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 20 TODD CHRISTOPHER INTERNATIONAL, INC. DBA VOGUE INTERNATIONAL

21 **UNITED STATES DISTRICT COURT**
 22 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
 23 **SAN FRANCISCO DIVISION**

24 ANDREA GOLLOHER, MARISA
 25 FREEMAN, ROBERTA CHASE, MICHAEL
 26 SHAPIRO and BRENDA BROWN, on behalf
 27 of themselves and all others similarly situated,

Case No. 12-cv-06002-RS

**STIPULATION AND [PROPOSED] ORDER
 FOR FILING OF PLAINTIFF’S FIRST
 AMENDED COMPLAINT**

Plaintiffs,

Judge: Hon. Richard Seeborg

vs.

28 TODD CHRISTOPHER INTERNATIONAL,
 INC. DBA VOGUE INTERNATIONAL, a
 Florida Corporation, and DOES 1-100,

Defendants.

1 Pursuant to Federal Rule of Civil Procedure 15(a)(2), Plaintiffs Andrea Golloher, Marisa
2 Freeman, Roberta Chase, Michael Shapiro, and Brenda Brown (collectively, “Plaintiffs”) and
3 Defendant Todd Christopher International, Inc. dba Vogue International (“Defendant”)
4 (collectively, the “Parties”) hereby stipulate as follows:

5 WHEREAS, the Parties have now reached an agreement in principle as to the terms of a
6 settlement agreement resolving this litigation;

7 WHEREAS, in furtherance of that settlement agreement in principle, Plaintiffs seek to file
8 a First Amended Complaint to:

- 9 (1) add additional named Plaintiffs, as well as allegations regarding these persons’
10 purchase of Defendant’s products,
- 11 (2) re-allege their existing causes of action regarding alleged violations of state consumer
12 protection and express warranty laws on behalf a putative nationwide class, and
- 13 (3) add a cause of action alleging violations of state unjust enrichment laws on behalf of a
14 putative nationwide class;

15 WHEREAS, the parties have met and conferred over Plaintiffs’ desire to file a First
16 Amended Complaint;

17 WHEREAS, the Parties agree that, should the Court grant Plaintiffs leave to file such a
18 First Amended Complaint, Defendant’s deadline to file an answer or otherwise move with respect
19 to such a First Amended Complaint shall be extended indefinitely and Defendant shall not be
20 obligated to file an answer or otherwise move with respect to such a First Amended Complaint
21 unless and until specifically ordered to do so by the Court, irrespective of any other deadlines or
22 obligations that normally would apply under the Federal Rules of Civil Procedure;

23 WHEREAS, the Parties agree that this stipulation shall in no way constitute a waiver of,
24 impair, prejudice or compromise any of the Defendant’s rights, arguments, claims, remedies or
25 defenses with respect to such a First Amended Complaint, and the allegations, claims, causes of
26 action and demands therein;

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1 WHEREAS, the Parties agree that Defendant expressly reserves all rights, arguments,
2 claims, remedies or defenses it may have with respect to such a First Amended Complaint, and the
3 allegations, claims, causes of action and demands therein;

4 WHEREAS, the Parties agree that Defendant's consent to Plaintiffs filing such a First
5 Amended Complaint shall in no way be construed as an admission of any allegation, claim, cause
6 of action or demand therein.

7 WHEREAS, subject to the stipulations and reservations of rights above, Defendant
8 consents to Plaintiffs filing the First Amended Complaint;

9
10 THE PARTIES HEREBY STIPULATE AND REQUEST that, subject to and
11 incorporating by reference the parties' above-referenced stipulations and reservations of rights,
12 arguments, claims, remedies and defenses, the Court grant Plaintiffs leave to file their First
13 Amended Complaint, a copy of which is attached hereto as Exhibit 1.

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15 **IT IS SO STIPULATED**

16 Dated: August 9, 2013

LEXINGTON LAW GROUP

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19 /s/ Mark N. Todzo
Mark N. Todzo
Attorneys for Plaintiffs
Andrea Golloher, Marisa Freeman, Roberta Chase,
Michael Shapiro and Brenda Brown

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22 Dated: August 9, 2013

COWAN LIEBOWITZ & LATMAN, P.C.

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24 /s/ Kieran G. Doyle
Attorneys for Defendant
Todd Christopher International, Inc.

1 **IT IS SO ORDERED**

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3 Dated: 8/9/13



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The Hon. Richard Seeborg
6 JUDGE OF THE U.S. DISTRICT COURT

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