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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

CHARLES E. WARD, individually, and on
behalf of all others similarly situated,

No. C 15-02309 WHA

Plaintiff,

v.

UNITED AIRLINES, INC., and DOES 1
through 50, inclusive,

**ORDER DENYING
PLAINTIFF’S MOTION TO
AMEND THE CLASS
DEFINITION**

Defendants.

The Court granted plaintiff’s motion for class certification and certified a class that included individuals that worked for United up through the date of the complaint. Plaintiffs request that the Court amend the class definition to extend to the date of the final judgment to “have the class period ending date move forward in time, day after day, until either final judgment or up until the time the format of the wage statements are corrected” (Dkt. No. 45 at 2). Defendants do not oppose plaintiff’s motion to the extent the termination date was a clerical error, but does not stipulate to the proposed modification (Dkt. No. 46).

The Court intended the class period to end on the date plaintiff filed the complaint. Plaintiff’s proposal to amend the class period to remain open as the case progresses, encompassing each new hire and resulting in rolling damages calculation is **DENIED**.

IT IS SO ORDERED.

Dated: April 12, 2016.


WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE