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13
 14 **UNITED STATES DISTRICT COURT**
 15 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**
 16

17 JENNIFER ANDERSON, on behalf of herself
 and on behalf of a Class of all other persons
 18 similarly situated

19 Plaintiff,

20 vs.

21 CHEVRON U.S.A., INC., a Delaware
 Corporation; and DOES 1 through 100,
 22 inclusive,

23 Defendants.
 24

Case No.: 3:17-cv-00103-EMC

CLASS ACTION

Assigned For All Purposes To:
Hon. Edward M. Chen

**JOINT STIPULATION AND AGREEMENT
 FOR TOLLING OF FLSA CLAIMS;**

~~[PROPOSED]~~ ORDER

Complaint Filed: September 7, 2016
 First Amended Complaint: November 16, 2016
 Removed: January 9, 2017

1 **RECITALS**

2 Plaintiff, Jennifer Anderson (“Plaintiff”), on behalf of herself and other similarly situated
3 employees of Defendant Chevron USA Inc. (“Defendant”) (collectively, “the Parties”), by and
4 through their respective counsel of record, hereby stipulate to and jointly request that the Court enter
5 the concurrently provided [Proposed] Order approving the Parties’ Joint Stipulation and Agreement
6 to toll the period for collective members to submit Fair Labor Standards Act (“FLSA”) claims to opt
7 in to the collective. This Stipulation is based on the following:

8 1. Plaintiff filed her Class Action Complaint on **September 7, 2016** in Contra Costa
9 County Superior Court (Case No. MSC16-01724). On **November 16, 2016**, Plaintiff filed her First
10 Amended Class Action Complaint (“FAC”), which is the operative pleading, asserting the following
11 causes of action against Defendant: (1) Failure to pay wages under the FLSA [29 U.S.C. §§ 206,
12 207]; (2) Failure to pay overtime compensation; (3) Failure to provide meal periods; (4) Failure to
13 provide rest periods; (5) Failure to provide accurate itemized wage statements; (6) Failure to pay
14 wages for hours worked; (7) Failure to pay wages due and payable twice monthly; (8) Failure to
15 comply with written request to inspect or copy records; (9) Failure to reimburse business expenses;
16 (10) Failure to pay wages upon termination of employment; (11) Unlawful competition and unlawful
17 business practices; and (12) Violations of the Private Attorneys’ General Act (“PAGA”). (See Dkt.
18 #1, Exhibit A for FAC).

19 2. Defendant removed this action on **January 9, 2017** (Dkt. No. 1), asserting this Court
20 has subject matter jurisdiction arising under a federal question pursuant to 28 U.S.C. §1331,
21 specifically in light of Plaintiff’s First Cause of Action for Failure to Pay Wages pursuant to the
22 FLSA, 29 U.S.C. §§ 206, and 207. Plaintiff has not yet challenged this jurisdiction or sought remand.

23 3. On **May 5, 2017**, the Court conducted its initial Case Management Conference with
24 the Parties and, in advance of the Conference, counsel conducted meet and confer discussions and
25 exchanged correspondence, including regarding the possibility of early amicable resolution of
26 Plaintiff’s class and collective claim through private mediation.

27 4. Based upon the **May 5, 2017** Court’s Case Management Conference, the Court set a
28 further conference and mediation completion deadline for **September 14, 2017**.

1 3. Duration. This Agreement is effective as of **May 5, 2017**, and shall terminate on
2 **September 14, 2017**.

3 4. Use of Agreement. During the term of this Agreement, Plaintiff shall refrain and
4 forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against
5 Defendant raising FLSA claims. Except as specifically stated, this Agreement shall not be deemed to
6 constitute a waiver of any rights, claims or defenses of the Parties to this Agreement, nor shall it be
7 deemed to limit or affect any defense based upon the statute of limitations, laches, or any other
8 limitations (whether equitable, statutory, contractual or otherwise) to the extent such defense could
9 have been asserted on or before **May 5, 2017**.

10 5. Modification. This Agreement can be modified only in a writing signed by the Parties.
11 This Agreement shall constitute the entire understanding between the Parties concerning the subject
12 matter of this Agreement and supersedes and replaces all prior negotiations, proposed agreements,
13 and agreements, written or oral, relating to this subject.

14 **IT IS SO STIPULATED.**

15 Dated: May 9, 2017

QUINTILONE & ASSOCIATES

16
17 By: _____



18 RICHARD E. QUINTILONE II,
19 ALVIN B. LINDSAY,
20 GEORGE A. ALOUPAS
21 Attorney for Plaintiff JENNIFER ANDERSON,
22 on behalf of herself and on behalf of a Class of all
23 other persons similarly situated and the collective

24 Dated: May 9, 2017

SEDGWICK LLP

25 By: _____

26 */s/Delia A. Isvoranu*
27 ROBERT D. EASSA,
28 DELIA A. ISVORANU
Attorneys for Defendant, CHEVRON U.S.A. INC.

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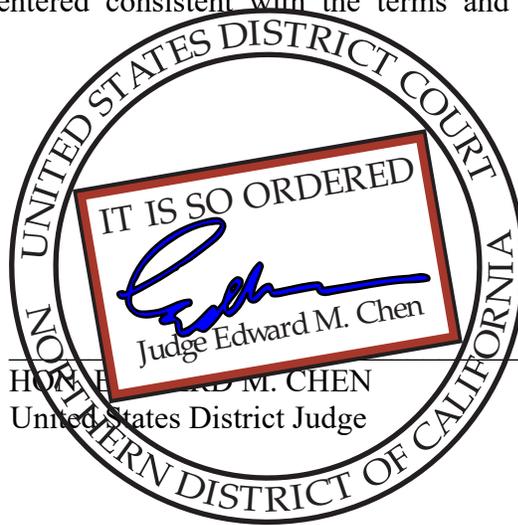
1 **[PROPOSED] ORDER**

2 The Court has reviewed the above Joint Stipulation and Agreement for Tolling of FLSA
3 Claims (“Joint Stipulation”) submitted by Plaintiff, Jennifer Anderson (“Plaintiff”), on behalf of
4 herself and other similarly situated employees of Defendant Chevron USA Inc. (“Defendant”)
5 (collectively, “the Parties”).

6 With GOOD CAUSE appearing, and pursuant to the Parties’ Joint Stipulation, the Court
7 hereby ORDERS that the Joint Stipulation is entered consistent with the terms and the Parties’
8 agreement as set forth above.

9
10 **IT IS SO ORDERED.**

11
12 Dated: 5/10, 2017.



13
14 HONORABLE EDWARD M. CHEN
United States District Judge

1 **PROOF OF SERVICE**

2 I, the undersigned, declare as follows:

3 I am a citizen of the United States, over the age of 18 years, and not a party to the within action. I am an
4 employee of or agent for Quintilone & Associates, whose business address is 22974 El Toro Rd., Suite 100,
Lake Forest, CA 92630-4961.

5 On **May 9, 2017**, I served the foregoing document(s):

6 **JOINT STIPULATION AND AGREEMENT FOR TOLLING OF FLSA CLAIMS;
7 PROPOSED ORDER**

8 on the following parties in this action addressed as follows:

9 **SEE ATTACHED SERVICE LIST**

10 _____ (**BY US-MAIL**) I caused a true copy of each document, placed in a sealed envelope with postage
11 fully paid, to be placed in the United States mail at Lake Forest, California. I am "readily
12 familiar" with this firm's business practice for collection and processing of mail, that in the
13 ordinary course of business said document(s) would be deposited with the U.S. Postal Service on
that same day. I understand that the service shall be presumed invalid if the postal cancellation
date or postage meter date on the envelope is more than one day after the date of deposit for
mailing contained on this affidavit.

14 _____ (**BY OVERNIGHT DELIVERY**) I caused a true copy of each document, placed in a sealed
15 envelope with delivery fees provided for, to be deposited in a box regularly maintained by Federal
16 Express or Overnight Express. I am readily familiar with this firm's practice for collection and
17 processing of documents for overnight delivery and know that in the ordinary course of
Quintilone & Associates' business practice the document(s) described above will be deposited in a
box or other facility regularly maintained by Federal Express or Overnight Express or delivered to
a courier or driver authorized by Federal Express or Overnight Express to receive documents on
the same date it is placed at Quintilone & Associates for collection.

18 _____ (**BY FACSIMILE**) By use of facsimile machine number 949.458.9679, I served a copy of the
19 within document(s) on the above interested parties at the facsimile numbers listed above. The
transmission was reported as complete and without error. The transmission report was properly
issued by the transmitting facsimile machine.

20 X (**BY E-MAIL through ECF**) I caused a true and correct copy of each document to be delivered by
21 Electronic Mail through the Court's ECF system

22 Executed on **May 9, 2017**, at Lake Forest, California

23 X (**FEDERAL**) I declare under penalty of perjury that the above is true and correct.

24 _____ (**STATE**) I declare under penalty of perjury that the above is true and correct.

25
26 

27 ALVIN B. LINDSAY

SERVICE LIST

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18 **Q&A Case No.: 16.01263**