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First Class Relief 2017: How Class Actions Benefit Those Who Are Injured, Defrauded And Violated

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When a company receives a large windfall through small injuries to large numbers of people, a class action lawsuit is the only realistic way that harmed individuals can legally challenge such wrongdoing. Class actions have been called “a market-based solution for addressing widespread breaches of contract, violations of property rights, and infringements of other legal rights,” as the conservative House Liberty Caucus explained in 2017.¹ Certainly, our nation’s founders wanted everyday Americans to have unobstructed access to the courts as a vital protection against tyranny and injustice. That is why they preserved the right to civil jury trial in the 7th Amendment.

To highlight the importance and effectiveness of class actions, the Center for Justice & Democracy at New York Law School (CJ&D) released a 2014 study titled *First Class Relief: How Class Actions Benefit Those Who Are Injured, Defrauded And Violated*.² The study highlighted more than 150 class actions tried and settled between 2005 and 2014 involving a wide range of cases that have both helped victims of corporate law-breaking and led to changes in corporate behavior that protect us all from many types of illegal conduct.

Three years before *First Class Relief* was published, the U.S. Supreme Court issued a decision allowing culpable companies to unilaterally ban class actions against them via forced arbitration clauses, which are found in many contracts today.³ And now, the U.S. House of Representatives has passed a bill that would make it impossible for any class action to proceed; that legislation is currently before the U.S. Senate Judiciary Committee.

In response to this renewed attack on the 7th Amendment, CJ&D has compiled the following short selection of recent class actions that have settled since the 2014 release of *First Class Relief*. The cases once again illustrate the critical importance of class actions not only in helping victims of illegal corporate practices but also in providing injunctive relief that holds large companies and institutions accountable while deterring future misconduct.

SMALL BUSINESSES AND ANTI-TRUST

Product Makers Victimized by Polyurethane Price-Fixing Scheme

In re Urethanes Antitrust Litigation, (2016), MDL Case No. 1616 (D. Kan.)

Dow Chemical settled with a class of roughly 2,200 furniture, roofing material, appliance and other product manufacturers who alleged that Dow's participation in a polyurethane price-fixing scheme had forced direct purchasers to overpay for the company's polyether polyol products.⁴ After nearly 10 years of litigation and a four-week trial, a jury returned a verdict in excess of \$400 million. The court trebled the damages, deducted pre-trial settlement amounts from other defendants and entered a final judgment against Dow totaling \$1.06 billion, a decision unanimously affirmed by the 10th Circuit.⁵ While the case was pending on appeal to the U.S. Supreme Court, Dow agreed to an \$835 million settlement, which was not only the largest settlement ever recovered in a price-fixing case from a single defendant⁶ but also a sizeable recovery of over \$551 million in compensation for a diverse class of small, medium and large businesses. In addition, the settlement preserved class members' rights to pursue any potential breach of contract or product liability claims.⁷

Independent Truck Stops Charged Ruinous Inflated Fees

Marchbanks Truck Service, Inc. v. Comdata Network, Inc., (2014), Case No. 2:07-cv-01078-JKG (E.D. Pa.)

Comdata and national truck stop chains TravelCenters, Pilot and Love's settled with a class of over 4,000 thousand independent truck stops and other retail fueling merchants who alleged being victims of a trucker payment card price-fixing conspiracy that was designed to drive them out of business.⁸ According to the complaint, "Comdata implemented a two-tier pricing system under which Comdata dramatically increased the transaction fees for processing Trucker Fleet Cards to the Independent Truck Stops, while charging the Chain Defendants much lower fees, giving the Chain Defendants a substantial competitive advantage vis-à-vis the Independents. As a result of the anticompetitive Scheme alleged herein, Comdata succeeded in erecting artificial barriers to the entry and expansion of rival Fleet Card issuers, thereby maintaining sufficient market power to continue to charge its artificially inflated transaction fees profitably without losing market share to rivals."⁹ Under the settlement – which the trial court deemed "substantial, both in absolute terms, and when assessed in light of the risks of establishing liability and damages in this case"¹⁰ – class members would each recover an average of more than \$35,000. In addition, Comdata agreed to change some of its anti-competitive practices, relief that was valued at between \$260 million and \$491 million.¹¹ There were no objections to the agreement by settlement class members,¹² and representatives from the four largest truck stop industry buying groups – representing hundreds of members of the settlement class – each submitted declarations enthusiastically supporting the settlement.¹³

CIVIL RIGHTS AND EMPLOYMENT

DISCRIMINATION

Bank Discriminated Against Employees Based on Race

Slaughter v. Wells Fargo Advisors, (2017), Case No. 1:13-cv-06368 (N.D. Ill.)

Wells Fargo settled with a class of over 360 African-American employees who sought to end the company's "systemic, intentional race discrimination" that was enabled by "company-wide teaming, account distribution, and territory and banking support assignment policies and practices that deny African Americans the same business opportunities as employees who are not African American," according to the complaint.¹⁴

During the litigation, Wells Fargo tried to compel arbitration, citing forced arbitration clauses in employee contracts. The bank ultimately failed to win on this issue, with the 7th Circuit holding in another case that "arbitration agreements with class action waivers are illegal under the National Labor Relations Act, an issue that is currently pending before the U.S. Supreme Court."¹⁵

Wells Fargo then agreed to pay \$35.5 million and institute several changes, although the company only committed to implementing these reforms for the next four years. They include establishing trainee, recruitment and leadership protocols that promote opportunities for African-American employees; creating a \$500,000 business development fund for African-American financial advisers; and (for four years) stopping company enforcement of class action waivers or mandatory arbitration agreements when faced with race discrimination or race-related retaliation claims.¹⁶

Company Denied Health Insurance to Same Sex Spouse

Cote v. Wal-Mart Stores Inc., (2017), Case No. 1:15-cv-12945-WGY (D.C. Mass.)

Wal-Mart settled with employees who alleged that the retailer violated federal and state laws by denying health insurance coverage for same-sex spouses prior to January 2014.¹⁷ As many as a few thousand workers were eligible under the settlement, which allotted a maximum of \$15,000 each to certain class members and up to \$3.5 million in total for other claimants. Wal-Mart also pledged to continue treating same-sex and opposite-sex spouses or couples equally regarding the provision of health insurance benefits.¹⁸

Telecom Company Discriminated Against Female Engineers

Pan v. Qualcomm Incorporated, (2016), Case No. 3:16-cv-01885-JLS-DHB (S.D. Cal.)

Qualcomm settled with a class of 3,300 female engineers who were denied equal pay and promotions under company policies and practices that favored men.¹⁹ According to the complaint, such systemic gender discrimination had a particularly disparate impact on working mothers. Under the \$19.5 million settlement, Qualcomm agreed to pay class

members roughly between \$3,900 and \$6,000 each, institute internal changes to ensure a more equitable workplace for women, invest in new leadership programs and educate employees on non-discrimination policies.

Drug Company Discriminated Against Female Sales Reps

Brown v. Medici's Pharmaceutical Corporation, (2016), Case No. 1:13-cv-01345 (D.D.C.)

Valeant settled²⁰ with a class of 225 female sales representatives for condoning and perpetuating a “systemic sexually hostile and demeaning work environment,”²¹ where women were subjected to “unwelcome sexually-charged ‘jokes’ and commentary, name-calling, and offensive stereotypical comments about women, pregnancy, and caregiving,”²² expected to drink alcohol, socialize with and tolerate sexual advances from co-workers, denied promotions and paid less than their male counterparts. Under the settlement, Medici's agreed to pay class members \$4.4 million and institute extensive new company training and protocols as well as fairer compensation and promotion processes.

Insurance Company Discriminated Against Female Attorneys

Coates v. Farmers Group, Inc., (2016), Case No. 5:15-cv-01913 (N.D. Cal.)

Farmers settled with a class of nearly 300 female attorneys who, for decades, were underpaid, under-promoted and/or terminated because of their gender in violation of state and federal discrimination laws.²³ Under the settlement, Farmers agreed to pay the class \$4.1 million as well as a three-year injunction that required numerous changes in company practices. As lead plaintiff Lynne Coates told the *Los Angeles Times*, “The changes that Farmers has agreed to implement are going to make such a difference for the women in the company, and that is what this is all about.”²⁴

Ship Repair Company Discriminated Against Female Shipyard Workers

Aviles v. BAE Systems Norfolk Ship Repair Inc., (2016), Case No. 2:13-cv-00418 (E.D. Va.)

BAE Systems settled²⁵ with a class of 166 female shipyard workers for discriminatory practices like “assigning newly hired female employees to lower-level job classifications and ranks than equally or less qualified male employees,” denying promotions and “creating and perpetuating a sexually discriminatory and hostile work environment,” where “[m]anagers and supervisors frequently share and/or display sexual photographs at work, and make sexual comments to class members,” “workers frequently and regularly use the words ‘bitch’ and ‘whore’ to refer to women, and discuss what they did sexually with women, including graphic descriptions of sex acts” and victims who speak out against sex discrimination face retaliation, including denial of promotions, sexual harassment, discipline and termination.²⁶ Under the settlement, BAE agreed to \$3 million in class relief, with individual payouts ranging between \$5,000 and \$33,000. In addition, the company agreed to “changes in workplace policies and procedures, including the implementation of relief addressing BAE’s hiring, promotion, training, and complaint investigation process.”²⁷

WAGE AND HOUR EMPLOYMENT

Given the number of cases brought over the past three years, only a few recent settlements are listed here as examples.

Casas v. Victoria’s Secret Stores, LLC, (2017), Case No. 2:14-cv-06412 (C.D. Cal.)
Victoria’s Secret (VS) settled with 40,000 store employees for stiffing workers on pay by scheduling them on a call-in basis and denying compensation when they showed up for regular scheduled shifts and were sent home.²⁸ Under the agreement, roughly \$8.1 million would be distributed to class members based on the number of weeks they worked. Moreover, the class action suit “brought about significant positive change for the thousands of hourly employees of VS” and “also played a role in doing so for literally hundreds of thousands of retail employees across the country....”²⁹ As explained in court documents, “In April of 2015, following the filing of this case in July 2014, and publicity generated about the same, the Attorney General for the State of New York sent letters to 13 retailers operating in that state, demanding that the retailers provide information regarding similar on-call scheduling practices.”³⁰ As a result, Victoria’s Secret, Pier 1, Abercrombie & Fitch, The Gap, J. Crew, Urban Outfitters and Bath & Body Works announced that they were ending on-call scheduling. Then “[i]n April 2016, New York’s Attorney General was joined by eight other attorneys general (from California, Connecticut, Illinois, Maryland, Massachusetts, Minnesota, Rhode Island, and the District of Columbia) in demanding that another group of retailers provide information regarding subjecting their employees to uncompensated on-call shifts.”³¹ Less than a year after the AGs’ actions, “The Walt Disney Co., Carter’s Inc., Aeropostale, Inc., David’s Tea, Inc., Pacific Sunwear of California, Inc., and Zumiez, Inc. also agreed to end on-call shifts.”³²

Doe 1 v. Deja Vu Consulting, Inc., (2017), Case No. 3:14-cv-01156 (S.D. Cal.)
Deja Vu settled with dancers who were not paid minimum wage and other compensation required under federal and state law after being misclassified as independent contractors.³³ The agreement – which covered between 45,000 and 50,000 dancers at 64 clubs nationwide – provided more than \$4 million in class member relief, with individuals receiving up to \$2,000 each. Moreover, “[t]he settlement also includes injunctive relief in the form of a new process for evaluating employment status that the parties hope resolves misclassification claims going forward.”³⁴ According to the judge, class compensation might have been higher but for the arbitration and class action waiver clauses in workers’ contracts. Had the company chosen to follow through on its original motion to compel arbitration, there was a high risk the class action would have been dismissed, likely leaving dancers with nothing.³⁵

Boyd v. Bank of America Corp., (2014, 2016), Case No. 8:13-cv-00561-DOC-JPR (C.D. Cal.)

BofA reached separate settlements with two classes of residential real estate appraisers who alleged that they were misclassified as exempt from overtime compensation and breaks.³⁶ According to the complaint, review and staff appraisers were often forced work 16-hour days, weekends and holidays without overtime pay and not provided meal and

rest periods in violation of state and federal laws.³⁷ Under the settlements – which together totaled nearly \$42 million – 370 review appraisers would each receive more than \$10,200 on average and 365 staff appraisers would each receive \$60,000 to \$65,000 on average. Moreover, in both agreements, BofA pledged to reclassify review and staff appraisers as non-exempt employees, enabling them to access significant financial benefits going forward.

Lee v. JPMorgan Chase & Co., (2015), Case No. 8:13-cv-00511 (C.D. Cal.)

JPMorgan settled with commercial real estate appraisers who were wrongly classified as exempt from overtime.³⁸ The settlement provided 158 employees with roughly \$9,500 each, with the company also agreeing to reclassify certain commercial appraisers as non-exempt, “allowing employees in that position in the future to be compensated for their overtime and, in California, any missed meal/rest periods.”³⁹ As reported by *Law360*, but for the class action settlement, the majority of employees would likely have recovered nothing since 99 of them “had signed arbitration agreements waiving their rights to arbitrate wage disputes on a classwide basis,” forcing them “to file and win individual arbitration – a step that few employees would be willing to take against their employer” – in order to obtain justice.⁴⁰

FINANCIAL ABUSE AND CONSUMER/PATIENT FRAUD

Bank Charged Military Members Unlawful Interest and Fees

Childress v. Bank of America Corporation, (2017), Case No. 5:15-cv-00231 (E.D.N.C.)

Bank of America (BofA) settled with more than 125,000 military members for overcharging unlawful interest rates and fees on mortgage and credit cards while they served overseas.⁴¹ According to the complaint, BofA not only violated the law⁴² but also “concealed these violations of the [Servicemembers Civil Relief Act] from the thousands of military families who were victimized by [BofA’s] practices, such that these families were unable to discover the violations.”⁴³ Under the settlement, BofA provided roughly \$30 million in funds for the class, with individual compensation calculated and sent out automatically by the bank. In addition, BofA agreed to “refrain for a five-year period from using a method for calculating interest subsidy that the service members contend could lead to higher costs for class members.”⁴⁴

Bank Opened Fraudulent Bank Accounts in Customers’ Names, Charged Them Fees and Ruined Their Credit

Jabbari v. Wells Fargo & Co., (2017), Case No. 15-CV-02159-VC (N.D. Cal.)

Wells Fargo settled with customers whose credit scores were harmed after thousands of bank employees opened as many as 3.5 million fake checking and credit card accounts in customers’ names to meet the company’s aggressive sales goals.⁴⁵ As reported by the *Los Angeles Times*, the \$142 million class-action agreement “will cover customers who had unauthorized accounts opened beginning May 1, 2002. Customers will be compensated for the fees they were charged based on the number of unauthorized accounts.”⁴⁶ Notably, the “settlement marks a reversal from just a few months ago when [Wells Fargo] tried to kill a fake account [class action] lawsuit by forcing victims to resolve their claims quietly in closed-door arbitration instead of open court.”⁴⁷ The bank continues to use forced arbitration clauses and class action bans in customer agreements.

Bank Illegally Froze Bank Account Funds

Cruz v. TD Bank, N.A., (2017), Case No. 1:10-cv-08026-PKC (S.D.N.Y.)

TD Bank settled with customers who alleged that the bank had improperly frozen judgment-exempt money in their accounts.⁴⁸ Under the settlement, TD agreed to change its bank practices to make it significantly easier for class members and future judgment debtors to access exempt monies. As *Law360* explained, “Within 90 days of the entry of judgment, TD customers with restrained accounts – currently able only to access unrestrained funds by visiting a branch – will be able to withdraw money using an ATM card after calling a toll-free number. And within six months, the bank will manually review checks and ACH payments from restrained accounts and pay out when there are sufficient exempt funds...”⁴⁹ The agreement also included a \$500,000 settlement,

where “[e]ach authorized claim will get \$125 ‘representing any uncredited restraint fee’ imposed by TD and refunds of the documented overdrafts related to the restraint or, if no proof is submitted, \$20,” *Law360* reported.⁵⁰ As of May 2017, over 1,300 class members had submitted claims.⁵¹

Auto Insurers Cheated Members of the Military

Bastian v. United Services Automobile Association, (2017), Case No. 3:13-cv-001454-J-32MCR (M.D. Fla.)

USAA settled with a class of Florida auto insurance policyholders who were denied full compensation for cars and trucks totaled in accidents.⁵² More specifically, the insurer had failed to pay tens of thousands of customers – who were members of the military or their dependents – the full amount of sales tax incurred in the purchase of a comparable vehicle. Under the settlement, as many as 75,000 customers are eligible to receive the full amount of sales tax plus 8 percent in prejudgment interest, with USAA agreeing to over \$34 million in compensation. As part of the settlement, “USAA also agreed to re-write its policy in Florida.”⁵³

Life Insurer Defrauded Policyholders

Bacchi v. Massachusetts Mutual Life Insurance Co., (2017). Case No. 1:12-cv-11280-DJC (D. Mass.)

MassMutual settled with policyholders after the insurer had improperly withheld surplus funds on policies rather than distributed the funds as dividends.⁵⁴ As reported by *Law360*, “The class potentially includes 2.9 million policyholders nationwide.”⁵⁵ Under the agreement, the company pledged to put up a settlement fund of \$37.5 million and submit annual surplus calculation data to the Massachusetts Division of Insurance for at least 10 years.

Cyberattack Caused Theft of Personal Information

In Re Anthem, Inc. Data Breach Litigation, (2017), Case No. 15-MD-02617-LHK (N.D. Cal.)

Anthem settled with customers after a February 2015 cyberattack compromised the personal information of 78.8 million people.⁵⁶ Among the stolen data – names, dates of birth, Social Security numbers, addresses, email addresses, income information and health care ID numbers. The settlement established a \$115 million fund that provides class members with fraud resolution services, reimbursement for breach-related expenses and at least two years of credit monitoring or cash if they already have such services. In addition, Anthem agreed to triple its information security spending and make significant changes to its data security practices, including encrypting certain information and archiving sensitive data with strict access controls.

Debt Collector Illegally Harassed Customers

Thornton v. NCO Financial Systems, Inc., (2017), Case No. 16 CH 5780 (Cook Cty. Cir. Ct., Ill.)

Debt collector NCO Financial Systems (now known as EGS Financial Care, Inc.) settled with consumers after making repeated and harassing automated and artificial/prerecorded voice telephone calls to their cell phones without their consent in violation of the Telephone Consumer Protection Act.⁵⁷ Under the agreement – which covered calls received by millions of consumers between January 16, 2009 and August 31, 2016 – NCO/EGS is required to “(1) record all consent it receives to call cell phones, (2) identify and record which numbers it plans to call are assigned to cell phones, (3) stop calling cell phones using its dialers without consent, and (4) as necessary, manually dial cell phone numbers until consent is obtained and recorded.”⁵⁸ Class members also “keep the right to sue NCO/EGS on the issues the settlement concerns on an individual basis, and NCO/EGS won’t raise a defense about the dialer that it used.”⁵⁹ In addition, roughly 1.5 million class members are eligible to receive up to \$90 each.

Company Illegally Collected Personal Information

N.P. v. Standard Innovation Corp., (2017), Case No. 1:16-cv-08655 (N.D. Ill.)

Standard Innovation settled⁶⁰ with customers after the company secretly recorded and collected highly sensitive information about their personal use of Standard’s internet-enabled, app-controlled vibrator product, “including the date and time of each use and the selected vibration settings,” and transmitted “such usage data – along with the user’s personal email address – to its servers in Canada.”⁶¹ Under the settlement, Standard agreed to create two funds: a \$750,000 fund to compensate 300,000 customers who purchased the vibrator; and a \$3 million fund to compensate 100,000 customers who used the product with the app. Standard also pledged to destroy all secretly collected data, stop collecting the information at issue and update its privacy notice about the company’s data collection practices.

Private Prison Company Terrorized the Poor and Disabled Over Fees

Rodriguez v. Providence Community Corrections, Inc., (2017), Case No. 3:15-CV-01048 (M.D. Tenn.)

Providence Community Corrections (PCC) and Rutherford County, Tenn. settled with roughly 30,000 Tennesseans for exploiting low-income and disabled people when they were unable to pay court fees on misdemeanor cases, placing them on probation.⁶² The private for-profit company tried to collect and charge additional fees with “continuous threats to arrest, revoke, and imprison individuals who are indigent and disabled if they do not pay,” essentially extorting these individuals who “lost their housing, lost jobs, lost cars, under[went] humiliating physical intrusions on their bodies, suffered severe medical injuries, sold their own blood plasma, sacrificed food and clothing for their vulnerable children, and/or diverted their low-income disability checks – all in order to pay private ‘supervision fees.’”⁶³ Many were jailed.

As reported by the *Tennessean*, “PCC stopped overseeing probation cases nationwide after the lawsuit was filed,”⁶⁴ and Rutherford County “is not allowed to enforce money bail amounts on those misdemeanor probation warrants or any future violation-of-probation warrants....”⁶⁵ Under the settlement agreement, PCC agreed to a \$12 million class fund. Also, “[t]he settlement precludes Rutherford County from contracting with a private probation company again and requires the county to waive misdemeanor fines and fees for people below 125 percent of the federal poverty line who seek waivers. In addition, the settlement includes an agreement to stop the practice of placing people on probation when they can’t afford court costs.”⁶⁶

Company Overcharged Patients for Medical Records

Allen v. Healthport Technologies, n.k.a. CIOX Health, LLC, (2017), Case No. 12-CA-013154 (13th Jud. Cir. Ct., Fla.)

Healthport settled with patients who were overcharged for copies of their medical records in violation of state law.⁶⁷ Under the settlement, Healthport agreed to pay each class member a full cash refund and to stop charging more than allowed by law, specifically \$1.00 per page for the first 25 pages and 25 cents per page after that.⁶⁸

Lenders and Insurers Fleeced Homeowners

In re PHH Lender Placed Insurance Litigation, (2017), Case No. 1:12-cv-01117-NLH-KMW (D. N.J.)

PHH Mortgage Corp. and three insurers settled with customers of the home-loan firm who were victimized by a kickback scheme that required them to pay excessive costs for lender-placed insurance on their homes.⁶⁹ The settlement provided customers with more than \$18 million in monetary relief, with each class member receiving from 6 percent to 11.5 percent of the net premium on the disputed policies. In addition, PHH and the insurers agreed to stop the profiteering practices alleged in the class actions.

Beber v. Branch Banking & Trust Co., (2016), Case No. 1:15-cv-23294-KMW (S.D. Fla.)

BB&T Bank and Assurant Inc. settled with a class of over 45,000 homeowners for running a forced-place coverage scheme that earned them millions in illegal profits.⁷⁰ The settlement provided more than \$6.7 million to “pay cash refunds of 10 percent, 8 percent or 5 percent of the total net annual premium to class members who paid the amounts charged them and credit the same amount to class members who were charged for force-placed insurance but never made payments.”⁷¹ The agreement also prohibited BB&T and Assurant from continuing the self-dealing practices that were the subject of the lawsuit.⁷² In addition, BB&T agreed to advance funds to continue coverage under borrowers’ voluntary policies in certain circumstances rather than force-place more expensive coverage.⁷³

Montoya v. PNC Bank, NA, (2016), Case No. 1:14-cv-20474-JG (S.D. Fla.)

PNC Bank settled with homeowners who were overcharged for hazard, flood, flood-gap or wind insurance coverage forced on their properties.⁷⁴ The settlement not only

provided over \$27.5 million in relief to more than 130,000 borrowers – which the court recognized as a “substantial recovery”⁷⁵ that was “very close to near-complete relief”⁷⁶ – but also barred PNC from “inflating insurance charges imposed on mortgagors for five years.”⁷⁷

Bank Cheated Borrowers Over Interest

Dorado v. Bank of America, NA, (2016), Case No. 1:16-cv-21147-UU (S.D. Fla.)

BofA settled with borrowers after the bank violated federal law by charging post-payment interest on hundreds of thousands of loans.⁷⁸ The settlement provided roughly \$20 million to approximately 500,000 customers and also required the bank to provide class members requesting information about pre-payment, payoff figures or post-payment interest with legally compliant forms for three years.

Bank Illegally Pulled Credit Reports, or Made Credit Inquiries That Hurt Customers' Credit Scores

Pastor v. Bank of America, (2016), Case No. 3:15-cv-03831-MEJ (N.D. Cal.)

BofA settled with more than half a million former customers whose credit reports were pulled by the bank in violation of the Fair Credit Reporting Act.⁷⁹ More specifically, BofA had made credit inquiries without customers' permission after they'd filed for bankruptcy and had debts to the bank discharged. Under the agreement, BofA pledged to pay a settlement fund totaling over \$1.6 million.

Heaton v. Social Finance Inc., (2016), Case No. 3:14-cv-05191-TEH (N.D. Cal.)

Social Finance settled with customers after the online lender ran “hard pull” credit inquiries on them between November 20, 2013 and August 13, 2014 in violation of federal and state laws.⁸⁰ According to the complaint, SoFi had deceived prospective borrowers into thinking that the company would only do soft credit inquiries, which wouldn't affect their credit scores. Under the settlement, more than 10,700 consumers were eligible to receive \$164 each, with SoFi also agreeing to work with a credit bureau to delete any record of SoFi's hard credit inquiries from class members' credit files.

Bank Charged Fraudulent Mortgage Fees

Bias v. Wells Fargo & Co., (2016), Case No 4:12-cv-00664-YGR (N.D. Cal.)

Wells Fargo settled with a class of over 250,000 mortgage holders who were unaware they'd been assessed fraudulent fees between May 6, 2005 and July 1, 2010 after defaulting on their mortgage loans.⁸¹ The agreement provided class members with \$36 million in automatic payouts as compensation.

Lender Charged Illegal Interest Rates on Loans and Then Tried to Collect the Debt

Inetianbor v. CashCall Inc., (2016), Case No. 0:13-cv-60066-JIC (S.D. Fla.)

CashCall settled with borrowers who were charged illegal interest rates in violation of Florida state law.⁸² The agreement provided more than \$10 million in relief to over

26,000 customers. In addition, the company agreed to stop all servicing and collection activities on class members' outstanding loans and was enjoined from conducting any loan activities within Florida.

Companies Illegally Cut Access to Prepaid Cards or Profited from Unused Paid-For Gift Cards

Crook v. Green Dot Corp., (2016), Case No. 2:16-cv-04172-DSF-JPR, and Lewis v. Green Dot Corp., (2016), Case No. 2:16-cv-03557-FMO-AGR (C.D. Cal.)

Green Dot and Mastercard settled with tens of thousands of Walmart MoneyCard holders after transaction processing problems left customers without access to their accounts for several days in May 2016.⁸³ As a result, many customers were unable to pay for essential goods and services, such as food and rent, since the accounts were their only source of money. The \$6.4 million settlement included a two-month waiver of account maintenance fees and provided class members with a \$50, \$100 or \$750 credit to their account depending on their eligibility.

Fuentes v. UniRush, LLC, (2016), Case No 1:15-cv-08372-JPO (S.D.N.Y.)

UniRush settled with thousands of prepaid debit cardholders who were shut out of their accounts for long stretches of time between October 12 and October 31, 2015.⁸⁴ Because of the service disruption, which affected more than 442,000 consumers, many customers couldn't pay for daily living expenses, missed bill payments or experienced problems with their account balances, among other harms. Under the \$19 million settlement, class members were eligible to receive up to \$500 in reimbursement for losses suffered during the service disruption plus reimbursement of fees.

Cody v. SoulCycle Inc., (2017), Case No. 2:15-cv-06457-GHK-JEM (C.D. Cal.)

SoulCycle settled with customers after the company illegally profited from unused, expired gift certificates at consumers' expense.⁸⁵ The settlement, valued between \$6.9 million and \$9.2 million, provided each class member with a choice of compensation: 1) payment of up to \$50, the cash equivalent of two classes; or 2) reinstatement of up to two expired classes, potentially totaling up to 230,000 reinstated classes based on how many class members elected the cash option. In addition, SoulCycle agreed to change its business practices by being more transparent about the differences between purchasing a class or series of classes vs. the purchase of a gift certificate or gift card.

PRODUCTS

Defective Vehicles Caused Economic Losses

In Re: Takata Airbag Products Liability Litigation, (2017), Case No. 15-MD-02599-FAM (S.D. Fla.)

Honda, Toyota, BMW, Subaru, Mazda and Nissan settled with owners and lessees of over 20 million vehicles equipped with defective Takata airbag inflators that were subject to recall after causing deaths and life-threatening injuries.⁸⁶ The automakers agreed to pay a combined \$1.2 billion in separate class action settlements that all included: compensation for economic losses, including out-of-pocket expenses such as rental cars for some owners awaiting recall fixes; a customer support program for repairs and adjustments, including an extended warranty; and an outreach program to contact owners of recalled vehicles who haven't sought repairs.⁸⁷

Warner v. Toyota Motor Sales, U.S.A., Inc., (2017), Case No. 2:15-cv-02171-FMO-FFM (C.D. Cal.)

Toyota reached a settlement valued at \$3.4 billion with vehicle owners from nine states who claimed that, for years, the company knowingly designed, manufactured and sold trucks and SUVs with frames that would rust through, causing economic losses.⁸⁸ Under the settlement, Toyota agreed to an inspection and replacement campaign that covered 1.5 million vehicles from model years 2005 through 2010. As reported by *Reuters*, "Under the settlement terms, Toyota will inspect the vehicles for 12 years from the day they were first sold or leased to determine whether frames need to be replaced at company expense and reimburse owners who previously paid for frame replacement."⁸⁹

Sater v. Chrysler, (2017), Case No. 5:14-cv-00700-VAP-DTB (C.D. Cal.)

Chrysler agreed to a \$3.1 million settlement with a class of approximately 7,100 California owners of Dodge Ram trucks manufactured between July 2009 and December 2012 that had defective steering linking systems, which could fail without warning during normal operation and cause a crash.⁹⁰ As outlined in the complaint, "[N]umerous Vehicle owners and lessees have reported that the defects caused a sudden loss of steering control, a vibrating and swaying of the Vehicles referred to as a 'death wobble,' as well as serious car accidents and physical injuries."⁹¹ The agreement provided class members with warranty extensions for the defective part plus automatic payouts of either \$195 or \$250 depending on their vehicle model.

Defective Dog Bones Killed and Injured Pets

Taylor v. Dynamic Pet Products, LLC, (2017), Case No. 1616-CV11531 (Jackson Cty. Cir. Ct., Mo.)

Dynamic Pet Products and Frick's Meat Products settled⁹² with customers after numerous dogs "experienced vomiting, diarrhea, seizures, internal bleeding, infection and death"⁹³ from consuming the companies' Real Ham Bone for Dogs product. According to the complaint, "the product easily splits into needle-like shards that cause severe internal injuries. In addition, the product contains bacterial toxins that cause illness and death in

affected dogs.” The companies stopped producing the bones before the settlement. Under the agreement, class members could receive up to \$150,000 for death claims, \$2,500 for veterinary bills and expenses and up to \$30 in product reimbursement for bones purchased.⁹⁴

Bank Coin-Counting Machines Shortchanged Customers

Macias v. TD Bank, N.A., (2017), Case No. 16-cv-3420 (D.N.J.); Feinman v. TD Bank, N.A., (2017), Case No. 16-cv-3435 (D.N.J.); Luce v. TD Bank, N.A., (2017), Case No. 16-cv-2621 (D.N.J.); Filannino-Restifo v. TD Bank, N.A., (2017), Case No. 16-cv- 2374 (D.N.J.); Diaz v. TD Bank, N.A., (2017), Case No. 16-cv-2395 (D.N.J.); Spector v. TD Bank, N.A., (2017), Case No. 16-cv-2682 (D.N.J.); Krulan v. TD Bank, N.A., (2017), Case No. 16-cv-2919 (D.N.J.); McEnerney v. TD Bank, N.A., (2017), Case No. 16-cv-2918 (D.N.J.)

TD Bank settled multiple class action lawsuits with customers who used the bank’s Penny Arcade coin-counting machines, which shortchanged users by registering less money than the full value of the coins deposited.⁹⁵ Under the agreement, TD Bank pledged to create a \$7.5 million class settlement fund and no longer use the faulty machines at issue.

Gun Defect Caused Misfires

Carter v. Forjas Taurus SA, (2017), Case No. 1:13-cv-24583 (S.D. Fla.)

Taurus settled with handgun owners whose firearms contained “drop-fire” and “false safety” defects that made the guns likely to fire when dropped and with the safety on.⁹⁶ An Iowa police officer had filed the class action after his own Taurus gun hit the ground while he was in pursuit of a fleeing suspect, firing on impact even though the safety was enabled. Subsequent testing of other Taurus pistols revealed that the defects the officer encountered were not unique to his gun. Under the agreement – which covers one million guns and is valued at \$239 million – class members can send their pistols for repair or replacement at Taurus’s expense or return their pistols for up to \$200 in cash per pistol. The settlement also preserved class members’ rights to file personal injury and property damage lawsuits against Taurus for past, present and future injuries related to an unintended discharge.

Deck Paint Defect Accelerated Deterioration

In re: Rust-Oleum Restore Marketing Sales Practices and Products Liability Litigation, Case No. 1:15-cv-01364 (N.D. Ill.)

Rust-Oleum settled with customers for deceptively marketing its Restore protective deck paint as long-lasting and rejuvenating while knowing that the product was defective.⁹⁷ According to the complaint, “Rather than providing years of protection, Restore actually commences to peel and deteriorate in a short time period,” and “if not removed, the product fails to protect the deck itself. As a result, even after proper application, damage will result to class members’ decks. Thus, instead of ending the cycle of repainting and replacing, Restore hastens it,” forcing users “to expend considerable costs and time in

attempts to repair the problems” and ultimately “pay for a total replacement of the product and the deck itself at some point.”⁹⁸ As reported by *Law360*, “The litigation also challenged the products’ warranty, which offered a replacement product or a refund in case of product failure but barred customers from suing the company for damage that occurred as a result of the product’s application.”⁹⁹ Because of the class action settlement, customers were able to apply for several tiers of monetary relief from a \$6 million fund, with compensation “based on the product they purchased, the work involved in applying it and the damage their property sustained.”¹⁰⁰

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