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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

CHRISTOPHER WARD and LINDA
QUINTEROS, on behalf of themselves and
other similarly situated,

Plaintiffs,

v.

GOLDEN STATE FC, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

No. 1:17-cv-01300-DAD-BAM

ORDER GRANTING JOINT STIPULATION
AND AGREEMENT FOR TOLLING OF
FLSA CLAIMS

(Doc. No. 29)

The court has reviewed the Joint Stipulation and Agreement for Tolling of FLSA Claims (Doc. No. 29) filed by plaintiffs Christopher Ward and Linda Quinteros and defendant Golden State FC, LLC (collectively, “the parties”) requesting that the court toll the period for collective members to submit FLSA claims to opt into the collective action.

With good cause appearing, and pursuant to the Joint Stipulation, the court approves the parties’ stipulation and hereby orders that:

1. Tolling Provision. No statute of limitations under the FLSA on any claim by a current or former non-exempt employee of defendant employed in one of defendant’s fulfillment centers shall run against plaintiffs and any member of the putative class and collective in this action and the same shall be tolled during the period of time while this Agreement is in effect.

1 Additionally, neither party shall put forward or rely upon the period of time while this
2 Agreement is in effect as a bar or laches or for any other purpose to defeat such a claim. This
3 paragraph does not apply to claims made to enforce this Agreement.

4 2. Nothing contained in this Agreement shall be deemed as an admission by any
5 party with respect to any allegations or claims.

6 3. Duration. This Agreement is effective as of **March 22, 2018** and shall terminate
7 on **December 31, 2018**, or upon the filing of plaintiffs' motion for conditional certification of
8 the FLSA claim, whichever is sooner.

9 4. Use of Agreement. During the term of this Agreement, plaintiffs shall refrain and
10 forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding
11 against defendant raising FLSA claims. Except as specifically stated, this Agreement shall not
12 be deemed to constitute a waiver of any rights, claims or defenses of the parties to this
13 Agreement, nor shall it be deemed to limit or affect any defense based upon the statute of
14 limitations, laches or any other limitations (whether equitable, statutory, contractual or
15 otherwise) to the extent such defense could have been asserted on or before **December 31, 2018**.

16 5. Modification. This Agreement can be modified only in a writing signed by the
17 parties. This Agreement shall constitute the entire understanding between the parties concerning
18 the subject matter of this Agreement and supersedes and replaces all prior negotiations, proposed
19 agreements, and agreements, written or oral, relating to this subject.

20 IT IS SO ORDERED.

21 Dated: May 1, 2018

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UNITED STATES DISTRICT JUDGE