through its wholly-owned subsidiaries Erie Insurance Company and Erie Insurance Company of New York.[BN]

The Plaintiff is represented by:

Jay Edelson, Esq.

Benjamin H. Richman, Esq.

Lily Hough, Esq.

Theo Benjamin, Esq.

Lily Hough, Esq.

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FAIR ISAAC CORP: Credit Union Sues Over Anticompetitive Conduct

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FIRST CHOICE FEDERAL CREDIT UNION, on Behalf of Itself and All Others Similarly Situated, Plaintiff, v. FAIR ISAAC CORPORATION, Defendant, Case No. 1:20-cv-02516 (N.D. Ill., April 23, 2020) is a class action brought by Plaintiff First Choice Federal Credit Union, on behalf of itself and all other similarly situated residents of the United States, under the Sherman Act against Defendant Fair Isaac Corporation for redress of the injury and damages resulting from its monopolizing, conspiring to monopolize, and otherwise unreasonably restraining trade from at least as early as January 1, 2006, through the date by which the anticompetitive effects of Defendant's violations of law shall have ceased, but in any case no earlier than the present.

According to the complaint, the Defendant has abused its monopoly power by engaging in anticompetitive and exclusionary conduct and agreements. The Defendant has suppressed competition, stymied innovation, and limited access to credit for millions of Americans -- all in violation of the Sherman Act.

The Defendant's anticompetitive and exclusionary conduct has harmed businesses that have been deprived of competitive pricing for instruments that allow them to gauge credit risk and have had their freedom of choice restricted. Opening the market to competition is essential to competitive pricing and product innovation, including scoring the tens of millions of creditworthy Americans who have been denied access to credit.

Plaintiff purchased at least one FICO Score from Fair Isaac and TransUnion, which is headquartered in this District. Plaintiff was injured in its business or property as a direct, proximate, and material result of Defendant's violations of law. First Choice Federal Credit Union also threatened with future injury to its business and property by reason of Defendant's continuing violations of law.

First Choice Federal Credit Union is a financial institution that provides financial services, including deposit accounts, credit and/or debit cards, and lending and other credit-related facilities

for consumers.

Fair Isaac Corporation is a data analytics company based in San Jose, California focused on credit scoring services.[BN]

The Plaintiff is represented by:

Steven F. Molo, Esq.

Lisa W. Bohl, Esq.

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lbohl@mololamken.com

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FCA US: Tigershark MultiAir II Engines Are Defective, Wood Claims

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AMBER WOOD, ASHLEY SCHUCHART, KAREN BURKE, and DANIELLE COATES, v.

FCA US LLC, a Delaware limited liability corporation, Case No.

2:20-cv-11054-JEL-APP (E.D. Mich., April 29, 2020), is brought on behalf of the Plaintiff and all those similarly situated, who purchased or leased any vehicle equipped with a 2.4L Tigershark MultiAir II Engine manufactured and sold by FCA US LLC, formerly known as Chrysler Group LLC.

The Plaintiffs allege that the Class Vehicles contain a significant design and/or manufacturing defect in their engines that causes them to improperly burn off and/or consume abnormally high amounts of oil. As a result of this "Oil Consumption" defect, Class Vehicles can shut down during the course of their normal operation--placing the occupants and surrounding vehicles at an increased risk of serious injury and death. Indeed, FCA has expressly acknowledged in other unrelated safety recalls that "an engine stall could cause a crash without prior warning."

The alleged defects not only threaten every passenger in a Class Vehicle, they also materially reduce the Class Vehicles' value as well, according to the complaint. Consumers, who purchased Class Vehicles, have been harmed by purchases they would not have made or paid as much for had they known the truth. FCA should be required to compensate consumers for its deceptive conduct and remedy these defects, the Plaintiffs contend.

FCA US is a North American automaker based in Auburn Hills,

Michigan. The Company designs, manufactures, and sells or distributes vehicles under the Chrysler, Dodge, Jeep (TM), Ram, FIAT and Alfa Romeo brands, as well as the SRT performance designation. The Company also distributes Mopar and Alfa Romeo parts and accessories.[BN]

The Plaintiffs are represented by:

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FIRST TRANSIT: Underpays Paratransit Drivers, Pendleton Claims

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STEVEN PENDLETON, for himself and all others similarly situated, Plaintiff v. FIRST TRANSIT, INC., Defendant, Case No. 2:20-cv-01985 (E.D. Pa., April 21, 2020) is a collective and class action complaint brought against Defendant for its alleged violation of the Fair Labor Standards Act by denying overtime premium wages to its employees for scheduled work they performed.

Plaintiff was employed by Defendant as a full-time, hourly Paratransit Driver at the First Transit depot in Conshohocken, PA

from 2005 to present.

According to the complaint, Plaintiff was routinely scheduled by Defendant to work at least 40 hours per week, gave him a daily manifest showing an O-Time gap of more than 90 minutes between rides about two times a week, and occasionally received an unscheduled ride from the Dispatcher during the O-Time gap.

Plaintiff claims that Defendant's O-Time policies and practice caused Plaintiff to perform an average of between four and five hours of off-the-clock work each week. Also, the hours reflected on his paychecks did not match up with the number of hours he was working.

Moreover, Plaintiff raised the issue of unpaid O-Time work with multiple Supervisors and continued to raise the issue from time to time since 2005. However, Supervisors consistently responded by saying this is the way it works, the same policy applies to everyone, and that nothing can be done to change it.

Plaintiff asserts that Defendant's failure to pay overtime wages is the "number-one problem" and the reason why many Paratransit Drivers left the Company.

First Transit, Inc. is one of the largest private sector providers

of public transit management and contracting in North America.

[BN]

The Plaintiff is represented by:

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FORD MOTOR: Smith Product Liability Suit Moved to N.D. Illinois

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The class action lawsuit captioned as BRYAN SMITH and DANIEL FAIR, on behalf of themselves and all others similarly situated v. FORD MOTOR COMPANY, Case No. 5:20-cv-00211 (Filed Jan. 10, 2020), was transferred from the U.S. District Court for the Northern District of California to the U.S. District Court for the Northern District of Illinois (Chicago) on April 29, 2020.

The Northern District of Illinois Court Clerk assigned Case No. 1:20-cv-02612 to the proceeding. The case is assigned to the Hon. Judge Virginia M. Kendall.

The lawsuit involves property damage product liability matters.

The Plaintiffs bring this case individually and on behalf of all other similarly situated persons, who purchased or leased Model Year 2017–2020 Ford F-150 vehicles that were designed, manufactured, distributed, marketed, sold, and leased by the Defendant or its parent, subsidiary, or affiliates.

The Defendant knew or should have known that the Vehicles contain one or more design and/or manufacturing defects, including defects contained in the Vehicles' 10R80, 10-speed automatic transmission that can shift harshly and erratically, causing the vehicle to jerk, lunge, and hesitate between gears, says the complaint.[BN]

The Plaintiffs are represented by:

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FOUNTAINHEAD COMMERCIAL: Elizabeth M Byrnes Files Fraud Class Suit

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A class action lawsuit has been filed against Fountainhead

Commercial Capital, LLC. The case is styled as Elizabeth M. Byrnes,

Inc., a corporation, on behalf of itself and all others similarly situated, Plaintiff v. Fountainhead Commercial Capital, LLC and Does 1 through 10, inclusive, Defendants, Case No. 2:20-cv-04149-DDP-RAO (C.D., Cal., May 6, 2020).

The docket of the case states the nature of suit as Other Fraud filed pursuant to the Diversity-Fraud.

Fountainhead is a nationwide direct lender specializing in SBA 504, SBA 7(a) and conventional low-LTV loans.[BN]

The Plaintiff is represented by:

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FRESENIUS MEDICAL: Reyes Seeks Unpaid OT Wages for Technicians

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The case, LUIS REYES, on his own behalf and on behalf of those similarly situated, Plaintiffs v. FRESENIUS MEDICAL CARE HOLDINGS, INC. d/b/a Fresenius Medical Care North America and Fresenius Kidney Care, a Division of Fresenius Care North America and BIO-MEDICAL APPLICATIONS OF FLORIDA, INC., Defendants, Case No. 6:20-cv-00706 (M.D. Fla., April 23, 2020) arises from Defendants'

alleged violation of the Fair Labor Standards Act.

Plaintiff was employed by Defendant as an hourly rate and a non-exempt Technician from approximately September 2015 through September 2019.

According to the complaint, Plaintiff and those similarly situated Technicians routinely worked in excess of 40 hours per week as part of their regular job duties.

The complaint asserts that Defendants willfully failed to record all of Plaintiff and those similarly situated Technicians hours worked, and to pay them overtime compensation at a rate of time and a half of their regular rate of pay for hours worked over 40 in a workweek.

Fresenius Medical Care Holdings, Inc. is a leading provider of dialysis products and services.

Bio-Medical Applications of Florida, Inc. is a joint company to Fresenius also providing dialysis products and services. [BN]

The Plaintiff is represented by:

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GEICO INDEMNITY: McCoy Files Suit in New Jersey

A class action lawsuit has been filed against GEICO Indemnity Company. The case is styled as Diane McCoy, individually and on behalf of all others similarly situated, Plaintiff v. GEICO Indemnity Company, a foreign corporation, Defendant, Case No. 3:20-cv-05597 (D.N.J., May 6, 2020).

The docket of the case states the nature of suit as Insurance filed pursuant to the Diversity-Insurance Contract.

GEICO Indemnity Company operates as an insurance company. The Company provides vehicle, property, business, and life insurance services.[BN]

The Plaintiff is represented by:

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GITIBIN & ASSOCIATES: Underpays Drivers & Detailers, Albayero Says

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GILMA YESENIA ALBAYERO, as an individual and on behalf of all others similarly situated, Plaintiff v. GITIBIN & ASSOCIATES, INC. d/b/a GO RENTALS, a California corporation, and DOES 1 through 100, inclusive, Defendants, Case No. 20VECV00503 (Cal. Sup. Ct., April 20, 2020) is a representative action brought against Defendants for recovery of civil penalties under California Labor Code Private Attorneys General Act (PAGA) for their alleged unlawful employment practices.

Plaintiff was employed by Defendants as an hourly, non-exempt Driver/Detailer since February 2018.

According to the complaint, Plaintiff routinely worked in excess of eight hours per workday and/or more than 40 hours per workweek.

But, Defendants failed to pay him overtime compensation equal to one-and-one-half times her regular rate of pay for working overtime hours. Although Defendants were paying Plaintiff and other employees non-discretionary bonuses, Defendants failed to include all forms of Incentive Pay when calculating their regular rate of pay.

Also, Defendants failed to provide Plaintiff and other non-exempt employees with accurate, itemized wage statements.

Gitibin & Associates, Inc. is an elite car rental service company providing car rental services. [BN]

The Plaintiff is represented by:

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GOOGLE LLC: Roley Seeks to Certify Level 4 Local Guide Class

In the class action lawsuit styled as ANDREW ROLEY, individually and on behalf of all others similarly situated v. GOOGLE, LLC, Case No. 5:18-cv-07537-BLF (N.D. Cal.), the Plaintiff will move the Court for an order on June 25, 2020:

1. certifying a class of:

"all residents of the United States who attained "Level 4" status as a Google Local Guide after November 12, 2015 and redeemed the benefit of 1 TB of Google Drive storage"; and

2. appointing class counsel.

Google LLC is an American multinational technology company that specializes in Internet-related services and products, which include online advertising technologies, a search engine, cloud computing, software, and hard harware.[CC]

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GRACO CHILDREN'S PRODUCTS: Tehomilic Files Suit in New York

A class action lawsuit has been filed against Graco Children's Products, Inc. The case is styled as Silvia Tehomilic, individually and on behalf of all others similarly situated, Plaintiff v. Graco Children's Products, Inc. and Newell Brands DTC, Inc., Defendants, Case No. 2:20-cv-02067-SJF-AKT (E.D.N.Y., May 6, 2020).

The docket of the case states the nature of suit as Fraud or Truth-In-Lending filed over Diversity-Fraud.

Graco Children's Products Inc. manufactures and markets juvenile products.[BN]

The Plaintiff is represented by:

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HERTZ CORPORATION: Reece Suit Alleges State Wage and Hour Claims

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Dean Reece, on behalf of himself and all others similarly situated v. THE HERTZ CORPORATION, Case No. 3:20-cv-02991 (N.D. Cal., April 30, 2020), alleges state wage and hour claims arising out of the Defendant's alleged misclassification of the Plaintiff and the proposed class as "exempt" employees under certain federal and state wage laws.

The Plaintiff also seeks to recover overtime pay under the Fair Labor Standards Act.

According to the complaint, the Defendant classified the Plaintiff and as "exempt" for purposes of overtime compensation under the FLSA and also overtime compensation, meal and rest periods, and other wage and hour requirements under California law. The Defendant required and/or knowingly permitted the Plaintiff to work hours considerably in excess of eight hours a day and/or 40 hours a

week. The Plaintiff is informed and believes that it was the Defendant's policy and practice to require and/or knowingly permit Appraisers to work overtime hours without receiving overtime compensation.

The Plaintiff was employed by the Defendant as a Body Damage Appraiser.

Hertz rents and leases automobiles to individuals and businesses in California and worldwide.[BN]

The Plaintiff is represented by:

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HF FOODS: Faces Ponce-Sanchez Suit Over Decline in Share Price

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Walter Ponce-Sanchez, Individually and on behalf of all others similarly situated v. HF FOODS GROUP INC., ZHOU MIN NI, XIAO MOU ZHANG, CAIXUAN XU AND JIAN MING NI, Case No. 2:20-cv-03967 (C.D. Cal., April 30, 2020), seeks to recover damages caused by Defendants' violations of federal securities laws and to pursue remedies under the Securities Exchange Act of 1934 against the Company and certain of its top officials relating to the precipitous decline in the market value of the Company's securities.

The lawsuit is brought on behalf of a class consisting of all persons other than Defendants, who purchased or otherwise acquired HF Foods securities between August 23, 2018, and March 23, 2020, both dates inclusive,

According to the complaint, the Defendants made materially false and misleading statements regarding the Company's business, operational and compliance policies. Specifically, the Defendants made false and/or misleading statements and/or failed to disclose that: (i) HF Foods engaged in undisclosed related party transactions; (ii) HF Foods insiders and related parties were enriching themselves by misusing shareholder funds; (iii) HF Foods

was "gaming" the FTSE/Russell Index by masking the true number of shares free floating; and (iv) as a result, Defendants' public statements were materially false and/or misleading at all relevant times.

On March 23, 2020, Hindenburg Research published a report explaining in detail that HF Foods had, among other issues, failed to disclose: (i) transactions with related-parties; (ii) its flagrant misuse of shareholder funds; and (iii) its gaming of the FTSE/Russell Index criteria. On this news, HF Foods' stock price fell $2.52 per share, or over 20%, to close at $9.80 per share on March 23, 2020, damaging investors.

As a result of the Defendants' wrongful acts and omissions, and the precipitous decline in the market value of the Company's securities, the Plaintiff and other Class members have suffered significant losses and damages, says the complaint.

The Plaintiff acquired HF Foods securities at artificially inflated prices during the Class Period.

HF Foods through its subsidiaries, purports to market and distribute fresh produce, frozen and dry food products, and non-food products to Asian restaurants, primarily Chinese restaurants, and other food service customers throughout the

Southeast, Pacific, and Mountain West regions in the United States.[BN]

The Plaintiffs are represented by:

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HIMAGINE SOLUTIONS: Underpays & Misclassifies Coders, Johnson Says

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TYEASHA JOHNSON, on behalf of herself and others similarly situated, Plaintiff v. HIMAGINE SOLUTIONS, INC., Defendant, Case No. 4:20-cv-00574 (E.D. Mo., April 23, 2020) is a collective action

complaint brought against Defendant for its alleged willful violations of the Fair Labor Standards Act, Wage Claim Act, and Minimum Wage Order.

Plaintiff was employed by Defendant as a Coder from in or about March 2015 to in or about April 2017.

According to the complaint, Defendant employed Coders, including Plaintiff, to work from home nationwide and uniformly classified them as non-exempt from overtime compensation under the FLSA. Defendant required Coders to perform a certain measurable amount of work each shift, but Defendant paid them only for the underreported hours, despite knowing that they frequently worked more than 40 hour per week.

The complaint asserts that Defendant willfully failed to:

-- record all of the time that Plaintiff and the Collective Action Members have worked for its benefit;

-- keep accurate payroll records;

-- credit Plaintiff and the Collective Action Members for all overtime hours worked; and

-- pay Plaintiff and the Collective Action Members overtime compensation for hours that they worked in excess of 40 hours per workweek.

Himagine Solutions, Inc. is a privately held Healthcare Information Management (HIM) outsourcing company in the U.S., supporting 250 clients across the states. [BN]

The Plaintiff is represented by:

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HJE SUBS: Lenard Sues to Recover Unpaid Overtime Pay Under FLSA

Tyojuana Lenard, individually and on behalf of those similarly situated v. HJE SUBS, LLC, Case No. 4:20-cv-00593 (E.D. Mo., April 30, 2020), is brought against the Defendant to recover unpaid overtime compensation under the Fair Labor Standards Act, and the Missouri Minimum Wage Law.

The Plaintiff worked in excess of 40 hours per workweek but the Defendant failed and refused to pay her at a rate of one and one-half times her normal rate of pay for all hours worked in excess of 40 hours, says the complaint.

The Plaintiff worked for the Defendant from September 2019 through April 2020.

HJE Subs, LLC, operated Jimmy John's franchise restaurants.[BN]

The Plaintiff is represented by:

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HOMELINK LLC: Abitbol Hits Auto-dialed Telemarketing Calls

David Abitbol, individually and on behalf of all others similarly situated, Plaintiff, v. Homelink, LLC and Sunnova Energy Corporation, Defendants, Case No. 20-cv-03654, (C.D. Cal., April 21, 2020), seeks injunctive relief, statutory and treble damages for violations of the Telephone Consumer Protection Act.

Sunnova is an energy company that provides, among other things, the sale of solar panels. They engaged Homelink to tele-market on their behalf to consumers, engaging in automated telemarketing calls. Abitbol claims he heard a clicking sound and there was a pause

until an agent joined the call. [BN]

Plaintiff is represented by:

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IKEA NORTH AMERICA: Nazarchuk Sues Over Faulty Tip-Prone Dressers

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Elizaveta Nazarchuk, individually and On Behalf of All Others Similarly Situated v. IKEA NORTH AMERICA SERVICES, LLC, Case No. 2:20-at-00427 (C.D. Cal., April 30, 2020), is brought due to IKEA's sale of defective tip-prone dressers known as the Kullen dresser, in violation of the California's Consumers Legal Remedies Act, California's Unfair Competition Law and California's False Advertising Law.

In order to reap substantial profits from the sales of the Product, IKEA cut corners by, among other things, failing to perform sufficient product testing to ensure the Product was safe for

consumer use, according to the complaint. As a result, unbeknown to the Plaintiff at the time of their purchase, and contrary to the express and implied representations made by IKEA regarding the Product, the Product does not comply with the furniture industry's voluntary stability standard, making the Product is defective due to tip-over and entrapment hazards, and poses a serious danger to consumers which, if disclosed by IKEA to the Plaintiff, would have caused the Plaintiff not to purchase or use the Product.

Indeed, in March of 2020, after several reported deaths caused by the Product, IKEA informed all consumers to "immediately stop using" the Product because it poses a serious hazard that could result in personal injury to consumers. As a result, the Plaintiff has been, and continues to be harmed, by purchasing a defective and dangerous product that poses a serious hazard that is likely to result in personal injury to consumers, says the complaint.

The Plaintiff is a citizen of the State of California, who purchased the Product for household use.

IKEA is a company based in Conshohocken, Pennsylvania, that manufactures, markets and/or sells, among other things, a range of home furnishing products in the United States.[BN]

The Plaintiff is represented by:

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ILLINOIS: Jail Officers Seek More Pay for Work During COVID-19

DAVID EVANS III, RASHID MUHAMMAD, BRENDAN KELLY, MONTA SERVANT,

FELISHA PARNELL, TIMOTHY PARKER, JOSEPH TINOCO, and FRANK DONIS on

behalf of themselves and all others similarly-situated, Plaintiffs, v. THOMAS J. DART, Sheriff of Cook County, and the COUNTY OF COOK, ILLINOIS, a unit of local government as joint employer for FLSA purposes and as indemnitor, Defendants, Case No. 1:20-cv-02453 (N.D. Ill., April 21, 2020) is an action against the Defendants for failure to pay minimum and overtime compensation due to Cook County Correctional Officers pursuant to the Fair Labor Standards Act ("FLSA") for integral and indispensable work activities occurring during the COVID19 crisis at the Cook County Department of Corrections ("CCDOC").

Plaintiffs are Cook County Correctional Officers and adult residents of this judicial district.[BN]

The Plaintiffs are represented by:

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INTELLIPHARMACEUTICS INT'L: Romita Class Suit Ongoing in Ontario

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Intellipharmaceutics International Inc. said in its Form 20-F report filed with the U.S. Securities and Exchange Commission for the fiscal year ended November 30, 2019, that the company continues to defend a class action suit in the Superior Court of Justice of Ontario, initiated by Victor Romita.

On February 21, 2019, the company and its CEO, Dr. Isa Odidi, were served with a Statement of Claim filed in the Superior Court of Justice of Ontario for a proposed class action under the Ontario Class Proceedings Act.

The action was brought by Victor Romita, the proposed representative plaintiff, on behalf of a class of Canadian persons who traded Common Shares during the period from February 29, 2016 to July 26, 2017.

The Statement of Claim, under the caption Victor Romita v. Intellipharmaceutics International Inc. and Isa Odidi, asserted that the defendants knowingly or negligently made certain public statements during the relevant period that contained or omitted material facts concerning Oxycodone ER abuse-deterrent oxycodone hydrochloride extended release tablets.

The plaintiff alleged that he and the class suffered loss and

damages as a result of their trading in our shares during the relevant period. The plaintiff seeks, among other remedies, unspecified damages, legal fees and court and other costs as the Court may permit.

Intellipharmaceutics said, "The defendants intend to vigorously defend the action and have filed a Notice of Intent to Defend."

Intellipharmaceutics International Inc. is a Canada-based pharmaceutical company engaged in the research, development and manufacture of controlled-release and targeted-release oral solid dosage drugs.

IZEA WORLDWIDE: Perez Class Action Settlement Wins Court Approval

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IZEA Worldwide, Inc. said in its Form 10-K report filed with the U.S. Securities and Exchange Commission for the fiscal year ended December 31, 2019, that the U.S. District Court for the Central District of California has issued an order approving the settlement of the securities class action lawsuit styled, Julian Perez, individually, and on behalf of all others similarly situated v. IZEA, Inc., et al.

A securities class action lawsuit, Julian Perez, individually, and

on behalf of all others similarly situated v. IZEA, Inc., et al., case number 2:18-cv-02784-SVW-GJS was instituted April 4, 2018 in the U.S. District Court for the Central District of California against the Company and certain of its executive officers on behalf of certain purchasers of its common stock.

The plaintiffs sought to recover damages for investors under federal securities laws.

The Company estimated and accrued a potential loss of $500,000 relating to its potential liability arising from the Perez lawsuit and accrued for such amount in its financial statements for the year ended December 31, 2018 included in this Annual Report.

On April 15, 2019, a stipulation of settlement was filed in the U.S. District Court for the Central District of California that contained settlement terms as agreed upon by the parties to the Perez class action lawsuit described above. The motion for preliminary approval of the settlement was granted on May 7, 2019.

According to the terms of the settlement, as agreed upon by the parties, the Company's insurer deposited $800,000 into the settlement fund and the Company paid the remainder of the Company's previously accrued insurance deductible of $400,000 into escrow to

be used as settlement funds, inclusive of lead plaintiff awards and lead counsel fees.

The U.S. District Court for the Central District of California issued an order approving the settlement of the Perez class action lawsuit on September 26, 2019, which required that the lawsuit be dismissed with prejudice.

No further updates were provided in the Company's SEC report.

IZEA Worldwide, Inc. creates and operates online marketplaces that connect marketers and content creators. IZEA Worldwide, Inc. was founded in 2006 and is headquartered in Winter Park, Florida.

JMP GROUP: Has Indemnification Deal Over Class Action Settlement

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JMP Group LLC said in its Form 10-K report filed with the U.S. Securities and Exchange Commission for the fiscal year ended December 31, 2019, that the company has entered into an indemnification agreement with a third party, which agreed to indemnify the company with regards to a class settlement agreement.

In December 2019, plaintiffs in a class action lawsuit and the

Company, as defendant, entered into an agreement to settle such lawsuit by paying $3.0 million (the "Settlement Amount") into a settlement fund escrow account following the preliminary approval of such settlement by the court, which approval was granted on March 9, 2020.

Concurrently with entering into the settlement agreement, the Company entered into an agreement with a third party indemnifying the Company with respect to such lawsuit whereby such indemnifying party would pay the Settlement Amount into a settlement fund escrow account on behalf of the Company at the time such payment comes due on March 30, 2020.

JMP Group said, "The timely performance of these two agreements is expected to result in no impact on the results of operations or cash flows of the Company. The indemnification payment receivable and settlement liability have been separately recorded and included in the Consolidated Statements of Financial Condition within other assets and other liabilities."

JMP Group LLC offers investment banking and asset management services. The Company provides securities trading and equity research services to institutional and corporate clients, and alternative asset management products and services to institutional investors, high net-worth individuals, and their own account. The

company is based in San Francisco, California.

JOHNSON UTILITIES: 9th Cir. Appeal Filed in Castillo Bribery Suit

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Defendants George Harry Johnson, et al., filed an appeal from a court ruling issued in the lawsuit styled Tisha Castillo, et al. v. George Johnson, et al., Case No. 2:17-cv-04688-DLR, in the U.S. District Court for the District of Arizona, Phoenix.

As previously reported in the Class Action Reporter, the lawsuit alleges bribery of the Chairman of the Arizona Corporation Commission by George Johnson, the owner of Johnson Utilities LLC, to allow the Company to charge excessive rates, and the illicit transfer of the ill-begotten revenue through a network of affiliated entities.

Plaintiffs Tisha Castillo, Karen Christian, and Steve Pratt were ratepayers for water and wastewater services provided by Johnson Utilities. Plaintiffs allege that Johnson, Johnson Utilities, Johnson International, Incorporated, and lobbyist James Franklin Norton violated the Racketeer Influence and Corrupt Organizations Act by conspiring to unlawfully raise utility rates through racketeering, wire fraud, and bribery of a public servant. The Plaintiffs also allege that the Bribery Defendants were unjustly

enriched, and that Johnson Utilities violated the Arizona Consumer Fraud Act.

The appellate case is captioned as Tisha Castillo, et al. v. George Johnson, et al., Case No. 20-15814, in the United States Court of Appeals for the Ninth Circuit.

The briefing schedule is set as follows:

-- Transcript must be ordered by May 27, 2020;

-- Transcript is due on June 26, 2020;

-- Appellants BAJ Living Trust, BARJO LLC, Chris Johnson Family Trust dated September 14, 2000, December Companies, Inc., George H. Johnson and Jana S. Johnson Revocable Trust dated July 9, 1987, Hunt MGT LLC, Barbara Johnson, Chris Johnson, George Harry Johnson, Jana Johnson, Jane Doe Johnson, John Doe Johnson, Johnson International, Inc., Johnson Utilities LLC, James Franklin Norton, Pinetop Trust II, Roadrunner Transit LLC and Ultra Management LLC's opening brief is due on August 5, 2020;

-- Appellees Tisha Castillo, Karen Christian and Steve Pratt's answering brief is due on September 8, 2020; and

-- Appellant's optional reply brief is due 21 days after service of the answering brief.[BN]

Plaintiffs-Appellees TISHA CASTILLO, et al., on behalf of themselves and others similarly situated are represented by:

Jeffrey J. Goulder, Esq.
Stefan M. Palys, Esq.
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stefan.palys@stinson.com

- and -

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- and -

Brandon R. Nagy, Esq.

STINSON LEONARD STREET LLP

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Defendants-Appellants GEORGE HARRY JOHNSON, et al., are represented by:

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JP MORGAN: TDD Dallas LLC Suit Transferred to N. D. Texas

The case captioned as TDD Dallas LLC and Heavy Movers LLC, on behalf of themselves and others similarly situated, Plaintiffs v. JP Morgan Chase Bank NA, Defendant, was transferred from the 101st

District Court, Dallas County with the assigned Case No. DC-20-06259 to the U.S. District Court for the Northern District of Texas (Dallas) on May 5, 2020, and assigned Case No. 3:20-cv-01117-X.

The case type of the suit is stated as Contract: Other Contract.

JPMorgan Chase Bank, National Association provides investment and banking services.[BN]

The Plaintiff is represented by:

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- and -

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- and -

Jacob B Kring, Esq.

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The Defendant is represented by:

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JPMORGAN CHASE: Prioritizes Chosen Clients' PPP Loan, Ladaga Says

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LADAGA VENTURES LLC, a Colorado limited liability company v. JPMORGAN CHASE BANK, N.A., a federally chartered national bank, Case No. 1:20-cv-01204 (D. Colo., April 29, 2020), seeks to stop the Defendant's conduct of ensuring that the applications of its favored clients would be prioritized at the expense of the small business customers the Paycheck Protection Program was designed to benefit.

The Plaintiff contends that the Defendant's conduct does not only helped curry favor with the clients most important to Chase's bottom line, but would, because of the high loan amounts, generate more loan origination fees for Chase with less effort and expense. As a result, only approximately six percent of Chase's 300,000

Business Banking customers that tried to apply for PPP loans were approved, while nearly 100% of Chase's large, Commercial Banking clients were approved, the Plaintiff adds.

Worse, Chase concealed from the public that it was prioritizing the applications on a basis other than first-come, first served, according to the complaint. As a result, thousands of small businesses, including the Plaintiff, trusted that Chase would process the applications in the order in which the applications were submitted and that they had an equal chance to have their application approved. Had Chase disclosed its self-serving prioritization, Plaintiff could have, and would have, submitted their PPP applications to other financial institutions that were actually processing applications on a first-come, first-served basis, says the complaint.

In the past two months, COVID-19 has destroyed national commerce and shuttered countless businesses across virtually all sectors. Responding to mass layoffs occurring around the country--with the threat of far more to come--Congress created a program that would quickly distribute money to small businesses like the Plaintiff on a first-come, first-served basis. Time was of the essence.

The legislature's plan to aid small businesses, the Coronavirus Aid, Relief, and Economic Security Act (the CARES Act), was enacted

into law on March 27, 2020. In its initial form, the Small Business Administration's PPP authorized up to $349 billion in forgivable loans to small businesses to cover payroll and other expenses. This money was meant to provide a critical and immediate life raft to businesses, who have been shut down pursuant to their state's "stay at home" order or have been effectively shuttered due to a dramatic drop-off in business.

Speed and simplicity were to be the hallmarks of the PPP. The intent of the legislation was that small businesses and sole proprietorships would be able to apply through SBA-approved lenders as soon as the application window opened and wait their turn to be approved on a first-come, first-served basis.

Ladaga Ventures is a small business that provides cupcake decorating kits, baking directions, and tutorials.

Chase is a federally chartered national bank with its main office in Ohio.[BN]

The Plaintiff is represented by:

Ariane M. Ice, Esq.

Thomas Erskine Ice, Esq.

ICE LEGAL, P.A.

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KNOXVILLE PALLET: Lumpkin Seeks Unpaid Overtime Pay Under FLSA

Steven Lumpkin, Individually, and on behalf of himself and others similarly situated v. KNOXVILLE PALLET RECYCLERS, INC., a Tennessee Corporation, Case No. 3:20-cv-00193 (E.D. Tenn., April 30, 2020), is brought against the Defendant to seek damages under the Fair Labor Standards Act for unpaid overtime compensation.

The Plaintiff has not received one and one-half times his regular hourly rates of pay for all hours worked over 40 within weekly pay periods. The Defendant knew the Plaintiff performed work in excess 40 hours per week within weekly pay periods that required overtime compensation to be paid. Nonetheless, they operated under a common policy and practice to deprive the Plaintiff of such overtime compensation, says the complaint.

Plaintiff Lumpkin was employed by the Defendant as an hourly-paid employee.

Knoxville Pallet Recyclers, Inc., is located in Knoxville, Tennessee, and buys, builds, rebuilds and sells pallets to customers in the region.[BN]

The Plaintiff is represented by:

Gordon E. Jackson, Esq.
J. Russ Bryant, Esq.
Robert E. Turner, IV, Esq.
Nathaniel A. Bishop, Esq.
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LAREDO PETROLEUM: Underpays Oilfield Workers, Dyches Claims

HEYWARD DYCHES, individually and on behalf of all others similarly situated v. LAREDO PETROLEUM, INC., Defendant, Case No.

7:20-cv-00100 (W.D. Tex., April 23, 2020) is a collective action complaint brought against Defendant for its alleged violation of the Fair Labor Standards Act.

Plaintiff was employed by Defendant as a day rate oilfield worker from January 2018 to November 2019.

According to the complaint, Plaintiff and the Class Members were required to report at any time of day or night with little to no notice, were not free to turn down orders from Defendant, and were required to drop everything and go when they got the call from Defendant even on scheduled days off and holidays. However, they were paid on a day rate payment scheme without overtime pay despite often working 12 or more hours a day for weeks at a time.

Laredo Petroleum, Inc. is a publicly traded energy company with operations currently focused in the Permian Basin. [BN]

The Plaintiff is represented by:

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David I. Moulton, Esq.
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LIONDESK LLC: Gravori Sues Over Unsolicited Telemarketing Acts

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PEYMAN GRAVORI, individually and on behalf of others similary situated, Plaintiff, v. LIONDESK LLC, Defendant, Case No. 3:20-cv-00766-AJB-MSB (S.D. Cal., April 23, 2020) is a class action brought by the Plaintiff for damages, injunctive relief, and any other available legal or equitable remedies, resulting from the illegal actions of LionDesk LLC, in negligently, knowingly, and/or willfully contacting Plaintiff on Plaintiff's cellular telephone, in violation of the Telephone Consumer Protection Act, thereby invading Plaintiff's privacy.

In or around June of 2017, Plaintiff reached out to a real estate salesperson, Claudia Ilcken, expressing an interest in purchasing a residential property.

Upon information and belief, at the time, Ms. Ilcken worked under Better Net Inc. d/b/a Keller Williams Realty Coastal Properties, a licensed Calfornia real estate brokerage corporation. Plaintiff

provided her with his contact information including his cellular telephone number but never express his written consent to receive telemarketing calls or texts utilizing an automatic telephone dialing system ("ATDS").

According to the complaint, Ms. Ilcken entered into a contract with Defendant, separate and apart from her communications and relationship with Plaintiff. Under the contract, Ms. Ilcken uploaded her clients' phone numbers, including Plaintiff's, into Defendant's database. Defendant then began sending Plaintiff unsolicited, unwanted marketing text messages to Plaintiff's cellular telephone.

LionDesk LLC is a California-based customer relationship management and transaction management platform for sales professionals serving multiple industries, including real estate.[BN]

The Plaintiff is represented by:

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– and –

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LOOMIS ARMORED: $1.5M Myers Labor Suit Deal Gets Final Court Okay

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In the case, SHAKEERA MYERS, on behalf of herself and all others

similarly situated, Plaintiff, v. LOOMIS ARMORED US, LLC,

Defendant, Docket No. 3:18-cv-00532-FDW-DSC (W.D. N.C.), Judge Frank D. Whitney of the U.S. District Court for the Western District of North Carolina, Charlotte Division, (i) granted the Plaintiffs' Unopposed Motion for Final Approval of the Collective and Class Action Settlement; (ii) granted the Plaintiffs' Unopposed Motion for Attorney Fees and Reimbursement of Expenses; and (iii) denied as moot the Plaintiffs' Unopposed Motion for Preliminary Approval of Service Awards.

Plaintiff Myers worked as an Armored Service Technician ("AST") for Defendant Loomis. She asserts claims on behalf of herself and all others similarly situated, under the Fair Labor Standards Act ("FLSA"); and the North Carolina Wage and Hour Act ("NCWHA"). She claims that the Defendant failed to pay its ASTs, including armed drivers, armed messengers, and armed guards, all wages owed, including overtime at a rate of one-and-one-half their regular rate of pay for work performed in excess of 40 hours per week. The Plaintiff also alleges that Loomis allegedly maintained a corporate policy of deducting the costs of bulletproof vests and firearms from employees' wages, without obtaining the employees' prior written authorization as well as failing to pay employees all promised wages, including compensation at a rate of one-and-one-half their regular rate of pay for work performed in excess of 40 hours per week. The Defendant denies any liability or wrongdoing of any kind under the FLSA and NCWHA and pled various

defenses.

In addition to extensive and meaningful discovery, the case has already involved extensive litigation over a variety of motions. While full, class-wide merits discovery was nearly complete with dispositive motion briefing underway along with trial preparation, the parties engaged in substantial negotiations and briefing prior to the grant of the Plaintiff's Motion for Conditional Certification and Class Certification. Soon after the Plaintiff's Motion was granted, the Parties participated in a mandatory mediation pursuant to the Court's order . Prior to mediation, the Defendants provided to the Plaintiffs the necessary time and payroll data for them to conduct a data analysis and calculate possible damages for them and other similarly situated individuals.

On Sept. 16, 2019, the parties met with mediator Hunter Hughes III at his offices in Atlanta, Georgia, a nationally recognized class- and collective-action wage and hour mediator, who served as mediator by agreement of the Parties. At the mediation, the Parties reached an agreement in principle. After further negotiation, the Parties reached the Settlement Agreement described below on Nov. 4, 2019.

On Nov. 4, 2019, the Plaintiffs filed their Unopposed Motion for

Preliminary Approval of Settlement consistent with the Parties' Stipulation and Settlement Agreement, to (1) grant preliminary approval of the proposed class and collective action settlement; (2) approve the appointment of Angeion Group as settlement administrator; and (3) approve the proposed notice of the settlement and claim forms.

On Dec. 16, 2019, the Court preliminarily approved, subject to further consideration thereof at the Final Approval Hearing, (1) the Parties' Stipulation and Settlement Agreement; (2) the proposed Notices for mailing, consistent with the procedures outlined in the Parties' Stipulation and Settlement Agreement; and (3) the appointment of Angeion as the Settlement Administrator.

A full-text copy of the Court's December 16, 2019 Order is available at https://tinyurl.com/tqyskrj from Leagle.com.

Also, consistent with the Parties' Stipulation and Settlement Agreement, the Court set the deadline for members of the certified class to submit claim forms, opt out of the settlement, or submit an objection. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court scheduled a fairness hearing for April 8, 2020 at 9:30 a.m., to determine whether the proposed Settlement Agreement is fair.

Prior to distribution of notice to the class, the Parties discovered that the requisite Class Action Fairness Act ("CAFA") notices were not sent to the appropriate officials within 10 days of Plaintiff filing the proposed agreement with the Court, as set out in the agreement. Thus, on Dec. 30, 2019, the Parties filed a Joint Motion to Mail Class Action Fairness Notice by Jan. 9, 2020. The Court granted the motion the following day.

On Jan. 14, 2020, the Parties filed a joint motion for extension of time to extend the notice period from Jan. 15, 2020 to Jan. 22, 2020, and clarification of three items related to the settlement notice process. On Jan. 15, 2020, the Court granted the Parties' joint motion.

Finally, Angeion was appointed to serve as the neutral, third-party Settlement Administrator in the case, and consistent with the Parties' Settlement Agreement, the Court ordered and authorized Angeion to perform the administrative duties outlined in its Dec. 16, 2019 and Jan. 15, 2020 Orders.

Having considered the Plaintiffs' Unopposed Motion for Final Approval, their Unopposed Motion for Attorneys' Fees and Reimbursement of Expenses, their Unopposed Motion for Preliminary Approval of Service Awards, and the supporting declarations, the oral argument presented at the fairness hearing, and the complete

record in the action, for the reasons set forth therein and stated on the record at the April 8, 2020 fairness hearing, and for good cause shown, Judge Whitney granted the Plaintiffs' Unopposed Motion for Final Approval, and finally approved the settlement as set forth in the Parties' Settlement Agreement.

For settlement purposes only, the Settlement Classes are finally certified pursuant to Rule 23 of the Federal Rules of Civil Procedure and 29 U.S.C. Section 216(b). The Judge approved the FLSA collective Action settlement and the Rule 23 class action settlement.

He granted the Plaintiffs' Motion for Attorneys' Fees and awards Class Counsel $500,000, which is one-third of the Gross Maximum Settlement Amount in accordance with the terms of the Settlement Agreement, less the amount of additional administration costs incurred by the Settlement Administrator, which are $11,949.98. Thus, the total amount to be awarded as attorneys' fees is $488,050.02. He also awarded the Class Counsel reimbursement of $35,000 in litigation costs or expenses in addition to fees in accordance with the terms of the Settlement Agreement. The attorneys' fees and the amount in reimbursement of costs and expenses, including but not limited to costs of administration, will be paid from the Gross Maximum Settlement Amount in accordance with the terms of the Settlement Agreement.

The Judge finds reasonable an award for Named Plaintiff Shakeera Myers in the amount of $50,000 for settlement of her Title VII claims and $20,000 for her service award as Named Plaintiff/Class Representative for the asserted FLSA/Rule 23 collective/class wage and hour claims; $12,500 for opt-in Plaintiff Trevon Conyers for his service award as the first early opt-in plaintiff and due to his cooperation and participation in discovery, pre-certification deposition, and preparing a declaration for conditional certification; $5,000 each as service awards for opt-in Plaintiffs Craig Abbott, Michael Smith, Shamekia Butler, and Charles Peppers (due to their early cooperation and participation in discovery, depositions, providing declarations, documents, and information in furtherance of mediation); $4,000 as a service award for opt-in Plaintiff Marvin Blue for his cooperation and participation in discovery and sitting for a deposition; $3,000 as a service award for Kenneth Brooks for his cooperation and participation in discovery and making himself available for a deposition; and $2,500 each as service awards for Richard Jackson and Berry Packer for their cooperation and participation in discovery. These amounts will be paid from the Gross Maximum Settlement Amount in accordance with the terms of the Settlement Agreement.

Consistent with the terms of the Settlement Agreement, the "Effective Date" of the settlement will be as defined in the

Settlement Agreement. The Order will constitute a judgment for purposes of Rule 58 of the Federal Rules of Civil Procedure.

The Judge confirmed the Court's its prior Order appointing Angeion Group as the Settlement Administrator in the case. Consistent with the Court's prior Order appointing Angeion as Settlement Administrator, Angeion will determine the total amount of its services and expenses in connection with the administration of the settlement in the action prior to the distribution of any amounts form the Qualified Settlement Fund it established in connection with this Settlement.

Within 15 days after the Effective Date as defined in the Settlement Agreement, the Settlement Administrator will establish and maintain a qualifying designated settlement fund ("QSF") in accordance with the terms of the Settlement Agreement.

Within 30 days after the Effective Date as defined in the Settlement Agreement, the Defendant will remit the Gross Maximum Settlement Amount of $1.5 million to the Settlement Administrator to fund the Qualified Settlement Fund in accordance with the terms of the Settlement Agreement.

Within five business days after Defendant remits the Gross Maximum Settlement Amount to the Settlement Administrator to fund the QSF,

the Administrator will issue the Service Awards to the Plaintiffs and the Class Counsel's Fees and Expenses by making the following payments in accordance with the terms of the Settlement Agreement:

a. Paying the Class Counsel one-third of the Gross Maximum Settlement Amount ($500,000); Reimbursing the Class Counsel for $35,000 in litigation costs and expenses in accordance with the terms of the Settlement Agreement; and

b. Paying the service awards in the amounts, which cumulatively total $114,500, in accordance with the terms of the Settlement Agreement.

Within 21 days after the Defendant remits the Gross Maximum Settlement Amount to the Settlement Administrator to fund the QSF, or as soon thereafter as practicable, the Settlement Administrator will issue payment of the Individual Settlement Amounts to the Participating FLSA Collective Members and Participating Rule 23 Settlement Class Members, provided they did not opt out or exclude themselves from the Settlement, along with a letter approved by the Class Counsel and the Defense Counsel explaining that the Settlement has received final approval and the claims are released by the recipient, along with the URL for a website where the recipient can access a copy of the order granting final approval in accordance with the terms of the Settlement Agreement.

The Settlement Administrator will be entitled to payment from the Gross Maximum Settlement Amount, for all reasonable costs associated with the Settlement Administrator's work under the Settlement Agreement. Pursuant to the terms of the Settlement Agreement, in the event the reasonable costs of the Settlement Administrator exceed $25,441, the Settlement Administrator will file a declaration with the Court explaining the basis for the costs above the $25,441. Since the reasonable costs of the Settlement Administrator exceeded the amount, the Settlement Administrator filed a declaration with the Court explaining the basis for the costs above the $25,441. Upon review, the Judge approved reasonable costs of the Settlement Administrator in the total amount of $37,390.98 (i.e., $11,949.98 above the $25,441 amount). The additional cost will be taken out of the award for attorneys' fees rather than the Plaintiffs' share of the Gross Maximum Settlement Amount.

The Judge directed that the settlement funds be distributed in accordance with the terms of the Settlement Agreement. He further directed the entry of final judgment in the case and dismissed the action with prejudice in its entirety in accordance with the terms of the Settlement Agreement. The Clerk of Court is respectfully directed to enter Final Judgment in the action adjudicating all the claims and all the Parties' rights and liabilities pursuant to Rule

54(b) of the Federal Rules of Civil Procedure.

For the foregoing reasons, Judge Whitney (i) granted the Unopposed Motion for Final Approval of the Collective and Class Action Settlement; (ii) granted with modification the Unopposed Motion for Approval of Attorneys' Fees and Reimbursement of Expenses; and, (iii) given its preliminary nature, denied as moot the Unopposed Motion for Preliminary Approval of Service Awards. The denial has no effect whatsoever on the validity or award of the service awards under the Settlement Agreement.

A full-text copy of the Court's April 8, 2020 Order granting final approval is available at https://is.gd/XzPxQR from Leagle.com.

LQ MANAGEMENT: Underpays Maids & Housekeepers, Tribbit Claims

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SERENA TRIBBIT, on behalf of herself and on behalf of all others similarly situated, Plaintiff v. LQ MANAGEMENT, LLC, Defendant, Case No. 2:20-cv-01271-EEF-JVM (E.D. La., April 23, 2020) is a collective action complaint brought against Defendant for its alleged violation of the Fair Labor Standards Act.

Plaintiff was employed by Defendant as a maid and/or housekeeper from approximately September 2015 through October 2018.

According to the complaint, Plaintiff and the Class Members were required by Defendant to work more than 40 hours per workweek and compensated them on an hourly basis and only their regular rate. But, Defendant allegedly has a common policy of not paying them at a rate of one and one-half times their regular pay for the overtime hours they worked.

The complaint asserts that Plaintiff and the Class Members have suffered and will continue to suffer a loss of income and other damages. Thus, they seek unpaid overtime pay, an additional and equal amount as liquidated damages, any pre-judgment and post-judgment interest, and a reasonable attorney's fees, expert fees, and other costs and expenses.

LQ Management, LLC operates the La Quinta Inn located at 3100 S I-10 Service Road East, in Metairie, Louisiana. [BN]

The Plaintiff is represented by:

Preston L. Hayes, Esq.
Ryan P. Monsour, Esq.
Barry W. Sartin, Esq.
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Website: www.chehardy.com

MARTIN MARIETTA: Underpays Manual Laborers, Smith et al Claim

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The case, JAMES K. SMITH, ORZA FERGUSON, GAYMON SAMPSON, and CURTIS McQUINN on behalf of themselves and all others similarly situated, Plaintiffs v. MARTIN MARIETTA MATERIALS, INC., Defendant, Case No. 4:20-cv-00080-CDL (M.D. Ga., April 21, 2020) arises from Defendant's alleged violation of the Fair Labor Standards Act.

Plaintiffs were employed by Defendant within the last three years to perform non-exempt manual labor tasks at Defendant's Junction City Quarry in Talbot County, Goergia.

According to the complaint, Plaintiffs were required to work over and above 40 hours for most weeks in the past three years and regularly performed additional work on the weekends.

The complaint asserts that Defendant has had a uniform policy and/or practice of consistently requiring the non-exempt employees who work with heavy equipment to prepare the equipment without

regular or overtime compensation for the last three years.

Allegedly, Defendant's representatives often and regularly improperly changed Plaintiffs work time entries by reducing the hours worked on the time system.

Martin Marietta Materials, Inc. owns and operates the Junction City Quarry, at 5291 Junction City Highway, Junction City, Georgia, 31812.

Junction City Quarry produces Aggregates which consist of screenings, concrete sand, mortar sand, asphalt sand, rock dust and rock powder for use in various building and construction sites across the Southeast. [BN]

The Plaintiffs are represented by:

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MCCLATCHY CO: Still Defends Fresno and Sacramento Class Suits

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The McClatchy Company said in its Form 10-K report filed with the U.S. Securities and Exchange Commission on March 30, 2020, for the fiscal year ended December 29, 2019, that the company continues to defend the class action styled Becerra v. The McClatchy Company ("Fresno case") and a substantially similar lawsuit styled Sawin v. The McClatchy Company ("Sacramento case") related to mileage reimbursement.

In December 2008, carriers of The Fresno Bee filed a class action lawsuit against the company and The Fresno Bee in the Superior Court of the State of California in Fresno County captioned Becerra v. The McClatchy Company ("Fresno case") alleging that the carriers were misclassified as independent contractors and seeking mileage reimbursement.

In February 2009, a substantially similar lawsuit, Sawin v. The McClatchy Company, involving similar allegations was filed by carriers of The Sacramento Bee ("Sacramento case") in the Superior Court of the State of California in Sacramento County. The class consists of roughly 5,000 carriers in the Sacramento case and 3,500 carriers in the Fresno case.

The plaintiffs in both cases are seeking unspecified restitution for mileage reimbursement.

With respect to the Sacramento case, in September 2013, all wage and hour claims were dismissed, and the only remaining claim is an equitable claim for mileage reimbursement under the California Civil Code.

In the Fresno case, in March 2014, all wage and hour claims were dismissed, and the only remaining claim is an equitable claim for mileage reimbursement under the California Civil Code.

The court in the Sacramento case trifurcated the trial into three separate phases, independent contractor status, liability and restitution. On September 22, 2014, the court in the Sacramento case issued a tentative decision following the first phase, finding that the carriers that contracted directly with The Sacramento Bee during the period from February 2005 to July 2009 were misclassified as independent contractors. The company objected to the tentative decision, but the court ultimately adopted it as final.

In June 2016, The McClatchy Company was dismissed from the lawsuit, leaving The Sacramento Bee as the sole defendant. On August 30, 2017, the court issued a statement of decision ruling that the

court would not hold a phase two trial but would, instead, assume liability from the evidence previously submitted and from the independent contractor agreements. The company objected to this decision, but the court adopted it as final. The third phase began on June 20, 2019, and is ongoing.

The court in the Fresno case bifurcated the trial into two separate phases: the first phase addressed independent contractor status and liability for mileage reimbursement and the second phase was designated to address restitution, if any. The first phase of the Fresno case began in the fourth quarter of 2014 and concluded in late March 2015. On April 14, 2016, the court in the Fresno case issued a statement of final decision in favor of the company and The Fresno Bee. Accordingly, there will be no second phase. The plaintiffs filed a Notice of Appeal on November 10, 2016.

McClatchy said, "We continue to defend these actions vigorously and expect that we will ultimately prevail. As a result, we have not established a reserve in connection with the cases. While we believe that a material impact on our consolidated financial position, results of operations or cash flows from these claims is unlikely, given the inherent uncertainty of litigation, a possibility exists that future adverse rulings or unfavorable developments could result in future charges that could have a material impact. We have and will continue to periodically

reexamine our estimates of probable liabilities and any associated expenses and make appropriate adjustments to such estimates based on experience and developments in litigation."

No further updates were provided in the Company's SEC report.

The McClatchy Company provides news and advertising services in digital and print formats in the United States. Its publications include the Miami Herald, The Kansas City Star, The Sacramento Bee, The Charlotte Observer, The (Raleigh) News and Observer, The (Fort Worth) Star-Telegram, and The (Durham, NC) Herald-Sun. The McClatchy Company was founded in 1857 and is headquartered in Sacramento, California.

MEET GROUP: Mowry Securities Suit Challenges Buyout by eHarmony

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Charles Mowry, Individually and on behalf of all others similarly situated v. THE MEET GROUP, INC., JEAN CLIFTON, GEOFFREY COOK, CHRISTOPHER FRALIC, SPENCER RHODES, KEITH RICHMAN, BEDI SINGH, JASON WHITT, Case No. 2:20-cv-02092-KSM (E.D. Pa., April 30, 2020), is brought public on behalf of all other public shareholders of the Company against it and its Board of Directors for breaches of fiduciary duties and violation of the Securities and Exchange Act of 1934 in conjunction with the proposed buyout and acquisition of

Meet Group by eHarmony Holding, Inc., NCG-NUCOM GROUP SE, and Holly Merger Sub, Inc.

On April 2, 2020, in violation of the Exchange Act and their fiduciary duties, the Company filed a Proxy Statement with the Securities and Exchange Commission on Form PREM14A. The Plaintiff contends that the Proxy contains numerous material misstatements and omissions. The Proxy exposes some details of the highly conflicted sales process, but fails to disclose material facts concerning the Proposed Acquisition--preventing shareholders from casting an informed vote for or against the Proposed Acquisition. For example, the Proxy omits and/or misrepresents material information concerning, among other things: (a) the sales process; (b) Meet Group's financial projections; and (c) the data and inputs underlying the financial valuation exercises that purport to support the so-called "fairness opinion" provided by Meet Group's financial advisor, BofA Securities, Inc. Moreover, review of the Proxy further establishes that the price offered to Meet Group shareholders is inadequate and cannot be supported by a properly prepared valuation of the Company.

In approving the Proposed Transaction, the Individual Defendants have breached their fiduciary duty of candor and duty to maximize shareholder value by, inter alia, (i) agreeing to sell to NuCom Group without first taking steps to ensure that Plaintiff and Class

members would obtain adequate, fair and maximum consideration under the circumstances; and (ii) engineering the Proposed Transaction to benefit themselves and/or NuCom Group without regard for Meet Group's public shareholders, says the complaint.

Accordingly, this action seeks to enjoin the shareholder vote relating to the Proposed Transaction and compel the Individual Defendants to properly exercise their fiduciary duties to Meet Group's shareholders.

The Plaintiff has been, and continues to be a shareholder of Meet Group common stock.

Meet Group operates a portfolio of mobile social entertainment applications to meet the need for human connection worldwide.[BN]

The Plaintiff is represented by:

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Ryan P. Cardona, Esq.

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MICHIGAN: Court Denies Bid to Certify Class in Kensu Suit

In the case, TEMUJIN KENSU, Plaintiff, v. MICHIGAN DEPARTMENT OF CORRECTIONS, ET AL., Defendants, Case No. 18-cv-10175 (E.D. Mich.), Judge Gershwin A. Drain of the U.S. District Court for the Eastern District of Michigan, Southern Division, denied the Plaintiff's Motion for Class Certification.

On Jan. 16, 2018, Plaintiff Kensu filed the instant action against several Defendants, including Michigan Department of Corrections ("MDOC"); Aramark Correctional Services, LLC; and Trinity Services Group, Inc., on behalf of himself and similarly situated individuals. The Plaintiff's action involves a dispute concerning the adequacy of prison meals within the MDOC. He is the only named Plaintiff in the Second Amended Complaint. He is currently incarcerated at the Macomb Correctional Facility in New Haven, Michigan. The Plaintiff filed a Second Amended Complaint on Nov. 2, 2018.

Pursuant to the Court's May 29, 2019 Order on Aramark's and Trinity's Motions to Dismiss, the Plaintiff's suit includes claims

of violations of 42 U.S.C. Section 1983 under the Eighth Amendment for cruel and unusual punishment and inadequate hiring, training supervision, and/or discipline (Counts I and II) against each Defendant, as well as a claim for breach of implied warranty against Aramark and Trinity (Count VIII). The Court dismissed the Plaintiff's remaining claims in his Second Amended Complaint.

The Plaintiff now seeks class and subclass certification under Federal Rule of Civil Procedure 23. In his Motion, the Plaintiff asserts that he is "presently being denied a diet adequate to sustain normal health. He explains that he has filed "numerous grievances" alleging the inadequacy of the prisoner diet. He argues that he adequately represents a class of individuals who are denied a diet adequate to sustain normal health.

Additionally, the Plaintiff alleges that he is also a member of a subclass of individuals who have serious medical needs and require an alternate or 'special' diet that derives from the standard prisoner diet. Specifically, he indicates that he suffers from a variety of medical conditions which require that he be provided a specialized diet in order to mitigate his serious medical needs.

Accordingly, the Plaintiff initially moved the Court to certify a class and subclass defined as: All current and former incarcerated persons in prisons under the direction of the MDOC who were

provided a diet which was inadequate to maintain normal health. The Plaintiff further seeks certification of a subclass of incarcerated persons under the direct supervision of the MDOC who were not provided a diet commensurate with their medically documented special needs.

The Plaintiff asserts that the proposed class and subclass meet the Rule 23(a) and each of the 23(b)(3) requirements.

The Defendants each opposed the Plaintiff's Motion. They argue that the Plaintiff cannot satisfy his burden of proof for certification of either his proposed class or subclass. MDOC also argues that the Court should consider an exhaustion issue since it pleaded exhaustion as an affirmative defense. Aramark and Trinity further assert that the Plaintiff's remaining claims against them are "individualized monetary claims" for damages subject to the requirements of Rule 23(b)(3) and are thus not suited for certification under Rule 23(b)(1)(A) or Rule 23(b)(2).

A hearing on the Plaintiff's Motion was held on March 23, 2020.

Judge Drain does not yet opine on whether MDOC can carry its "considerable summary-judgment burden of showing non-exhaustion." He does take notice that the provided logs of prisoner grievances in the attached exhibits are insufficient for it to decide whether

the grievances contain allegations related to Plaintiff's remaining claims at this juncture. Accordingly, he denotes MDOC's non-trivial concerns about exhaustion before conducting its analysis of the amended class and subclass for certification.

Next, Judge Drain finds that the Plaintiff's amended class and subclass definition, as further defined by the Court with applicable time periods, is ascertainable and can be determined based on objective criteria. Despite having an ascertainable class and subclass, though, the Judge finds that the Plaintiff's Motion for Class Certification must be denied.

Judge Drain finds that an attempt to certify either the proposed class or subclass would have to establish that the health diversity of all prisoners, or prisoners for the subclass, is not so great that all prisoners are at a "similar risk of a similar degree of harm" in consuming the standard fare diet. Further, he determines that the same proof cannot be used to determine the sufficiency of any particular prisoners' diet, or whether any of the prisoners' health, has been adversely affected from the standard fare diet in violation of the Eighth Amendment. Rather, the nature of the injuries allegedly suffered by each prisoner in the class and subclass, relative to the purported deficiencies in the standard fare diet, would require individualized inquiries.

In sum, the individualized inquiries and potential variances of the degrees of harm from the standard fare diet prevent the Court from determining that the Plaintiff's proposed class of approximately 40,000 prisoners satisfies the commonality requirement under Rule 23(a)(2). The Plaintiff is unable to establish the prerequisites of Rule 23(a) as the class and subclass are currently defined.

The decision not to certify the proposed class and subclass does not preclude Plaintiff from pursuing his remaining claims in his individual capacity. Pursuant to the Court's May 29, 2019 Order, Plaintiff's Eighth Amendment claims against the Defendants (Counts II and III) and implied warranty claim against Defendants Aramark and Trinity (Count IX) will proceed. Accordingly, while Judge Drain concludes that the Plaintiff is unable to satisfy the procedural requirements for class certification, he recognizes the gravity of resolving the Plaintiff's remaining claims concerning the adequacy of the standard fare diet he receives in the MDOC.

For the reasons he articulated, Judge Drain denied the Plaintiff's Motion for Class Certification. The Court will meet and confer as to how to best proceed with the Plaintiff's individual claims asserted in the action. A Status Conference was scheduled for May 8, 2020 at 11:30 a.m.

A full-text copy of the Court's April 8, 2020 Opinion & Order is

available at https://is.gd/KG2IV4 from Leagle.com.

MIDLAND CREDIT: Greenfeld Asserts Breach of FDCPA in New York

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A class action lawsuit has been filed against Midland Credit Management Inc. The case is styled as Malka F Greenfeld, individually and on behalf of all others similarly situated, Plaintiff v. Midland Credit Management Inc. and John Does 1-25, Defendants, Case No. 1:20-cv-02079 (E.D.N.Y., May 6, 2020).

The docket of the case states the nature of suit as Consumer Credit filed pursuant to the Fair Debt Collection Practices Act.

Midland Credit Management Inc. is a financial institution in San Diego, California.[BN]

The Plaintiff is represented by:

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MUNSON HEALTHCARE: Faces Pflum Suit Over Failure to Secure PII

Tiffany Pflum, individually and on behalf of all others similarly situated v. MUNSON HEALTHCARE, Case No. 1:20-cv-00375 (W.D. Mich., April 30, 2020), is brought for claims of negligence per se, negligent misrepresentation, violation of the Michigan Data Breach Prompt Notification Law, unjust enrichment, breach of contract, and breach of implied contract, and seeks damages, injunctive relief, and attorneys' fees and costs.

According to the complaint, the Defendant failed to implement adequate technical safeguards and train its employees to protect the confidential information of its patients. Because of this, the Defendant allowed the sensitive personal information of at least 75,000 of Defendant's patients to be accessed by unauthorized third parties. This personal information included the Defendant's patients' financial information (e.g., credit card numbers and bank account information), medical information (including treatment and diagnostic information, as well as insurance information), personal information (e.g., Social Security numbers and addresses), and/or other protected health information as defined by the Health Insurance Portability and Accountability Act of 1996.

On February 26, 2020, the Defendant announced the Breach, which it stated it "discovered on January 16, 2020." On the date of the 2020 Notice, the Defendant mailed notification letters to patients impacted or potentially impacted by the Breach. The Plaintiff received one of these letters in early March, though she had learned of the breach from local news services at the end of February.

The Plaintiff contends that the Defendant's security failures enabled the criminals behind the Breach to steal PII from the Defendant's computer systems and put the Plaintiff at serious and ongoing risk of identity theft. The Plaintiff adds that the breach was caused and enabled by Defendant's violation of its obligations under the law and failure to abide by industry standards and its own policies in regard to implementing adequate security measures. Had the Defendant implemented adequate security measures, the Breach could have been prevented or mitigated, says the complaint.

The Plaintiff is an individual, who works at an after school program in Traverse City, Michigan.

The Defendant operates nine hospitals in northern Michigan, providing healthcare to approximately half-a-million people.[BN]

The Plaintiffs are represented by:

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- and -

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NORTEK SECURITY: Hayward Files Suit in California

A class action lawsuit has been filed against Nortek Security and Control, LLC. The case is styled as Brian Hayward, individually and on behalf of all others similarly situated, Plaintiff v. Nortek Security and Control, LLC, Defendant, Case No. 3:20-cv-00854-BEN-KSC (S.D. Cal., May 6, 2020).

The docket of the case states the nature of suit as Contract: Other filed pursuant to the FCC-Unsolicited Telephone Sales.

Nortek Security and Control, LLC offers security and control services.[BN]

The Plaintiff is represented by:

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Email: tblood@bholaw.com

NORTH AMERICAN BANCARD: Faces Telemarketing Suit From Fabricant

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TERRY FABRICANT, individually and on behalf of all others similarly situated, Plaintiff, v. NORTH AMERICAN BANCARD, LLC and INTEGRATED PAYMENT TECHNOLOGIES LLC, Defendants, Case No. 2:20-cv-03656 (C.D. Cal., April 21, 2020) is a class action complaint against Defendants for violations of the Telephone Consumer Protection Act ("TCPA"), a federal statute enacted in response to widespread public outrage about the proliferation of intrusive, nuisance telemarketing practices.

The Defendants' strategy for generating new customers involves the use of an automatic telephone dialing system ("ATDS") to solicit business. The Plaintiff received an automated telemarketing call from Integrated Payment Technologies on behalf of North American Bancard on February 26, 2020. The dialing system used by Integrated Payment Technologies also has the capacity to store telephone numbers in a database and dial them automatically with no human intervention. As a result, the system that sent automated calls to

Plaintiff qualifies as an ATDS pursuant to TCPA.

Plaintiff's privacy has been violated by the described telemarketing robocalls from, or on behalf of, Defendants. The calls were an annoying, harassing nuisance. The calls occupied their cellular telephone lines, rendering them unavailable for legitimate communication.

North American Bancard, LLC is a payment processor provider for businesses based in Michigan.

Integrated Payment Technologies LLC is a Georgia company headquartered in Georgia that provides payment technology solutions.[BN]

The Plaintiff is represented by:

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NORWEGIAN CRUISE: Banuelos Hits Share Drop from Hyped Forecast

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Angel Banuelos, individually and on behalf of all others similarly situated, Plaintiffs, v. Norwegian Cruise Line Holdings Ltd., Frank J. Del Rio and Mark A. Kempa, Defendants, Case No. 20-cv-21685, (S.D. Fla., April 22, 2020), seeks to recover compensable damages caused by violations of the federal securities laws and to pursue remedies under the Securities Exchange Act of 1934.

Norwegian is a global cruise company which operates the Norwegian Cruise Line, Oceania Cruise Line, Oceania Cruises and Regent Seven Seas Cruises brands. Its stock is traded on the New York Stock Exchange under the ticker symbol "NCLH."

In December of 2019, the spread of COVID-19 has had a significant impact on the cruise industry, with reports of canceled trips and half-empty ships. Banuelos claims that Norwegian's financial results for the quarter and full year ended December 31, 2019 discussed positive outlooks for the company in spite of the COVID-19 outbreak.

On this news, the Norwegian's shares fell $5.47 per share or approximately 26.7% to close at $15.03 per share on March 11, 2020. Banuelos owns Norwegian Cruise stock. [BN]

Plaintiff is represented by:

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NYCDOE: Discriminates Against Nursing Mothers, O'Leary Claims

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SHANNON O'LEARY, individually and on behalf of all others

similarly-situated, Plaintiff v. NEW YORK CITY DEPARTMENT OF

EDUCATION; MICHAEL RUBENS BLOOMBERG, as Former Mayor - City of New

York; BILL de BLASIO, as Mayor - City of New York; MARTHA H. HIRST,

as Former Commissioner - Department of Citywide Administrative Services; EDNA WELLS HANDY, as Former Commissioner — Department of Citywide Administrative Services; STACEY CUMBERBATCH, as Former Commissioner - Department of Citywide Administrative Services; LISETTE CAMILO, as Commissioner - Department of Citywide Administrative Services; JOEL I. KLEIN, as Former Chancellor - New York City Department of Education; CATHLEEN P. BLACK, as Former Chancellor - New York City Department of Education; DENNIS M. WALCOTT, as Former Chancellor - New York City Department of Education; CARMEN FARINA, as Former Chancellor - New York City Department of Education; RICHARD A. CARRANZA, as Chancellor - New York City Department of Education; NICHOLAS MELE, as Principal, Edwin Markham Intermediate School 51 and JESSE ANN PIRRAGLIA, as Assistant Principal, Edwin Markham Intermediate School 51, Defendants, Case No. 1:20-cv-01911 (E.D.N.Y., April 25, 2020) is a class action against the Defendants for violations of Title VII of the Civil Rights Act of 1964, as amended by the Pregnancy Discrimination Act of 1978; the Civil Rights Act of 1871, the New York State Executive Law, and the New York City Administrative Code Sections 8-107, as amended by the Pregnant Workers Fairness Act of 2014.

The Plaintiff seeks to represent similarly-situated female employees who have or will be employed with Defendant New York City Department of Education (NYCDOE) and assigned to the NYCDOE from

August 15, 2007, to the date of judgment that have the need or chooses to express milk during work hours. The Plaintiff alleges that NYCDOE co-workers, supervisors, managers and/or executives have engaged in a pattern or practice of pregnancy discrimination against female employees including treating nursing mothers differently from similarly-situated non-nursing employees that resulted in unequal and adverse treatment, regularly failing to make reasonable accommodations for nursing mothers that required medically necessary absences, and implementing discretionary, subjective protocols and treatment that disfavors nursing mothers and their need or choice to express milk during work hours. The Plaintiff claims that she and Class members were also subjected to hostility, ridicule, special rules, strict scrutiny and retaliatory actions including denying denial of reasonable accommodations, refusing to participate in the cooperative dialogue surrounding an accommodation request.

New York City Department of Education is the department of the government of New York City that manages the city's public school system. [BN]

The Plaintiff is represented by:

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OCEAN CC: Banegas Sues over Failure to Pay Overtime Wages

The case, LESLY P. BANEGAS, and other similarly situated individuals, Plaintiff v. OCEAN CC, LLC d/b/a FORTE DEI MARMI, Defendant, Case No. 1:20-cv-21644-XXXX (S.D. Fla., April 20, 2020) arises from Defendant's alleged willful violations of the Fair Labor Standards Act.

Plaintiff was employed by Defendant as a full-time, non-exempted, salaried Pastry cook from approximately July 1, 2019 to March 15, 2019.

According to the complaint, Plaintiff always worked more than 40 hours in a week period and was paid for all hours worked at her regular rate only. Allegedly, Defendant willfully failed to pay Plaintiff overtime hours at the rate of time and one-half her regular rate for every hour that she worked in excess of forty.

The complaint claims that Defendant also failed to maintain accurate time records of hours worked by Plaintiff and other

employees and never posted any notice to inform employees of their federal rights to overtime and minimum wage payments.

Plaintiff seeks to recover unpaid overtime compensation, liquidated damages, attorneys' fees and costs of suit.

Ocean CC d/b/a Forte Dei Marmi is a restaurant. [BN]

The Plaintiff is represented by:

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OSL RETAIL: Fails to Properly Pay Overtime Wages, Sawyer Claims

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PATRICK LAMONT SAWYER, individually and on behalf of all other plaintiffs similarly situated, Plaintiff v. OSL RETAIL SERVICES CORP., Defendant, Case No. 1:20-cv-02442 (N.D. Ill., April 21, 2020) is a class and collective action complaint brought against

Defendant for its alleged willful violations of the Fair Labor Standards Act and the Illinois Minimum Wage Law.

Plaintiff was employed by Defendant as a salesperson for the past three years and was stationed in a Walmart store in Illinois to assist in the Defendant's marking of cellular-related products.

According to the complaint, Plaintiff and other similarly situated current and former employees regularly worked over 40 hours per week, but Defendant did not fully paid their overtime hours at one and one-half times their regular rate of pay.

Plaintiff claims that for the pay periods of 9/26/19 to 10/12/19 and 11/24/19 to 12/7/19, Defendant did not pay him one and one-half times of his regular rate of pay for all hours worked in excess of forty in an individual work week.

OSL Retail Services Corp. sells cellular telephone-related products throughout the U.S. and Canada and operates on behalf of Walmart, Lowes, Huawei, Mastercard, DirectTV, and other well-known companies. [BN]

The Plaintiff is represented by:

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PARKING REIT: Bid to Dismiss SIPDA Class Action Pending

The Parking REIT, Inc. said in its Form 10-K report filed with the U.S. Securities and Exchange Commission for the fiscal year ended December 31, 2019, that the Company and its Board of Directors are seeking dismissal of an Amended Complaint in the class action suit initiated by SIPDA Revocable Trust ("SIPDA").

On March 12, 2019, stockholder SIPDA Revocable Trust ("SIPDA") filed a purported class action complaint in the United States District Court for the District of Nevada, against the Company and certain of its current and former officers and directors.

SIPDA filed an Amended Complaint on October 11, 2019. The Amended Complaint purports to assert class action claims on behalf of all public shareholders of the Company and MVP I between August 11,

2017 and April 1, 2019 in connection with the (i) August 2017 proxy statements filed with the SEC to obtain shareholder approval for the merger of the Company and MVP I (the "proxy statements"), and (ii) August 2018 proxy statement filed with the SEC to solicit proxies for the election of certain directors (the "2018 proxy statement").

The Amended Complaint alleges, among other things, that the 2017 proxy statements failed to disclose that two major reasons for the merger and certain charter amendments implemented in connection therewith were (i) to facilitate the execution of an amended advisory agreement that allegedly was designed to benefit Mr. Shustek financially in the event of an internalization and (ii) to give Mr. Shustek the ability to cause the Company to internalize based on terms set forth in the amended advisory agreement.

The Amended Complaint further alleges, among other things, that the 2018 proxy statement failed to disclose the Company's purported plan to internalize its management function.

The Amended Complaint alleges, among other things, (i) that all defendants violated Section 14(a) of the Exchange Act and Rule 14a-9 promulgated thereunder, by disseminating proxy statements that allegedly contain false and misleading statements or omit to state material facts; (ii) that the director defendants violated

Section 20(a) of the Exchange Act; and (iii) that the director defendants breached their fiduciary duties to the members of the class and to the Company.

The Amended Complaint seeks, among other things, unspecified damages; declaratory relief; and the payment of reasonable attorneys' fees, accountants' and experts' fees, costs and expenses.

On June 13, 2019, the court granted SIPDA's motion for Appointment as Lead Plaintiff. The litigation is still at a preliminary stage.

On January 9, 2020, the Company and the Board of Directors moved to dismiss the Amended Complaint.

The Parking REIT said, "The Company and the Board of Directors have reviewed the allegations in the Amended Complaint and believe the claims asserted against them in the Amended Complaint are without merit and intend to vigorously defend this action."

The Parking REIT, Inc., formerly known as MVP REIT II, Inc., is a Maryland corporation formed on May 4, 2015 and has elected to be taxed, and has operated in a manner that will allow the Company to qualify as a real estate investment trust ("REIT") for U.S. federal

income tax purposes beginning with the taxable year ended December 31, 2017; therefore, the Company intends to continue operating as a REIT for the taxable year ended December 31, 2019. The company is based in Las Vegas, Nevada.

REALNETWORKS INC: Expects Valid Claims to Paid During Q2

RealNetworks, Inc. said in its Form 10-K report filed with the U.S. Securities and Exchange Commission on March 30, 2020, for the fiscal year ended December 31, 2019, that the company expects that valid claims related to Napster Settlement to be paid in the second quarter of 2020.

The company acquired an additional 42% stake in Napster music business on January 18, 2019 (the "Napster Acquisition"), which offers a comprehensive set of digital music products and services designed to provide consumers with broad access to digital music.

In March 2016, Napster was notified of a putative consumer class action lawsuit relating to an alleged failure to pay so-called "mechanical royalties" on behalf of the plaintiffs and "other similarly-situated holders of mechanical rights in copyrighted musical works."

On April 7, 2017, the plaintiffs and Napster agreed to settlement terms during a mediation session. The long form Settlement Agreement was executed effective on January 16, 2019.

The damages payable under the Settlement Agreement will be calculated on a claims-made basis.

In May 2019, public notice was posted about the settlement informing purported class members that they could make claims or object to the settlement, and the claims period ended on December 31, 2019.

The preliminary results show that the claimed damages are not significant, and valid claims are expected to be paid by Napster in the second quarter of 2020.

RealNetworks, Inc. provides network-delivered digital media applications and services to manage, play, and share digital media. RealNetworks, Inc. was founded in 1994 and is headquartered in Seattle, Washington.

REDBOX AUTOMATED: Appeals Ruling in Wilson TCPA Suit to 7th Cir.

Defendant Redbox Automated Retail, LLC, filed an appeal from the

District Court's decision in the lawsuit entitled Crystal Wilson v. Redbox Automated Retail, LLC, Case No. 1:19-cv-01993, in the U.S. District Court for the Northern District of Illinois, Eastern Division.

As previously reported in the Class Action Reporter, the lawsuit seeks legal and equitable remedies resulting from illegal actions of Redbox Automated Retail, LLC in transmitting unsolicited, autodialed SMS text message advertisements to her cellular telephone and the cellular telephones of numerous other consumers across the country, in violation of the federal Telephone Consumer Protection Act.

The appellate case is captioned as Crystal Wilson v. Redbox Automated Retail, LLC, Case No. 20-1678, in the United States Court of Appeals for the Seventh Circuit.[BN]

Plaintiff-Appellee CRYSTAL WILSON, individually and on behalf of all others similarly situated, is represented by:

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Defendant-Appellant REDBOX AUTOMATED RETAIL, LLC is represented by:

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REDSTONE FEDERAL CREDIT: Leslie Files Suit in Alabama

A class action lawsuit has been filed against Redstone Federal Credit Union. The case is styled as Heather Leslie, on behalf of herself and all others similarly situated, Plaintiff v. Redstone Federal Credit Union, Defendant, Case No. 5:20-cv-00629-HNJ (N.D. Ala., May 5, 2020).

The docket of the case states the nature of suit as Banks and Banking filed pursuant to a Federal Question.

Redstone Federal Credit Union (or RFCU) is a federally chartered

credit union based in Huntsville, Alabama.[BN]

The Plaintiff is represented by:

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RELIANCE WORLDWIDE: Montag Class Suit Removed to S.D. Florida

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The class action lawsuit captioned as KRISTEN MONTAG and WARREN KUIPER, individually and on behalf of others similarly situated v. RELIANCE WORLDWIDE CORPORATION, a Delaware Corporation and HOME DEPOT USA, INC., a Delaware Corporation (Filed Jan. 23, 2020), was removed from the Florida Circuit Court in and for Palm Beach County to the U.S. District Court for the Southern District of Florida on April 29, 2020.

The Southern District of Florida Court Clerk assigned Case No. 9:20-cv-80714-XXXX to the proceeding.

The Plaintiffs seek monetary damages and disgorgement of the Defendants' profits, alleging that RWC's website states it has sold "more than 550 million [SharkBite] connections" and that "more than 1.5 million [SharkBite] connections are made every week." SharkBite

water heater connectors currently sold at Home Depot range in price from approximately $11.00 to $30.00. According to Plaintiffs' allegations, RWC's 2018 sales revenue in the Americas was $559.7 million and 2018 worldwide sales revenue was $769.4 million.

RWC is a global provider of water control systems and plumbing solutions for domestic, commercial and industrial applications.[BN]

Defendant RWC is represented by:

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Eva M. Spahn, Esq.

Robert S. Galbo, Esq.

elisa H. Baca, Esq.

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ROADRUNNER TRANS: Gomez Class Action Ongoing

Roadrunner Transportation Systems, Inc. said in its Form 10-K report filed with the U.S. Securities and Exchange Commission for the fiscal year ended December 31, 2019, that the company continues to defend a class action suit initiated by Fernando Gomez.

In December 2018, a class action lawsuit was brought against the Company in the Superior Court of the State of California by Fernando Gomez, on behalf of himself and other similarly situated persons, alleging violation of California labor laws.

The Company intends to vigorously defend against such claims; however, there can be no assurance that it will be able to prevail.

Roadrunner said, "In light of the relatively early stage of the proceedings, the Company is unable to predict the potential costs or range of costs at this time."

Roadrunner Transportation Systems, Inc. provides asset-right

transportation and asset-light logistics services. The company operates through three segments: Truckload & Express Services (TES), Less-than-Truckload (LTL), and Ascent Global Logistics. Roadrunner Transportation Systems, Inc. is headquartered in Downers Grove, Illinois.

ROADRUNNER TRANS: Settlements in Kent Class Suit All Paid Up

Roadrunner Transportation Systems, Inc. said in its Form 10-K report filed with the U.S. Securities and Exchange Commission for the fiscal year ended December 31, 2019, that all settlements have been paid in the class action suit entitled, Kent v. Stoelting et al.

On June 28, 2017, Jesse Kent filed a complaint alleging derivative claims on the company's behalf and class action claims in the United States District Court for the Eastern District of Wisconsin.

On December 22, 2017, Chester County Employees Retirement Fund filed a complaint alleging derivative claims on the company's behalf in the United States District Court for the Eastern District of Wisconsin.

On March 21, 2018, the Court entered an order consolidating the Kent and Chester County actions under the caption Kent v. Stoelting et al (Case No. 17-cv-00893) (the "Federal Derivative Action").

On March 28, 2018, plaintiffs filed their Verified Consolidated Shareholder Derivative Complaint alleging claims on behalf of us against Peter Armbruster, Mark DiBlasi, Scott Dobak, Christopher Doerr, Ivor Evans, Brian van Helden, John Kennedy III, Ralph Kittle, Brian Murray, Scott Rued, James Staley, Curtis Stoelting, William Urkiel, Chad Utrup, Judith Vijums, and Michael Ward.

The Complaint asserted claims arising out of the company's January 2017 announcement that it would be restating its prior period financial statements. The Complaint sought monetary damages, improvements to our corporate governance and internal procedures, an accounting from defendants of the damages allegedly caused by them and the improper amounts the defendants allegedly obtained, and punitive damages.

On March 28, 2019, the parties entered into a Stipulation of Settlement, which provides for certain corporate governance changes and a $6.9 million payment, $4.8 million of which will be paid by our D&O carriers into an escrow account to be used by the company to settle the class action described above and $2.1 million of which will be paid by the company's D&O carriers to cover

plaintiffs attorney's fees and expenses.

On September 26, 2019, the Court entered an Order finally approving the settlement and a final judgment. All settlements have been paid.

Roadrunner Transportation Systems, Inc. provides asset-right transportation and asset-light logistics services. The company operates through three segments: Truckload & Express Services (TES), Less-than-Truckload (LTL), and Ascent Global Logistics. Roadrunner Transportation Systems, Inc. is headquartered in Downers Grove, Illinois.

ROYAL CARIBBEAN: Fails to Shield Crew From COVID-19, Molchun Says

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Mykola Molchun, on his own behalf and on behalf of all other similarly situated crew members working aboard ROYAL CARIBBEAN CRUISES vessels v. ROYAL CARIBBEAN CRUISES LTD., Case No. 1:20-cv-21792-UU (S.D. Fla., April 30, 2020), is brought to deal with the Defendant's careless and continuous failure to protect its crew members assigned to work aboard the vessels from COVID-19.

The Plaintiff alleges that the Defendant failed to protect its crew

despite RCCL having prior notice pertaining to the dangerous conditions and/or explosive contagiousness associated with COVID-19 aboard its vessels from previous passengers, crew members and/or other invitees (e.g., independent contractors) RCCL allowed aboard the vessels and/or actively granted access to same.

Despite having notice that COVID-19 was and/or likely was present aboard the vessels, RCCL glaringly failed to follow even the most basic safety precautions after acquiring such notice, such as timely quarantining crew members stationed aboard the vessels, timely providing crew members stationed aboard the vessels masks and/or timely requiring them to observe social distancing measures aboard the vessels, according to the complaint. Instead, in an alarming lack of caution, RCCL threw St. Patrick's Day (March 17, 2020) parties for its crew members aboard the vessels--with over 1,000 crew members in attendance--even when RCCL suspended future cruise operations for passengers on March 13, 2020. Thereafter, RCCL continued to allow its crew members to eat in buffet settings aboard the vessels, and mandated their participation in shipboard drills. RCCL's egregious failure to protect its employees has already resulted in hundreds of positive COVID-19 cases and what is more likely thousands given that there is limited testing being done on its ships.

As a result of its careless conduct, RCCL negligently exposed

and/or is currently exposing thousands of its crew members to COVID-19, the Plaintiff contends. Such harm includes these crew members suffering from lung injuries caused by COVID-19 and/or permanently reduced lung capacity, complications and/or further injury/ies caused by contracting COVID-19 in conjunction with pre-existing illness and/or medical conditions and/or death, says the complaint.

The Plaintiff is a citizen of Ukraine.

Royal Caribbean Cruises Ltd. is a foreign entity which conducts its business from its principal place of business in Miami, Florida.[BN]

The Plaintiff is represented by:

Jason R. Margulies, Esq.

Michael A. Winkleman, Esq.

Jacqueline Garcell, Esq.

L. Alex Perez, Esq.

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RUTGERS: Rocchio Sues Over Failure to Refund Tuition and Fees

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Kari Rocchio, individually and on behalf of all others similarly situated v. RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY, Case No. 12:20-cv-05390 (D.N.J., April 30, 2020), is brought on behalf of all people, who paid tuition and fees for the Spring 2020 academic semester at the Rutgers, and who, because of the Defendant's response to the Novel Coronavirus Disease 2019 pandemic, lost the benefit of the education for which they paid, and/or the educational and related services and facilities for which they paid, without having their tuition and fees refunded to them.

On March 10, 2020, via letter from University President Robert Barchi, announced that because of the global COVID-19 pandemic, beginning Thursday, March 12, through the end of spring break on March 22, 2020, all classes are cancelled. When classes resume on March 23, they would be held remotely. Thus, Rutgers has not held any in-person classes since March 11, 2020. Classes that have

continued have only been offered in an online format, with no in-person instruction.

As a result of the closure of the Defendant's facilities, the Defendant has not delivered the educational services, facilities, access and/or opportunities that Ms. Cheung and the putative class contracted and paid for, according to the complaint. The online learning options being offered to Rutgers students are subpar in practically every aspect, from the lack of facilities, materials, and access to faculty. Students have been deprived of the opportunity for collaborative learning and in-person dialogue, feedback, and critique. The remote learning options are in no way the equivalent of the in-person education that the Plaintiff and the putative class members contracted and paid for. Nonetheless, Rutgers has not refunded any tuition or fees for the Spring 2020 semester.

The Plaintiff contends that she is, therefore, entitled to a refund of tuition and fees for in-person educational services, facilities, access and/or opportunities that the Defendant has not provided. Even if the Defendant did not have a choice in cancelling in-person classes, it nevertheless has improperly retained funds for services it is not providing, says the complaint.

Ms. Rocchio is the parent of an undergraduate student at Rutgers.

Ms. Rocchio's son is pursuing a degree in Supply Chain Management.

Rutgers is New Jersey's largest university, with an enrollment of over 68,000 students. Rutgers operates three New Jersey campuses in New Brunwick, Newark, and Camden.[BN]

The Plaintiff is represented by:

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SCWORX CORP: Yannes Sues Over Drop in Market Value of Securities

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Daniel Yannes, Individually and On Behalf of All Others Similarly Situated v. SCWORX CORP., and MARC S. SCHESSEL, Case No. 1:20-cv-03349 (S.D.N.Y., April 29, 2020), is brought to pursue claims against the Defendants under the Securities Exchange Act of 1934 arising from the precipitous decline in the market value of the Company's securities.

On April 13, 2020, before the market opened, SCWorx announced that it had received a committed purchase order of two million COVID-19 rapid testing kits, "with provision for additional weekly orders of 2 million units for 23 weeks, valued at $35M per week." On this news, the Company's share price increased by $9.77, to close at $12.02 per share on April 13, 2020.

On April 17, 2020, Hindenburg Research issued a report doubting the validity of the deal, calling it "completely bogus." According to Hindenburg Research, the Covid-19 test supplier that SCWorx is

buying from, Promedical, has a Chief Executive Officer "who formerly ran another business accused of defrauding its investors and customers" and "was also alleged to have falsified his medical credentials," Promedical claimed to the FDA and regulators in Australia to be offering COVID-19 test kits manufactured by Wondfo, but "Wondfo put out a press release days ago stating that Promedical 'fraudulently mispresented themselves' as sellers of its Covid-19 tests and disavowed any relationship," and the buyer that SCWorx claimed to have lined up does not appear to be "capable of handling hundreds of millions of dollars in orders."

On this news, the Company's share price fell $1.19, or more than 17%, over three consecutive trading sessions to close at $5.76 per share on April 21, 2020, on unusually heavy trading volume. On April 22, 2020, the SEC halted trading of the Company's stock. As of the filing of this complaint, trading remains halted.

The Plaintiff contends that the Defendants made materially false and/or misleading statements, as well as failed to disclose material adverse facts about the Company's business, operations, and prospects. Specifically, the Defendants failed to disclose to investors: (1) that SCWorx's supplier for COVID-19 tests had previously misrepresented its operations; (2) that SCWorx's buyer was a small company that was unlikely to adequately support the purported volume of orders for COVID-19 tests; (3) that, as a

result, the Company's purchase order for COVID-19 tests had been overstated or entirely fabricated; and (4) that, as a result, the Defendants' positive statements about the Company's business, operations, and prospects, were materially misleading and/or lacked a reasonable basis.

As a result of the Defendants' wrongful acts and omissions, and the precipitous decline in the market value of the Company's securities, the Plaintiff and other Class members have suffered significant losses and damages, says the complaint.

The Plaintiff purchased SCWorx securities during the Class Period.

SCWorx provides data content and services related to the repair, normalization and interoperability of information for healthcare providers.[BN]

The Plaintiffs are represented by:

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SECOND ROUND: Bolden Calls Debt Collection Letter "Deceptive"

TWANNA BOLDEN, individually and on behalf of all others similarly situated, Plaintiff v. SECOND ROUND, L.P., Defendant, Case No. 1:20-cv-00431-LY (W.D. Tex., April 22, 2020) is a class action complaint brought against Defendant for its alleged violation of the Fair Debt Collection Practices Act.

Plaintiff is allegedly obligated to pay a debt.

According to the complaint, Defendant contacted Plaintiff by letter dated December 5, 2019 in an effort to collect an alleged debt. However, the letter contained no statement pertaining to Plaintiff's rights following the credit reporting statement; and failed to advise that the credit reporting statement does not override the Plaintiff's right to dispute the alleged debt and to request the name and address of the original creditor.

The complaint asserts that because the letter is open to more than one reasonable interpretation and is reasonably susceptible to an inaccurate reading by the least sophisticated consumer, the letter violates 15 U.S.C. Section 1692e.

Second Round, L.P. regularly collects or attempts to collect debts asserted to be owed to others. [BN]

The Plaintiff is represented by:

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SENTINEL INSURANCE: Kim Sues to Ensure Benefits for Policyholders

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Lina Kim, DDS, P.S., individually and on behalf of all others similarly situated v. SENTINEL INSURANCE COMPANY, LIMITED, Case No. 2:20-cv-00657 (W.D. Wash., April 30, 2020), is brought against the Defendant to ensure that the Plaintiff and other similarly-situated policyholders receive the insurance benefits to which they are entitled and for which they paid.

Due to COVID-19 and a state-ordered mandated closure, the Plaintiff cannot provide dental services, according to the complaint. The Plaintiff intended to rely on its business insurance to keep its business as a going concern. The Defendant issued one or more insurance policies to the Plaintiff, including Spectrum Business Owners Policy and related endorsements, insuring the Plaintiff's

property and business practice and other coverages, with effective dates of November 18, 2019, to November 18, 2020.

The Defendant's insurance policy issued to the Plaintiff promises to pay the Plaintiff for "direct physical loss of or physical damage to" covered property. The Defendant's insurance policy issued to the Plaintiff includes Business Income Coverage, Extra Expense Coverage, Extended Business Income Coverage and Civil Authority Coverage. The Plaintiff paid all premiums for the coverage when due.

The Plaintiff alleges that its property sustained direct physical loss and/or damages related to COVID-19 and/or the proclamations and orders. The Plaintiff's property will continue to sustain direct physical loss or damage covered by the Sentinel policy or policies, including but not limited to business interruption, extra expense, interruption by civil authority, and other expenses. The Plaintiff's property cannot be used for its intended purposes. As a result, the Plaintiff has experienced and will experience loss covered by the Sentinel policy or policies. The Defendant has denied or will deny all similar claims for coverage, says the complaint.

Lina Kim, DDS, P.S., is a dental business with locations at Seattle, Washington.

Sentinel Insurance Company, Limited, is an insurance carrier incorporated and domiciled in Connecticut, with its principal place of business in Hartford Connecticut.[BN]

The Plaintiff is represented by:

Amy Williams Derry, Esq.

Lynn L. Sarko, Esq.

Ian S. Birk, Esq.

Gretchen Freeman Cappio, Esq.

Irene M. Hecht, Esq.

Maureen Falecki, Esq.

Nathan L. Nanfelt, Esq.

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SEQUANS COMMUNICATIONS: Mediation Ongoing in Consolidated Suit

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Sequans Communications S.A. said in its Form 20-F report filed with the U.S. Securities and Exchange Commission for the fiscal year ended December 31, 2019, that mediation is ongoing in the consolidated securities class action suit.

In August 2017, two securities class action lawsuits were filed, which were consolidated into a single lawsuit in September 2017, alleging violations of the U.S. federal securities laws by the Company, the Company's President and CEO, and the Company's Chief Financial Officer.

The plaintiffs asserted claims primarily based on purported misrepresentations regarding Sequans' revenue recognition policy in its Annual Reports on Form 20-F for the fiscal years ended 2015 and 2016. In particular, plaintiffs claim that an August 1, 2017 press release, in which the Company disclosed a $740,000 reduction in previously-recognized revenue, indicated that representations in earlier public disclosures regarding revenue were false or misleading.

An amended complaint was filed in April 2018, and the Company and the individual defendants subsequently filed a motion to dismiss. On September 30, 2019, the Court issued a decision dismissing the claims against the Company's CFO, but permitting the claims against the Company and the Company's CEO to proceed. The action is presently in the initial stages of fact discovery, and the parties have agreed to a second mediation session in the latter half of March 2020.

The Company intends to vigorously defend against this lawsuit.

Sequans said, "At this time, the Company is unable to estimate the ultimate outcome of this legal matter and its impact on us."

Sequans Communications S.A., together with its subsidiaries,

engages in fabless designing, developing, and supplying 4G LTE semiconductor solutions for wireless broadband and Internet of Things applications. Sequans Communications S.A. was founded in 2003 and is headquartered in Paris, France.

SHOWNTAIL THE LEGEND: Entertainers Hit Unpaid Overtime, Tip Credit

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Kenyatta Clay, Shenique Ray and Sarah X, individually and on behalf of all others similarly situated, Plaintiffs, v. Showntail The Legend LLC and Cedric Jones, Defendant, Case No. 20-cv-00124, (N.D. Fla., April 22, 2020), seeks to recover unpaid wages, unpaid overtime wages, house fees, and for remedies for violations of the Fair Labor Standards Act, including liquidated damages, attorney's fees, interest and court costs.

Showntail The Legend operates an adult-themed nightclub and lounge located in Panama City Beach where Plaintiffs worked as adult entertainers. They claim to be misclassified as independent contractors, denied overtime pay and had their tips illegally deducted. [BN]

Plaintiffs are represented by:

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SOCIETY INSURANCE: JDS 1455 Sues Over Denied Insurance Coverage

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The case, JDS 1455, INC. d/b/a WEST ON NORTH, individually and on behalf of all others similarly-situated v. SOCIETY INSURANCE, Defendant, Case No. 1:20-cv-02546 (N.D. Ill., April 24, 2020), alleges that the Defendant refused to pay for direct physical loss of or damage incurred by the Plaintiff following the interruption of its business operations as a result of the COVID-19 pandemic.

On or about March 23, 2020, the Plaintiff made a claim for coverage pursuant to the terms and conditions of a Business Owners Policy but the Defendant denied Plaintiff's and Class members' claim for coverage for all COVID-19 related losses. The Plaintiff claims that the policy's Civil Authority coverage included coverage for loss of business income and extra expense. The policy does not exclude viruses and therefore, the Defendant should cover losses caused by viruses, such as COVID-19.

JDS 1455, Inc. is a restaurant and bar operator under the name West on North, with principal place of business located at 2509 W. North Ave., Chicago, Illinois.

Society Insurance is a mutual insurance company organized under the laws of the State of Wisconsin, with its principal place of business in Fond du Lac, Wisconsin. [BN]

The Plaintiff is represented by:

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SONTAG & HYMAN: Ofori et al Sue over Confusing Collection Letters

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NIESHA S. OFORI and DZIDEDI OFORI, individually and on behalf of all others similarly situated, Plaintiffs v. SONTAG & HYMAN, P.C., Defendant, Case No. 1:20-cv-01882 (E.D.N.Y., April 22, 2020) is a class action complaint brought against Defendant for its alleged violation of the Fair Debt Collection Practices Act.

Plaintiffs are allegedly obligated to pay a debt in default that was assigned or otherwise transferred to Defendant for collection.

According to the complaint, Defendant contacted Plaintiffs by letters, the 30-Day Letter and the 14-Day Letter which are both dated December 10, 2019, in an attempt to collect the alleged debt in default. The 30-Day Letter provides Plaintiffs 30-days to dispute the alleged Debt. However, the 14-Day Letter gave Plaintiffs only 14-days to pay the alleged debt under the threat of eviction.

The complaint asserts that both letters failed to explain that the demand for payment within 14 days does not override Plaintiffs' rights to dispute the alleged debt and to seek validation of the alleged debt. Also, the 30-Day Letter makes no mention of the 14-Day Letter and likewise with the 14-Day Letter.

Sontag & Hyman, P.C. is a debt collector. [BN]

The Plaintiffs are represented by:

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SPIRIT AIRLINES: Boucher Sues Over Shelved Flight, Seeks Refund

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Lisa Boucher, an individual person on behalf of herself and all others similarly situated, Plaintiff, v. Spirit Airlines, Inc., Defendant, Case No. 20-cv-60829, (S.D. Fla., April 22, 2020), seeks a full cash refund, an award of reasonable attorney's fees and costs and such other and further relief resulting from unjust enrichment, fraud and breach of contract.

Spirit is a low-cost airline among the largest airlines in the United States. Its business was disrupted as a result of government-mandated restrictions on travel in response to the COVID19 pandemic.

Boucher was scheduled to fly with Spirit on a round trip from Hartford, Connecticut to Fort Lauderdale, Florida on March 19, 2020, and a return flight on March 23, 2020. However, the flight was cancelled by Spirit due to the coronavirus so she requested a refund. She alleged that Spirit was only issuing credits for the flight cancellations, not cash refunds. [BN]

Plaintiff is represented by:

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SPRINGVILLE PARTNERS: Benitez Slams Autodialed Telemarketing Calls

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Mariano Benitez and Keith Hobbs, individually and on behalf of all others similarly situated, Plaintiff, v. Springville Partners LLC, Defendant, Case No. 20-cv-01870 (E.D. N.Y., April 21, 2020), seeks statutory and treble damages, injunctive relief, compensation and attorney fees for violation of the Telephone Consumer Protection Act of 1991.

Springville is a financial services company. In an effort to effectuate their business, they aggressively promote its business. To generate leads for its financial products, it conducted a wide-scale telemarketing campaign. Plaintiffs claim that they received autodialed calls that initially put them on hold then transferred the call to a telemarketer offering loans. [BN]

Plaintiff is represented by:

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SQE DELIVERY: Hasrouni Seeks OT Pay for Delivery Drivers

NAIM HASROUNI, individually and on behalf of all others

similarly-situated, Plaintiff v. SQE DELIVERY LLC, Defendant, Case

No. 1:20-cv-00897 (N.D. Ohio, April 24, 2020) is a class action against the Defendant for violations of the Fair Labor Standards Act, the Ohio Constitution, the Ohio overtime compensation statute, and Ohio's Prompt Pay Act.

The Plaintiff, on behalf of himself and on behalf of all others similarly-situated individuals who worked for the Defendant as hourly, non-exempt transportation drivers, alleges that the Defendant failed to compensate them for all hours worked in excess of 40 in a workweek and engaged in a practice of automatically deducting a lunch break on days were such a break was not taken.

The Plaintiff has been employed by Defendant since February 2020 as a delivery driver.

SQE Delivery, Inc. is a transportation business that provides delivery services throughout Ohio, including in Cuyahoga County. [BN]

The Plaintiff is represented by:

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SYNERGY INSPECTIONS: Bengtson Suit Seeks Unpaid Overtime Wages

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Gregory Bengtson, individually and on behalf of all others similarly situated, Plaintiff, v. Synergy Inspections LLC, Defendant, Case No. 20-cv-00575 (W.D. Pa., April 21, 2020), seeks to recover unpaid overtime and other damages under the Fair Labor Standards Act.

Synergy provides natural gas pipeline inspection services for gathering, transmission and distribution project in the Appalachian Basin. Bengtson worked for Synergy as an inspector from April 2018

to November 2018. He claims to be paid a day-rate basis without paid overtime for the hours they worked in excess of 40 hours each week. [BN]

Plaintiff is represented by:

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SYNERGY INSPECTIONS: Bengtson Suit Seeks Unpaid Overtime Wages

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Gregory Bengtson, individually and on behalf of all others similarly situated, Plaintiff v. Synergy Inspections LLC, Defendant, Case No. 20-cv-00575 (W.D. Pa., April 21, 2020), seeks to recover unpaid overtime and other damages under the Fair Labor Standards Act.

Synergy provides natural gas pipeline inspection services for gathering, transmission and distribution project in the Appalachian Basin. Bengtson worked for Synergy as an inspector from April 2018

to November 2018. He claims to be paid a day-rate basis without paid overtime for the hours they worked in excess of 40 hours each week. [BN]

Plaintiff is represented by:

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TEXAS: Fifth Circuit Appeal Filed in Valentine Civil Rights Suit

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Defendants Bryan Collier, the executive director of Texas Department of Criminal Justice, et al., filed an appeal from a Court ruling in the lawsuit titled LADDY CURTIS VALENTINE and RICHARD ELVIN KING, individually and on behalf of those similarly situated v. BRYAN COLLIER, in his official capacity, ROBERT HERRERA, in his official capacity, and TEXAS DEPARTMENT OF CRIMINAL JUSTICE, Case No. 4:20-CV-1115, in the U.S. District Court for the Southern District of Texas, Houston.

As previously reported in the Class Action Reporter, the lawsuit arises from the Defendants' willful and/or deliberately indifferent and discriminatory conduct in failing to protect inmates housed in the Wallace Pack Unit, who face a high risk of severe illness from exposure to Coronavirus Disease 2019 or COVID-19.

This case is about the Texas Department of Criminal Justice's ("TDCJ") failure to take proper measures to prevent transmission of COVID-19 to some of its most vulnerable inmates. The named Plaintiffs and the classes they seek to represent are currently incarcerated at TDCJ's Pack Unit in unincorporated Grimes County, Texas. Prisons are an ideal breeding ground for COVID-19. The Centers for Disease Control and Prevention warns that prisons are particularly susceptible to the spread of COVID-19 due to the high population density of inmates, and the tight, confined environment.

The Plaintiffs contend that despite the ticking time bomb that COVID-19 represents, TDCJ has failed to implement necessary or even adequate policies and practices at the Pack Unit. The Plaintiffs say they have been denied proper and equal access to vital preventative measures to avoid the transmission of COVID-19, in violation of federal law and the United States Constitution.

The appellate case is captioned as Laddy Valentine, et al. v. Bryan

Collier, et al., Case No. 20-20207, in the U.S. Court of Appeals for the Fifth Circuit.[BN]

Plaintiffs-Appellees LADDY CURTIS VALENTINE and RICHARD ELVIN KING are represented by:

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Defendants-Appellants BRYAN COLLIER, ROBERT HERRERA and TEXAS DEPARTMENT OF CRIMINAL JUSTICE, are represented by:

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Jason R. LaFond, Esq.

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TIKTOK INC: P.S. Sues Over Unauthorized Use of Biometric Info

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P.S., a minor, by and through her Guardian, Cherise Slate, and M.T.W., a minor, by and through her Guardian, Brenda Washington, individually and on behalf of all others similarly situated v. TIKTOK, INC., a corporation, and BYTEDANCE, INC., a corporation, Case No. 3:20-cv-02992 (N.D. Cal., April 30, 2020), is brought to enjoin Defendants' continued violation of the Illinois Biometric Information Privacy Act and to recover statutory damages for the Defendants' unauthorized collection, capture, receipt, storage, and/or use of biometric information belonging to TikTok App users in Illinois.

The App's playful features belie the Defendants' reliance on users' private, biometric information, according to the complaint. The App

scans a user's facial geometry before running an algorithm to determine the user's age. The App also uses facial scans to allow users to superimpose animated facial filters onto the moving faces of video subjects.

The Plaintiffs assert that the Defendants do not inform the App's users that their biometric data is being collected, captured, received, obtained, stored, and/or used by the App. Nor do the Defendants disclose what they do with that data, who has access to that data, and whether, where, and for how long that data is stored. By collecting, capturing, receiving, obtaining, storing and/or using facial scans without obtaining informed consent and by failing to make public their data use and retention policy, the Defendants violated the BIPA, says the complaint.

The Plaintiffs are minors, who began using TikTok in 2018 and 2019.

TikTok, Inc., has created one of the most popular social media networking apps in the United States.[BN]

The Plaintiffs are represented by:

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TOWER 157: Underpays Janitors & Superintendents, Peral Claims

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MIGUEL PERAL, on behalf of himself and FLSA Collective Plaintiffs, Plaintiff v. TOWER 157, LLC, BROADWAY 152 LLC, MORNINGSIDE HEIGHTS REALTY, LLC, 201 WEST 84TH STREET, LLC, GILI HABERBERG, and ROBERT SEIDEN, Defendants, Case No. 1:20-cv-03197 (S.D.N.Y., April 22, 2020) is a collective action complaint brought against Defendants for their alleged willful violations of the Fair Labor Standards

Act and the New York Labor Law.

Plaintiff was employed by Defendant as a janitor and superintendent for buildings owned by Defendants beginning in or around April 2019 and was terminated in or around January 2020.

According to the complaint, Plaintiff managed well over one hundred units and similarly worked over 40 hours per week and over 10 hours per day. But, despite frequently working more than forty hours a week from April 2019 until January 2020, Defendant never gave Plaintiff overtime pay.

The complaint claims that Defendants unlawfully failed to pay Plaintiff the proper spread of hours premium and to provide with proper wage notices or wage statements.

Gili Haberberg and Robert Seiden are owners and/or managers of the Corporate Defendants, exercise operational control to all employees including Plaintiff and FLSA Collective Plaintiffs, exercise the power to fire and hire employees, supervise and control employee work schedules and conditions of employment, and determine the rate and method of compensation of employees.

Tower 157, LLC, Broadway 152 LLC, Morningside Heights Realty, LLC, and 201 West 84th Street, LLC operate a series of buildings as a

single integrated enterprise. [BN]

The Plaintiff is represented by:

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Anne Seelig, Esq.

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TRAVELERS CASUALTY: Fox Suit Over Coverage Breach of Contract

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RYAN M. FOX, DDS, Plaintiff, v. TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA, Defendants, Case No. 2:20-cv-00598-MLP (W.D. Wash., April 21, 2020) is a class action brought by the Plaintiff to ensure that Plaintiff and other similarly-situated policyholders receive the insurance benefits from the Defendant to which they are entitled and for which they paid.

The Defendant Travelers Casualty Insurance Company of America issued one or more insurance policies to Plaintiff, including

Businessowners Property Coverage and related endorsements, insuring Plaintiff's property and business practice and other coverages, with effective dates of February 7, 2020 to February 7, 2021.

The Defendant provides Plaintiff with Business Income Coverage, Extra Expense Coverage, Extended Business Income Coverage and Civil Authority Coverage.

On or about January 2020, the United States of America saw its first cases of persons infected by COVID-19, which has been designated a worldwide pandemic. In light of this pandemic, Washington Governor Jay Inslee issued certain proclamations and orders affecting many persons and businesses in Washington, whether infected with COVID-19 or not, requiring certain public health precautions. Plaintiff's property sustained direct physical loss or damage as a result of the proclamations and orders.

The Plaintiff will soon file a written claim for her loss covered by the Policy. Upon information and belief, Travelers has denied coverage for other similarly situated policyholders and will again deny Plaintiff's claim. Plaintiff is harmed by the breach of the insurance contract by the Defendant.

Travelers Casualty Insurance Company of America, is an insurance carrier incorporated and domiciled in the State of

Connecticut.[BN]

The Plaintiff is represented by:

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Lynn L. Sarko, Esq.

Gretchen Freeman Cappio, Esq.

Irene M. Hecht, Esq.

Maureen Falecki, Esq.

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UNDER ARMOUR: Dahlin Alleges Phony Discounts

MATILDA DAHLIN, on behalf of herself and all others similarly situated, Plaintiff, vs. UNDER ARMOUR, INC., a Maryland corporation, and DOES 1-50, inclusive, Defendants, Case No. 2:20-cv-03706 (C.D. Cal., April 22, 2020) is an action brought by the Plaintiff on behalf of herself and other similarly situated consumers who have purchased one or more Under Armour-branded outlet merchandise products from the Outlets that was deceptively represented as discounted from a false advertised reference price.

The Plaintiff seeks to halt the dissemination of this false, misleading, and deceptive pricing scheme, to correct the false and misleading perception it has created in the minds of consumers, and to obtain redress for those who have purchased merchandise tainted by this deceptive pricing scheme. Plaintiff also seeks to enjoin Defendant from using false and misleading misrepresentations regarding former price comparisons in its labeling and advertising permanently.

Through its false and misleading marketing, advertising, and pricing scheme alleged herein, the Defendant violated, and continues to violate, California and federal law which prohibits the advertisement of goods for sale as discounted from former prices that are false and which prohibits the dissemination of misleading statements about the existence and amount of price reductions. Specifically, Defendant violated and continues to violate: California's Unfair Competition Law; California's False Advertising Law; the California Consumer Legal Remedies Act; and the Federal Trade Commission Act, which prohibits "unfair or deceptive acts or practices in or affecting commerce" and false advertisements.

Under Armour, Inc. is an American company that manufactures footwear, sports, and casual apparel.[BN]

The Plaintiff is represented by:

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UNITED OF OMAHA: Bentley Appeals C.D. Calif. Ruling to 9th Cir.

Plaintiff Jennifer Bentley filed an appeal from a Court ruling in the lawsuit titled Jennifer Bentley v. United of Omaha Life Insurance, Case No. 2:15-cv-07870-DMG-AJW, in the U.S. District Court for the Central District of California, Los Angeles.

As previously reported in the Class Action Reporter, the lawsuit focuses on the improper termination of life insurance policies.

The appellate case is captioned as Jennifer Bentley v. United of Omaha Life Insurance, Case No. 20-55466, in the United States Court of Appeals for the Ninth Circuit.

The cross-appeal briefing schedule is set as follows:

-- First cross appeal brief is due on August 3, 2020, for United of Omaha Life Insurance Company;

-- Second brief on cross appeal is due on September 2, 2020, for Jennifer Bentley;

-- Third brief on cross appeal is due on October 2, 2020, for

United of Omaha Life Insurance Company;

-- Optional cross appeal reply brief is due within 21 days of service of third brief on cross appeal.[BN]

Plaintiff-Appellant, JENNIFER BENTLEY, as trustee of the 2001 Bentley Family Trust, and others similarly situated, is represented by:

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UNITED STATES: Wolf Appeals Ruling in Roman Habeas Corpus Suit

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Defendants-Respondents Chad F. Wolf, et al., filed an appeal from a Court ruling in the lawsuit entitled Kelvin Hernandez Roman, et al. v. Chad Wolf, et al., Case No. 5:20-cv-00768-TJH-PVC, in the U.S. District Court for the Central District of California, Riverside.

Chad F. Wolf is the acting Secretary of Homeland Security and Under Secretary of Homeland Security for Strategy, Policy, and Plans.

The nature of suit is stated as "Habeas Corpus--Alien Detainee for Petition for Writ of Habeas Corpus."

The appellate case is captioned as Kelvin Hernandez Roman, et al. v. Chad Wolf, et al., Case No. 20-55436, in the United States Court of Appeals for the Ninth Circuit.

The briefing schedule in the Appellate Case shall proceed as follows:

-- The opening brief and excerpts of record are due not later than May 22, 2020;

-- The answering brief is due June 19, 2020, or 28 days after service of the opening brief, whichever is earlier; and

-- The optional reply brief is due within 21 days after service of the answering brief.[BN]

Plaintiffs-Petitioners-Appellees KELVIN HERNANDEZ ROMAN, BEATRIZ ANDREA FORERO CHAVEZ, and MIGUEL AGUILAR ESTRADA, on behalf of themselves and all others similarly situated, are represented by:

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Defendants-Respondents-Appellants CHAD F. WOLF, Secretary, U.S.

Department of Homeland Security, et al., are represented by:

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VAIL RESORTS: Skiers Seek Refund Amid Closures Over COVID-19

JIM FAYDENKO, STEPHEN CONTI, CHAD HIXON, and ENYINNAYA OKWULEHIE Plaintiffs, v. VAIL RESORTS, INC. and THE VAIL CORPORATION d/b/a VAIL RESORTS MANAGEMENT COMPANY, Defendants, Case No. 1:20-cv-01134 (D. Colo., April 22, 2020) is a class action suit brought by the Plaintiffs on behalf of themselves and all others similarly situated to seek redress for Defendants' refusal to refund fees after it closed all of its North American ski resorts, well short of the promised duration of the ski season due to the spread of COVID-19.

According to the complaint, the Defendants collected fees from skiers, snowboarders, and others, but then deprived them of the promised "unlimited skiing and snowboarding" from October 2019 to June 2020.

The Defendants told its customers that "all season pass and Epic Day Pass products . . . are non-refundable and non-transferable to another season."

By closing all of their North American ski resorts effective March 15, 2020, Defendants deprived Plaintiffs and Class Members of over

30% of the ski and snowboard season.

Plaintiffs seek relief for themselves and all Class Members for Defendants' breach of contract, breach of express warranties, negligent misrepresentation, and unjust enrichment, as well as violations of state consumer protection statutes.

Vail Resorts, Inc. operates 37 destination mountain resorts and regional ski areas, 34 of which are located in North America.

The Vail Corporation d/b/a Vail Resorts Management Company is a wholly-owned subsidiary of Vail Resorts, Inc.[BN]

The Plaintiffs are represented by:

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Alec C. Sherod , Esq.

Michael R. Cashman, Esq.

Gregory S. Otsuka, Esq.

Daniel K. Asiedu, Esq.

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VENUS CONCEPT: Class Suit over IPO Underway

Venus Concept Inc. said in its Form 10-K report filed with the U.S. Securities and Exchange Commission for the fiscal year ended December 31, 2019, that a hearing on the company's demurrer is currently scheduled for May 8, 2020, in the consolidated class action suit pending before the Superior Court of the State of California, County of San Mateo

Between May 23, 2018 and June 11, 2019, four putative shareholder class actions complaints were filed against the company, certain of its former officers and directors, certain of its venture capital investors, and the underwriters of the company's initial public offering (IPO).

Two of these complaints, Wong v. Restoration Robotics, Inc., et al., No. 18CIV02609, and Li v. Restoration Robotics, Inc., et al., No. 19CIV08173 (together, the "State Actions"), were filed in the Superior Court of the State of California, County of San Mateo, and assert claims under Sections 11, 12(a)(2) and 15 of the Securities Act of 1933, or the Securities Act.

The other two complaints, Guerrini v. Restoration Robotics, Inc.,

et al., No. 5:18-cv-03712-EJD and Yzeiraj v. Restoration Robotics, Inc., et al., No. 5:18-cv-03883-BLF (together, the "Federal Actions"), were filed in the United States District Court for the Northern District of California, and assert claims under Sections 11 and 15 of the Securities Act.

The complaints all allege, among other things, that the company's Registration Statement filed with the SEC on September 1, 2017 and the Prospectus filed with the SEC on October 13, 2017 in connection with the company's IPO were inaccurate and misleading, contained untrue statements of material facts, omitted to state other facts necessary to make the statements made not misleading and omitted to state material facts required to be stated therein.

The complaints seek unspecified monetary damages, other equitable relief and attorneys' fees and costs.

In the State Actions, the company, along with the other defendants, successfully demurred to the initial Wong complaint for failure to state a claim, and secured a stay of both cases based on the forum selection clause contained in our Amended and Restated Certificate of Incorporation, which designates the federal district courts as the exclusive forums for claims arising under the Securities Act.

However, on December 19, 2018, the Delaware Court of Chancery in Sciabacucchi v. Salzberg held that exclusive federal forum provisions are invalid under Delaware law. Under this ruling, the San Mateo Superior Court lifted its stay of State Actions on December 10, 2019.

On January 17, 2020, Plaintiffs in the State Actions filed a consolidated amended complaint for violations of federal securities laws, alleging again that, among other things, the company's Registration Statement filed with the SEC on September 1, 2017 and the Prospectus filed with the SEC on October 13, 2017 in connection with the company's IPO were inaccurate and misleading, contained untrue statements of material fact, omitted to state other facts necessary to make the statements made not misleading and omitted to state material facts required to be stated therein.

The complaint seeks unspecified monetary damages, other equitable relief and attorneys' fees and costs.

On February 24, 2020, the company demurred to the consolidated amended complaint for failure to state a claim. A hearing on the company's demurrer was scheduled for May 8, 2020.

On March 18, 2020, the Delaware Supreme Court reversed the Chancery Court's decision in Sciabacucchi v. Salzberg and held that

exclusive federal forum provisions are valid under Delaware law.

The Company intends to seek appropriate relief based on the Sciabacucchi decision.

In the Federal Actions, which have been consolidated under the caption In re Restoration Robotics, Inc. Securities Litigation, Case No. 5:18-cv-03712-EJD, Lead Plaintiff Eduardo Guerrini filed his consolidated amended complaint for violations of federal securities laws on November 30, 2018.

The consolidated amended complaint alleges again that, among other things, the company's Registration Statement filed with the SEC on September 1, 2017 and the Prospectus filed with the SEC on October 13, 2017 in connection with the company's IPO were inaccurate and misleading, contained untrue statements of material facts, omitted to state other facts necessary to make the statements made not misleading and omitted to state material facts required to be stated therein.

On January 29, 2019, the company, along with certain of its former officers and directors, filed a motion to dismiss the consolidated amended complaint for failure to state a claim.

On October 18, 2019, the District Court granted the company's

motion to dismiss as to all but two allegedly false or misleading statements contained in our Prospectus. On December 9, 2019, the company filed its answer to the consolidated amended complaint denying the falsity of these statements, and discovery is underway.

Venus Concept Inc., a medical technology company previously known as Restoration Robotics, Inc., develops and commercializes image-guided robotic systems in the United States and internationally. The company was founded in 2002 and is headquartered in Toronto, Ontario.

VENUS CONCEPT: Court Appoints Lead Plaintiff & Counsel in Pak Suit

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Venus Concept Inc. said in its Form 10-K report filed with the U.S. Securities and Exchange Commission for the fiscal year ended December 31, 2019, that the court in Pak v. Restoration Robotics, Inc., et al., No. 1:19-cv-02237, has appointed Joon Pak as Lead Plaintiff and approved his selection of Lead Counsel.

A putative shareholder class action complaint captioned Pak v. Restoration Robotics, Inc., et al., No. 1:19-cv-02237, was filed in the United States District Court for the District of Delaware on December 6, 2019.

The complaint alleges, among other things, that defendants violated Sections 14(a) and 20(a) of the Exchange Act and SEC Rule 14a-9.

The complaint alleges that the proxy statement filed with the SEC by Restoration Robotics on September 10, 2019 in connection with the Merger contained false or misleading information.

The complaint seeks, among other things, compensatory and/or rescissory damages, and attorneys' fees and costs.

On February 26, 2020, the District Court appointed Joon Pak as Lead Plaintiff in the Pak action, and approved his selection of Lead Counsel.

Venus siad, "We believe that these lawsuits are without merit and we intend to vigorously defend against these claims."

Venus Concept Inc., a medical technology company previously known as Restoration Robotics, Inc., develops and commercializes image-guided robotic systems in the United States and internationally. The company was founded in 2002 and is headquartered in Toronto, Ontario.

VMSB LLC: Pichs Sues to Recover Unpaid Overtime Wages Under FLSA

Mikel Pichs, and other similarly situated individuals v. VMSB, LLC d/b/a CASA CASUARINA d/b/a GIANNI'S, Case No. 1:20-cv-21800-XXXX (S.D. Fla., April 30, 2020), is brought to recover money damages for unpaid overtime wages pursuant to the Fair Labor Standards Act.

The Plaintiff worked in excess of 40 hours during one or more weeks on or after April 2017 (the "material time") without being compensated overtime wages pursuant to the FLSA, according to the complaint. Therefore, the Defendant willfully failed to pay the Plaintiff for all his overtime hours at the rate of time and one-half his regular rate for every hour that he worked in excess of 40.

The Plaintiff was employed by the Defendants as a non-exempted, full-time, restaurant employee.

Casa Casuarina is an Italian/Mediterranean restaurant located in Miami Beach, Florida.[BN]

The Plaintiff is represented by:

Zandro E. Palma, Esq.

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WATERMARK RETIREMENT: Fails to Provide Meal Periods, Alaniz Says

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EVANINA ALANIZ, individually and on behalf of all others similarly situated v. WATERMARK RETIREMENT COMMUNITIES, LLC; WATERMARK RETIREMENT COMMUNITIES, INC.; WATERMARK SERVICES, IV, LLC and DOES 1 through 20, inclusive, Case No. 20STCV16386 (Cal. Super., Los Angeles Cty., April 29, 2020), arises from the Defendants' failure to provide meal periods, to permit rest breaks, to provide accurate itemized wage statements, and to pay all wages due upon separation of employment as required by the California Labor Code.

The Plaintiff is a citizen of California and was employed by the Defendants in California.

The Defendants are in the business of providing senior residence and healthcare services.[BN]

The Plaintiff is represented by:

Samuel A. Wong, Esq.

Kashif Haque, Esq.

Jessica L. Campbell, Esq.

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WELLS FARGO: Can Compel Arbitration in Cornelius Class Suit

In the case, KELLY CAMPBELL CORNELIUS, on behalf of herself and all

others similarly situated Plaintiff, v. WELLS FARGO BANK, N.A., Defendant, Case No. 19-cv-11043 (LJL) (S.D. N.Y.), Judge Lewis J. Liman of the U.S. District Court for the Southern District of New York granted Defendant Wells Fargo's motion to compel arbitration pursuant to the Federal Arbitration Act ("FAA"), and to stay the proceedings.

On Dec. 12, 2019, Plaintiff Cornelius filed on behalf of herself and a putative class of others similarly situated a class action complaint containing claims for violation of the New York General Business Law Section 349 and breach of contract. The Plaintiff is a citizen of South Carolina and owns and operates a small restaurant in Columbia, South Carolina named Tios Mexican Cantina.

On two occasions, in April 2014 and again in October 2015, she signed lease agreements with a financing company named Northern Leasing Systems, Inc. to lease credit card processing equipment. On April 29, 2014, she leased an Ingenico iCT220 pin pad for $6,342 to be paid in 48 monthly installments of $129 plus a $150 restocking fee at the end of the lease; the Plaintiff alleges that the pin pad was worth approximately $150. On Oct. 29, 2015, she leased a Dejavoo Z8 wireless pin pad and a VeriFone P1000 power cord for $17,430 to be paid in 48 monthly installments of $360 plus a $150 restocking fee at the end of the lease; the Plaintiff

alleges the equipment was worth approximately $210 and $20, respectively. She apparently defaulted on the leases. On April 3, 2019, Northern Leasing obtained a default judgment against her in the Civil Court of New York City in the amount of $9,822.52.

On May 20, 2019, Northern Leasing served an information subpoena and retraining notice on the Defendant pursuant to N.Y. C.P.L.R. 5222(b). The restraining notice forbade the Defendant from transferring any property in which the Plaintiff has an interest, except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated or one year from the restraining notice had passed. The notice was issued from the Civil Court of the City of New York, and it is alleged that service was made on the Defendant in New York. In response to the notice, the Defendant restrained $19,483 in funds on deposit in the Plaintiff's South Carolina savings account with the Defendant.

The Plaintiff alleges that the Defendant had a financial interest in the enforcement of Northern Leasing's leases because it agreed to accept assignment of Northern Leasing's leases as a security for a loan to Northern Leasing and, pursuant to that loan, possessed held all lessor rights under these leases. She alleges that the Defendant had no legal basis for restraining her funds.

She argues that a New York court does not have jurisdiction to

seize property located in South Carolina, including bank accounts at South Carolina branches of national banks. The Plaintiff alleges that to enforce a New York judgment by seizing assets in South Carolina, Northern Leasing had to domesticate the judgment according to South Carolina law, which would have required her to be given notice and an opportunity to appear and to seek relief from a foreign judgment.

The Plaintiff argues that these facts support a claim against the Defendant: by restraining her funds based on an undomesticated foreign judgment served outside the state of South Carolina, the Defendant deprived her of the rights guaranteed to her by South Carolina law. She further alleges that the Defendant knew the restraining notice was invalid and that its enforcement was unlawful but it persisted nonetheless because of the financial interest it had in the funds by virtue of the assignment in the leases.

Northern Leasing is alleged generally to be a bad actor. In November 2018, the Attorney General of New York and the Deputy Chief Administrative Judge of the Civil Court for the City of New York filed an action to void Northern Leasing's contracts, vacate Northern Leasing's default judgments, force Northern Leasing to disgorge the fraudulently obtained money, and ultimately dissolve Northern Leasing.

Thus, the Plaintiff brings the claim not only on behalf of herself but purportedly on behalf of a class of persons or entities in the United States who (i) are or were judgment debtors of Northern Leasing, (ii) hold or held deposit accounts with the Defendant, and (iii) had funds in their Defendant accounts restrained pursuant to process for the enforcement of judgments in favor of Northern Leasing issuing from jurisdictions other than the jurisdiction in which their the Defendant accounts were located during the Class Period.

The Plaintiff brings two claims against the Defendant. First, she alleges the Defendant violated New York General Business Law Section 349, which provides that deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in New York are unlawful. Second, she alleges that Defendant breached the agreement governing her Deposit Account when it acted on legal process it knew to be invalid to restrain funds in her accounts, for the purpose of advancing Wells Fargo's own pecuniary interests at her expense.

In response to the Complaint, the Defendant filed a motion to compel arbitration on Feb. 18, 2020, based on a clause in the Deposit Account Agreement that mandates arbitration and expressly prohibits the Plaintiff from commencing or participating in class

or representative actions.

Judge Liman finds that when applying for her Deposit Account, the Plaintiff signed and submitted a consumer account application, dated Dec. 16, 2011. In the Application, she acknowledged receiving a copy of the Deposit Account Agreement and agreed to be bound by its terms. The "applicable account agreement" is the Deposit Account Agreement that contains an arbitration agreement. In the Deposit Account Agreement, effective Oct. 15, 2011, the agreement falls under the header "Binding arbitration."

It is thus apparent that the Plaintiff agreed to arbitrate and that her claims fall within the scope of the arbitration agreement. The Complaint alleges that the Defendant breached its agreement with her and violated the law by restraining funds in her account. But that issue is a "dispute" or an "unresolved disagreement between Wells Fargo and her" under the arbitration agreement.

In addition, the Plaintiff has failed to establish the elements of waiver. First, the Defendant did not participate, either directly or indirectly, in any dispute with the Plaintiff either as defendant or as plaintiff. Second, even if the New York state lawsuit that created the judgment named Defendant as a plaintiff or one could substitute the name Northern Leasing for that of the Defendant, there would be no waiver. Finally, the Defendant's

actions have not expressed its intent to litigate the dispute in question or satisfied any of the La. Stadium factors. If the Defendant acted wrongly in honoring the restraining notice, the Plaintiff can push that claim in arbitration; the Plaintiff does not identify anything that either Defendant or Northern Trust has done in litigation that has prejudiced her ability to prosecute that claim.

The parties do not dispute either that class waivers in arbitration agreements generally are enforceable, or that the provision would preclude class arbitration of the Plaintiff's claims. Accordingly, Judge Liman will compel arbitration on an individual basis.

The Defendant has moved for a stay and the Plaintiff does not oppose a stay. Accordingly, Judge Liman will stay the matter until the arbitration is completed.

A full-text copy of the Court's April 8, 2020 Opinion & Order is available at https://is.gd/j9urfd from Leagle.com.

WEST VIRGINIA: Prelim Injunction Bid in Baxley Suit Denied

In the case, JOHN BAXLEY, JR., ERIC L. JONES, SAMUEL STOUT, AMBER ARNETT, EARL EDMONDSON, JOSHUA HALL, DONNA WELLS-WRIGHT, ROBERT

WATSON, HEATHER REED, and DANNY SPIKER, JR., on their own behalf and on behalf of all others similarly situated, Plaintiffs, v. BETSY JIVIDEN, in her official capacity as Commissioner of the West Virginia Division of Corrections and Rehabilitation and THE WEST VIRGINIA DIVISION OF CORRECTIONS AND REHABILITATION, and SHELBY SEARLS, in his official capacity as the Superintendent of Western Regional Jail and Correctional Facility, Defendants, Civil Action No. 3:18-1526, Consolidated No. 3:18-1533, 3:18-1436 (S.D. W. Va.), Judge Robert C. Chambers of the U.S. District Court for the Southern District of West Virginia, Huntington Division, denied the Plaintiffs' Emergency Motion for Preliminary Injunction Regarding Defendants' Prevention, Management, and Treatment of COVID-19.

The putative class action stems from allegations that the West Virginia Department of Corrections and Rehabilitation ("WVDCR") has acted with deliberate indifference to serious medical needs of inmates at the time of admission to jails in West Virginia. The Plaintiffs are divided into two putative classes: Class A, which includes all persons who were at any time on or after Dec. 18, 2018, or who will be, admitted to a jail in West Virginia with a discernable, treatable medical and/or mental health problem; and Class B, which only includes all persons who were at any time on or after Dec. 18, 2018, inmates housed at Western Regional Jail and Correctional Facility, in Barboursville, West Virginia.

As the action entered its second year, the COVID-19 pandemic began its rapid spread across the world and into West Virginia. Elected officials reacted swiftly at the state and federal level, with both the President of the United States and the Governor of West Virginia declaring states of emergency in an attempt to slow the spread of the coronavirus pandemic. Given the unique characteristics of both jails and the disease, commentators and public health officials have remarked upon the outsized danger it may pose to prisoners and pretrial detainees who are housed in confined spaces and who share many communal resources and spaces.

In light of these concerns, the Plaintiffs filed the instant Motion for a Preliminary Injunction on March 25, 2020. They sought two forms of injunctive relief. First, they moved for an order requiring Defendants to develop, disclose, and implement a plan that undertakes all appropriate actions to protect the Plaintiffs and others who are similarly situated. Second, they requested the Court order WVDCR to release a sufficient number of inmates to reduce overcrowding and allow for appropriate social distancing within the jails and prisons to protect medically vulnerable inmates.

Given the unprecedented nature of the COVID-19 pandemic, the Court ordered an accelerated briefing schedule in response to the Plaintiffs' Motion. The Defendants timely filed their Response in

Opposition, and raised several objections to the Plaintiffs' Motion. The Plaintiffs responded to many of these points in their Reply filed days later.

The parties and the Court participated in a telephonic status conference on April 1, 2020, during which the Defendants agreed to provide redacted copies of their COVID-19 response plan to opposing counsel and the Court for review. The Court issued an order reflecting these discussions that same day, and the Defendants provided a redacted copy of their response plan. The Plaintiffs responded to the plan with a verified declaration from their expert witness, Dr. Homer Venters, and the Defendants replied in turn with their own set of affidavits and their own memorandum addressing his concerns.

Judge Chambers proceeded with the hearing scheduled for April 6, 2020, and heard argument from the counsel on the merits of their respective positions. After entertaining argument, he determined that the Plaintiffs had not established a likelihood of success on the merits of their claim for deliberate indifference. With the evidence presently before the Court, it is clear that the Plaintiffs cannot meet their burden. The Plaintiffs' purported failure to exhaust administrative remedies is an insufficient justification for denying their pending Motion.

Judge Chambers concludes that the Plaintiffs are right to be concerned for their health the midst of an unprecedented pandemic that has already transformed American life in fundamental ways. The likelihood that they will face irreparable harm from the spread of COVID-19 is no small matter, and is one that will only grow in significance as the pandemic progresses. Yet the Court is not free to ignore the steps the Defendants have already taken to address the virus, which are comprehensive and based on best practices promulgated by a source the Plaintiffs already appear to trust. These facts make it exceedingly unlikely that the Plaintiffs could succeed on the merits of their claim that the Defendants have acted with deliberate indifference toward inmates' medical needs in light of COVID-19. It would be redundant for the Court to order relief that the Defendants are in the midst of granting, and so the Judge concludes that a preliminary injunction is not warranted.

Nevertheless, it is worth reiterating that the coronavirus pandemic is an ever-changing crisis that evolves by the hour more often than by the day. If the Defendants' plan is unable to adequately address the spread of COVID-19 in state prisons, the Plaintiffs will likely have a much stronger likelihood of succeeding on the merits of their claims. As noted at the hearing, Judge Chambers believes that the Defendants would be served well by consulting experts on disease transmission in prisons and taking their advice seriously. He similarly believes that exercising available

furlough and other crowd-reduction policies available under West Virginia law is a prudent step in view of the recommendations contained in the Defendants' own plan. Nevertheless, he will not immerse himself in the management of state prisons absent the most extraordinary circumstances. Given the Defendants' actions, such circumstances do not exist in West Virginia jails or prisons at this time. The Plaintiffs' Motion will therefore be denied.

For the foregoing reasons and for those announced on the record at the hearing, Judge Chambers denied the Plaintiffs' Motion. He directed the Clerk to send a copy of this Memorandum Opinion and Order to the counsel of record and any unrepresented parties.

A full-text copy of the Court's April 8, 2020 Memorandum Opinion & Order is available at https://is.gd/q1T8l9 from Leagle.com.

[^] WEBINAR: Best Practices in Qualifying the Class

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