

1 **MARLIN & SALTZMAN, LLP**  
 Stanley D. Saltzman, Esq. (SBN 090058)  
 2 Christina Humphrey, Esq. (SBN 226326)  
 Leslie H. Joyner, Esq. (SBN 2627050)  
 3 29229 Canwood Street, Suite 208  
 Agoura Hills, California 91301  
 4 Telephone: (818) 991-8080  
 Facsimile: (818) 991-8081  
 5 ssaltzman@marlinsaltzman.com  
 chumphrey@marlinsaltzman.com  
 6 ljoyner@marlinsaltzman.com

7 **DIVERSITY LAW GROUP, A Professional Corporation**  
 Larry W. Lee, Esq. (SBN 228175)  
 8 550 S. Hope St., Suite 2655  
 Los Angeles, California 90071  
 9 Telephone: (213) 488-6555  
 Facsimile: (213) 488-6554  
 10 dchang@diversitylaw.com  
 11 lwlee@diversitylaw.com

12 Attorneys for Plaintiffs

13 **UNITED STATES DISTRICT COURT**  
 14 **NORTHERN DISTRICT OF CALIFORNIA**

15 WILLIAM WOODS (CA), DOMINIC SEALE  
 (FL), WESLEY VARUGHESE (IL), ERIC  
 16 ESSLER (MI), KRISTINA WILLS (MN),  
 17 CASEY MCCALED (MO), SAMUEL  
 BARONE-CROWELL (NY), LOWELL  
 18 HARVARD JR. (NY), ALTWELL WINFIELD  
 (NY), TIFFANY REINHART (OH), individually  
 19 and on behalf of all other similarly situated  
 20 individuals,

21 Plaintiffs,

22 v.

23 VECTOR MARKETING CORPORATION and  
 DOES 1 through 20, inclusive,

24 Defendants.

**CASE NO. 14-CV-00264-EMC**  
**(Hon. Edward M. Chen)**

**STIPULATED TOLLING AGREEMENT**  
**AND [~~PROPOSED~~] ORDER**

**CLASS ACTION**

27 Plaintiffs William Woods, Dominic Seale, Wesley Varughese, Eric Essler, Casey McCaleb,  
 28 Samuel Barone-Crowell and Lowell Harvard Jr. (“Plaintiffs”) and Defendant Vector Marketing

1 Corporation (“Defendant,” or collectively with Plaintiffs, the “Parties”) enter into this Stipulated  
2 Tolling Agreement (“Stipulation”) with reference to the following facts:

3 A. On or about January 16, 2014, Plaintiffs filed their Class and Collective Action  
4 Complaint (“Complaint”) in the above-captioned action;

5 B. The Complaint alleges various wage and hour violations (all of which are denied by  
6 Defendant) on behalf of the following putative class of individuals under the Fair Labor Standards  
7 Act (hereinafter referred to as “FLSA”): “All individuals in the United States who participated in  
8 some or all of Defendants’ initial 3-5 day training sessions to become a Sales Representative from  
9 three years prior to the filing of the Complaint until final judgment is rendered. Excluded from the  
10 FLSA Class are any individuals who opted into the FLSA Class in the matter of *Harris v. Vector*  
11 *Marketing Corp.*, Civil Action Number 08-5198, before the United States District Court for the  
12 Northern District of California” (“Putative Collective Action Members”);

13 C. Plaintiffs desire to timely seek conditional collective action certification of Plaintiffs’  
14 FLSA claims on behalf of the Putative Collective Action Members, which Defendant expects to  
15 oppose;

16 D. The parties have agreed to file cross-motions for summary judgment or summary  
17 adjudication as to the Plaintiffs’ individual claims prior to Plaintiffs moving for conditional  
18 collective action certification;

19 E. The parties’ cross-motions for summary judgment or summary adjudication are  
20 currently scheduled to be heard on November 20, 2014; and

21 F. Plaintiffs wish to toll the statute of limitations on the claims of Putative Collective  
22 Action Members pending the Court’s disposition of the Parties’ cross-motions for summary  
23 judgment or summary adjudication, and Defendant is agreeable to such tolling on the terms set forth  
24 below.

25 NOW, THEREFORE, IT IS HEREBY STIPULATED by and between the Parties, through  
26 their respective counsel of record, as follows:

27 1. The statute of limitations shall be tolled as to all claims under the FLSA alleged in the  
28 Complaint on behalf of Putative Collective Action Members from May 15, 2014, through and

1 including the date the Court files its Order(s) disposing of the Parties' cross-motions for summary  
2 judgment or summary adjudication; *provided, however*, that this Stipulation shall have no force or  
3 effect as to any claims of Putative Collective Action Members as to which the statute of limitations  
4 had run as of May 15, 2014; and

5 2. This Stipulation is without prejudice to any of Defendant's defenses or other rights in  
6 this action, including (without limitation) the right to assert the statute of limitations as a defense  
7 except as set forth in Paragraph 1 above.

8 SO STIPULATED.

9 DATED: August 27, 2014

**MARLIN & SALTZMAN, LLP**  
**DIVERSITY LAW GROUP APC**

11 By: /s/ Christina A. Humphrey  
12 Stanley D. Saltzman, Esq.  
13 Christina A. Humphrey, Esq.  
14 Leslie H. Joyner, Esq.  
Attorneys for Plaintiffs

15 DATED: August 27, 2014

**MORRISON & FOERSTER**  
**PHILLIPS LYTLE LLP**

17 By: /s/ Karen J. Kubin  
18 Karen J. Kubin  
19 Attorneys for Defendant  
20 Vector Marketing Corporation

21 **SIGNATURE ATTESTATION**

22 In accordance with Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this  
23 document has been obtained from the signatories on this e-filed document.

24 DATED: August 27, 2014

/s/ Christina A. Humphrey  
Christina A. Humphrey

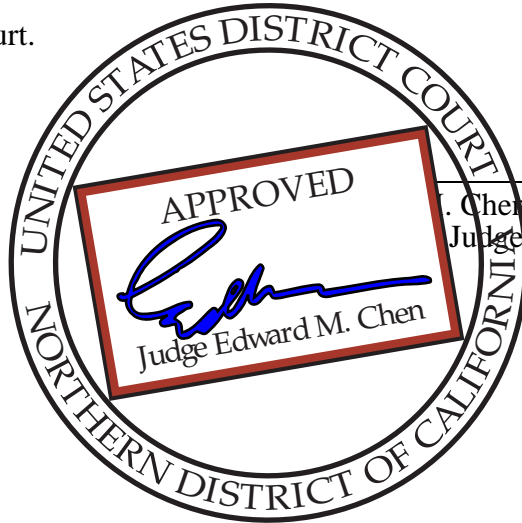
27 /s/ Karen J. Kubin  
Karen J. Kubin

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~~[Proposed]~~ ORDER

Good cause appearing, the Parties' Stipulated Tolling Agreement set forth above is hereby approved and made an Order of the Court.

DATED: 9/5/14



E. Chen  
Judge