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9 Attorneys for Plaintiff Fred Tollini,  
10 on behalf of himself and all others similarly situated

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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

FRED TOLLINI, on behalf of himself and  
others similarly situated,

Plaintiff,

vs.

CGI FEDERAL INC., a Delaware  
Corporation; CGI TECHNOLOGIES AND  
SOLUTIONS INC., a Delaware Corporation;  
and DOES 1 through 50, inclusive,  
Defendants.

Case No. 18-cv-03275-MMC

**DECLARATION OF LLUVIA ISLAS OF  
ILYM GROUP, INC., IN SUPPORT OF  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

*[Filed concurrently with Notice of Motion and  
Motion; Memorandum in Support; Supporting  
Declarations of David Yeremian and Fred  
Tollini; and [Proposed] Order]*

Date: September 4, 2020  
Time: 9:00 a.m.  
Courtroom.: 7

Complaint Filed: April 30, 2018  
FAC Filed: July 23, 2018

1 I, Lluvia Islas, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the  
3 Operations Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional  
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently appointed by  
5 the Court to serve as the Claims Administrator for the above captioned *Tollini v. CGI Federal Inc.* matter.  
6 I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge  
7 of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

8 2. ILYM Group has extensive experience in administering Class Action Settlements,  
9 including direct mail services, database management, claims processing and settlement fund distribution  
10 services for Class Actions ranging in size from 26 to 4.5 million Settlement Class Members.

11 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and  
12 appointed by the Court to provide notification services and claims administration, pursuant to the terms of  
13 the Settlement, in the above referenced Action. Duties performed to-date and to be performed after Final  
14 Approval of the Settlement is granted, include: (a) printing and mailing the *Notice of Class Action*  
15 *Settlement* (referred to as “Notice Packet”); (b) receiving and processing requests for exclusion; (c)  
16 resolving Settlement Class Members’ disputes over the number of workweeks Defendants have record of  
17 them working during the Class Period, which was pre-printed on their individualized Class Notice; (d)  
18 calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f)  
19 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax  
20 returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the  
21 terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court  
22 orders ILYM Group to perform.

23 4. On May 24, 2020, ILYM Group received the Court approved text for the Notice Packet  
24 from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet, which was  
25 approved by the Parties’ Counsel prior to mailing.

26 5. On June 1, 2020, ILYM Group received the class data file from Counsel for Defendants,  
27 which contained the name, social security number, last known mailing address, and the total number of  
28 applicable workweeks worked for each Settlement Class Member. The data file was uploaded to our

1 database and checked for duplicates and other possible discrepancies. The Class List contained 380  
2 individuals.

3           6.       As part of the preparation for mailing, all 380 names and addresses contained in the Class  
4 List were then processed against the National Change of Address (“NCOA”) database, maintained by the  
5 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses of  
6 the Settlement Class Members before mailing of the Notice Packet. The NCOA contains requested change  
7 of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database,  
8 the updated address was used for the mailing of the Notice Packet. To the extent that no updated address  
9 was found in the NCOA database, the original address provided by Counsel for Defendants was used for  
10 the mailing of the Notice Packet.

11           7.       On June 8, 2020, the Notice Packet was mailed, via U.S First Class Mail, to all 380  
12 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the  
13 mailed Notice Packet. In addition, the Notice Packet was also sent via email to Settlement Class Members  
14 for which the Defendant provided a last known email address.

15           8.       As of the date of this declaration, 3 Notice Packets have been returned to our office as  
16 undeliverable. Of the 3 returned Notice Packets, none were returned with a forwarding address. ILYM  
17 Group performed a computerized skip trace on the 3 returned Notice Packets that did not have a forwarding  
18 address, in an effort to obtain an updated address for purpose of re-mailing the Notice Packet. As a result  
19 of this skip trace, 2 updated addresses were obtained and the Notice Packet was promptly re-mailed to those  
20 Settlement Class Members, via U.S First Class Mail.

21           9.       As of the date of this declaration, a total of 2 Notice Packets have been re-mailed.  
22 Specifically, none were re-mailed as a result of a forwarding address provided by the USPS, 2 have been re-  
23 mailed as a result of ILYM Group’s skip tracing efforts.

24           10.      As of the date of this declaration, a total of 1 Notice Packet has been deemed undeliverable.  
25 Specifically, 1 has been deemed undeliverable as no updated address was found notwithstanding the skip  
26 tracing.

27           11.      As of the date of this declaration, ILYM Group has received no requests for exclusion.  
28 The deadline to request exclusion from the Settlement is August 7, 2020.

1 12. As of the date of this declaration, ILYM Group has not received any objections to the  
 2 Settlement. The deadline to file an objection to the Settlement is August 7, 2020.

3 13. As of the date of this declaration, ILYM Group will report a total of 380 Participating  
 4 Claimants, representing 100% of the 380 Settlement Class Members.

5 14. Participating Claimants will receive a proportional share of the Net Settlement Fund through  
 6 individual settlement payments, based on the number of workweeks worked by Class Members during the  
 7 Class Period. The Net Settlement Fund is the amount remaining after deduction of the Court-approved  
 8 payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class  
 9 Representative Enhancement Award, Claims Administration Fees to ILYM Group, and the PAGA  
 10 allocation, e.g.,

<b>Gross Settlement Fund</b>	<b>\$ 350,000.00</b>
Class Counsel Fees	\$ 87,500.00
Class Counsel Litigation Costs	\$ 16,000.00
Enhancement Award- Fred Tollini	\$ 5,000.00
Administration Fees	\$ 7,500.00
LWDA Payment	\$ 3,750.00
<b>Net Settlement Fund (estimated)</b>	<b>\$ 230,250.00</b>

18 To determine a Participating Claimant’s individual settlement award payment, the distribution shall be  
 19 divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks  
 20 worked by each Class Member during the Class Period, to the total number of Applicable Workweeks  
 21 worked by all Class Members during the Class Period. Based on these calculations, the Participating  
 22 Claimants will receive an estimated average gross payment of \$605.92, with the estimated highest gross  
 23 payment being \$1,798.48.

24 15. ILYM Group’s total fees and costs for services in connection with the administration of this  
 25 Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for  
 26 completion of the settlement administration, are \$7,500.00. ILYM Group’s work in connection with this  
 27 matter will continue with the calculation of the settlement award payments, issuance and mailing of the  
 28 settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that

1 the Parties mutually agree to and/or the Court orders ILYM Group to perform.

2 I declare under penalty of perjury under the laws of the State of California and the United States  
3 that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed  
4 this day of June 19, 2020, at Tustin, California.

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7 LLUVIA ISLAS  
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# **EXHIBIT “A”**

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA  
*Fred Tollini v. CGI Federal Inc.*  
Case No. 18-cv-03275-MMC  
**NOTICE OF CLASS ACTION SETTLEMENT**

ATTN: «FirstName» «LastName»  
«Address»  
«City» «State» «Zip»

**PLEASE READ THIS NOTICE CAREFULLY: IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS. TO:**

**ALL CURRENT AND FORMER NON-EXEMPT INDIVIDUALS EMPLOYED BY CGI FEDERAL INC. WITHIN THE STATE OF CALIFORNIA AT ANY TIME DURING THE PERIOD FROM APRIL 30, 2014 TO MAY 27, 2019 (“CLASS MEMBERS” OR “CLASS”).**

**1. *Why Have I Received This Notice?***

This Notice of Class Action Settlement (“Notice”) was sent to you to inform you that the United States District Court for the Northern District of California has preliminarily approved the terms of a class action settlement in a lawsuit filed against CGI Federal Inc. (“CGI Federal” or “Defendant”) by a former employee named Fred Tollini (“Plaintiff”), alleging unpaid minimum and overtime wages under the Fair Labor Standards Act (“FLSA”) and the California Labor Code, denial of meal periods, inaccurate wage statements, improper deductions from wages, waiting time penalties, and seeking additional penalties and interest, including penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004 (“PAGA”) and equitable relief under the Business & Professions Code. Plaintiff’s lawsuit is brought on behalf of all current and former non-exempt individuals employed by CGI Federal within the State of California between April 30, 2014 and May 27, 2019. CGI Federal’s records indicate that you may be a Class Member. The settlement will resolve all Class Members’ Released Claims (described in Section 9, below) for the time period from April 30, 2014 through May 22, 2020, the date of preliminary approval of the settlement by the Court.

Preliminary Approval Hearings were held on January 3, 2020 and May 15, 2020, in the United States District Court for the Northern District of California. On May 22, 2020, the Court preliminarily approved the class action settlement reached by the Plaintiff and CGI Federal (the “Parties”) and directed that you and the other Class Members receive this Notice. The Court also preliminarily appointed Plaintiff as the representative of the Class (“Class Representative”).

The Court will hold a Final Approval Hearing concerning the proposed settlement on September 4, 2020 at 9:00a.m., in Courtroom 7 on the 19th Floor of the United States District Court for the Northern District of California, the Hon. Maxine M. Chesney presiding, located at 450 Golden Gate Avenue, San Francisco, California, 94102.

On April 30, 2018, Plaintiff Fred Tollini filed a state-court lawsuit against Defendant, on behalf of himself and all other

**2. *What Is This Case About?***

individuals who have been employed by CGI Federal as non-exempt employees in California at any time after April 30, 2014 (the “Action”). On June 1, 2018, CGI Federal removed the Action to the United States District Court for the Northern District of California. On July 23, 2018, Plaintiff filed a First Amended Complaint in the Action.

Plaintiff alleges in the Action that CGI Federal failed to pay minimum and overtime wages under the FLSA and the California Labor Code, failed to provide meal periods, provided employees with inaccurate wage statements, made improper deductions from wages, failed to timely pay final wages, and engaged in unfair business practices. Plaintiff claims that CGI Federal owed unpaid minimum and overtime wages, meal period premiums, and penalties and interest. Plaintiff also claims that CGI Federal owed civil penalties pursuant to PAGA, California Labor Code § 2698, *et seq.*

CGI Federal denies all of the allegations made by Plaintiff in the Action and denies that it is liable or owes damages or other compensation or remedies to anyone with respect to the alleged facts or causes of action asserted in the Action.

**3. *Am I a Class Member?***

You are a Class Member if you worked as a non-exempt employee for CGI Federal in California at any time from April 30, 2014 to May 27, 2019.

#### 4. *How Does This Class Action Settlement Work?*

In this lawsuit, Plaintiff sues on behalf of other current and former non-exempt employees who allegedly have similar claims. For purposes of this settlement, Plaintiff and these other employees are deemed to comprise a “Class” and are “Class Members.” The settlement of this lawsuit resolves the wage and hour claims of all Class Members, except for those who exclude themselves from the Class. Class Members who do not exclude themselves will be deemed “Settlement Class Members,” and will be eligible to receive a payment under the settlement based on their number of Workweeks (as defined in Section 5 below) from April 30, 2014 through May 27, 2019 (“Settlement Share”).

Persons who choose to exclude themselves from the Class will not receive a Settlement Share in this lawsuit, but they will preserve any claims they might have against CGI Federal that were asserted or that could have been asserted based on the allegations in the original and amended complaints in the Action.

The Court has not decided the Action in favor of Plaintiff or CGI Federal, or made any determination on the merits of the Action. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong. By agreeing to resolve the Action, all parties avoid the risks and cost of a trial, and the people affected will receive compensation quickly. Plaintiff and his attorneys think the settlement is in the best interests of the Class. CGI Federal denies the allegations of wrongdoing and violations of law alleged and further denies any liability whatsoever to Plaintiff or the Class. CGI Federal is settling the Action as a compromise.

The Court file has the Settlement Agreement and Release of Claims (“Settlement Agreement”) and other papers in this case, which are available for your review during the Court’s normal hours of operation. You may go there in person to review the documents at the Office of the Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102. Please confirm the office is open before coming to the court. You may also view the documents online at the website listed in Section 15 of this notice.

The Court must review the terms of the settlement and make a final determination as to whether it is fair, adequate and reasonable. A hearing will be held (“Final Approval Hearing”), at which time the Court will decide these issues. See Section 14 below for more information.

#### 5. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are explained below.

<b>STAY IN THE CLASS:</b>	<b>If you do not request to be excluded from the Settlement Class, you will remain a member of the Settlement Class, and if the Court grants final approval of the settlement, you will receive a Settlement Share based on the number of weeks you worked three days or more for CGI Federal as a non-exempt employee within the State of California during the time period from April 30, 2014 through May 27, 2019 (“Workweeks”).</b> In exchange, you give up the right to sue CGI Federal for the Released Claims, which are defined in Section 9, below. To ensure you receive your Settlement Share, all you need to do is keep the Settlement Administrator informed of your current mailing address. If the Court grants final approval of the Settlement, the Administrator will mail your check to the address on file for you. You will have 180 days from the date on the check to cash the check. If you do not cash the check, the money will revert to the state but you may still be able to claim the funds under the California Unclaimed Property Law.
<b>ASK TO BE EXCLUDED:</b>	<b>If you ask to be excluded or “opt out” of the Settlement Class by August 7, 2020, and if the Court grants final approval of the settlement, you will not receive payment under the settlement, but you will retain any rights you might have to sue CGI Federal for the claims resolved through this settlement. YOU CANNOT ASK TO BE EXCLUDED AND STILL RECEIVE A SETTLEMENT SHARE.</b>
<b>OBJECT:</b>	<b>You may object to the proposed settlement.</b> Only Class Members who do not request to be excluded from the settlement ( <i>i.e.</i> , Settlement Class Members) may object to the settlement. You will have up to August 7, 2020, to object. If your objection is overruled by the Court, you will still receive a Settlement Share, and you will be bound by the terms of this settlement.



## 6. *What Does the Settlement Provide?*

Under the proposed settlement, CGI Federal will pay \$350,000.00 to fully and finally resolve all claims in the Action (the “Gross Fund Value”). The amount to be distributed to Class Members who do not exclude themselves from the settlement (the “Net Fund Value”) will be the Gross Fund Value, minus the following amounts: (a) Settlement Administration Costs, which shall not exceed \$7,500.00; (b) enhancement payment to Plaintiff Fred Tollini not to exceed \$5,000.00 for his work and efforts in prosecuting this case; (c) Class Counsel’s attorney’s fees not to exceed 25% of the Gross Fund Value, or \$87,500.00; (d) reimbursement of Class Counsel’s actual litigation costs and expenses in an amount not to exceed \$16,000.00; (e) payment of \$3,750.00 to the Labor and Workforce Development Agency for its share of the penalties under the PAGA (“LWDA Payment”); and (f) the employer-side payroll tax due with respect to the Settlement Shares as a result of the settlement. **The attorneys’ fees, litigation costs and expenses, enhancement payment, Settlement Administration Costs, and LWDA Payment are all subject to Court approval.**

The shares of the Net Fund Value for Class Members who exclude themselves from the Settlement Class will be distributed *pro rata* to the Class Members who did not exclude themselves from the Settlement Class (*i.e.*, Settlement Class Members), based upon their initial allocations.

## 7. *How Much Will My Settlement Share Be?*

Each Class Member’s estimated Settlement Share is calculated as follows: each Class Member’s estimated number of Workweeks (defined as any week in which the Class Member worked three or more days) is divided by the total Workweeks of all Class Members. The Net Fund Value is then multiplied by the resulting fraction.

**According to CGI Federal’s records, you were employed by CGI Federal within the State of California as a non-exempt employee for <<workweeks>> weeks during the time period from April 30, 2014 through May 27, 2019.**

**Based on your Workweeks, your estimated gross Settlement Share, before payroll taxes, is <<estimated settlement amount>>**

Each Settlement Share will be allocated as follows for tax purposes: 25% as wages, to be reported on an IRS W- 2, and which will be reduced for the Class Member’s share of taxes and withholdings; and 75% as interest, penalties, and liquidated damages, which portion shall be reported on an IRS Form 1099, and which will not be subject to reduction for taxes and withholdings.

If you believe that the number of Workweeks credited to you, as stated above, is not correct, please see Section 8, below.

## 8. *What if I Believe My Workweeks Are Inaccurate?*

If you believe your number of Workweeks is inaccurate, you may dispute it by mailing a letter to ILYM Group, Inc., P.O. Box 2031 Tustin, CA 92781, postmarked no later than August 7, 2020 (“Dispute”). To be valid, your Dispute must contain all of the following information: (1) your name, current address, phone number and last four digits of your Social Security number; (2) your signature, or the signature of a lawful representative; (3) the name of the case (the case name is *Fred Tollini v. CGI Federal Inc.*); (4) the number of Workweeks you contend to have worked; and (5) any materials/documentation in support of your Dispute.

## 9. *How Does This Settlement Affect My Rights?*

If you do not exclude yourself from (“opt out of”) the settlement, and the settlement is approved by the Court, you will release the claims resolved by the settlement. This means you will not be able to sue, continue to sue, or be part of any other lawsuit against CGI Federal that involves the same legal claims as those resolved through this settlement. Specifically, you will be giving up or “releasing” the “Released Claims” described below:

**Released Claims:** Upon the Effective Date (*i.e.*, after any and all appeals have been resolved), Plaintiff and each member of the Settlement Class shall be deemed to have released Defendant and any parent, subsidiary, affiliate, predecessor or successor, and any and all agents, employees, officers, directors, insurers, and attorneys thereof (the “Releasees”), from any and all claims, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys’ fees, damages, actions, or causes of action contingent or accrued for any and all claims that were asserted

in the original and amended complaints filed in the Lawsuit, or any claims, known or unknown, which could have been asserted based on the allegations in the original and amended complaints filed in the Lawsuit, including, without limitation, any claims under federal and state law, claims for unpaid wages, claims for unpaid minimum wages, claims for unpaid overtime, claims for missed meal breaks, claims for meal break penalties, claims for liquidated damages, claims for unlawful deductions from wages, claims for conversion of wages, claims for record-keeping violations, claims for wage-statement penalties, claims for “waiting time” penalties, claims of late/untimely payment of wages, and claims under the applicable California Wage Orders and the California Labor Code, as well as claims under Business and Professions Code section 17200 *et seq.*, and claims for penalties pursuant to Labor Code section 2698, *et seq.* (the PAGA) based on alleged violations of the applicable Wage Orders and Labor Code provisions, including claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties, claims under the FLSA, and any other benefit claimed on account of the allegations asserted or that could have been asserted in the complaints filed in the Lawsuit (the “Released Claims”). This Settlement Agreement is expressly conditioned upon the release by all Settlement Class Members of any claim under Labor Code section 2698, *et seq.* as to the released claims set forth above, and upon covenants by all Settlement Class Members that they will not participate in any proceeding seeking damages or penalties as to all the Released Claims set forth above. The Parties stipulate that beyond the Gross Fund Value, Defendant shall not owe any further monies to the Settlement Class or to the State of California based upon any claim made in the Lawsuit or in any original or amended complaint filed therein. This release shall apply to all claims arising at any point up to preliminary approval of the settlement by the court.

If you do not exclude yourself from the settlement, the endorsement and cashing of your settlement check will be deemed to be your consent in writing to become a party to this action for the purposes of effectuating the settlement and release of claims arising under the FLSA.

### **10. How Do I Opt Out or Exclude Myself From This Settlement?**

To exclude yourself from the settlement, you must send a written request to be excluded from the settlement (“Opt Out”) to the Settlement Administrator, postmarked no later than August 7, 2020, at the following address: ILYM Group, Inc., P.O. Box 2031 Tustin, CA 92781.

To be valid, your Opt Out must include all of the following information: (1) your name, current address, phone number and last four digits of your Social Security number; (2) your signature, or the signature of a lawful representative; (3) the name of the case (the case name is *Fred Tollini v. CGI Federal Inc.*); and (4) a clear statement that you wish to be excluded from the settlement.

If you send an Opt Out to the Settlement Administrator which complies with the above requirements, you will not be a member of the Settlement Class, you will not participate in this settlement, and you will receive no benefit from this settlement. By opting out of the Settlement Class, you will retain whatever rights or claims you may have against CGI Federal, and you will be free to pursue them, at your own cost, if you choose to do so.

### **11. How Do I Object to The Settlement?**

If you are a member of the Class who does not opt out of the Settlement Class, you may object to the settlement or any aspect of the settlement.

You can ask the Court to deny approval of the settlement by filing an objection. You can’t ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, within 60 days of this Notice, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must: (a) contain your full name, current mailing address, and last four digits of your Social Security Number; (b) clearly identify the case name and number (*Fred Tollini v. CGI Federal Inc.*, Case Number 18-cv-03275-MMC), (c) contain a statement that you wish to object to the settlement and a clear statement of the grounds for your objection; (d) be submitted to the Court either by mailing to the Clerk, United States District Court for the Northern District of California, Box 36060, 450 Golden Gate Avenue, San Francisco, California, 94102, or by filing in person at any location of the United States District Court for the Northern District of California, (e) be mailed to the Settlement Administrator at ILYM Group, Inc., P.O. Box 2031 Tustin, CA 92781, and (f) be filed or postmarked on or before August 7, 2020. Additionally, if you wish to be heard at the time of the Final Approval Hearing, your objection must also clearly state your intention to appear at the Final Approval Hearing.

Objecting to the settlement will not remove you from the Settlement Class. A Settlement Class Member who submits an objection remains bound by the settlement. To remove yourself from the Settlement Class, you must opt out of the

settlement by following the instructions in Section 10, above. If you opt out of the settlement, you may not object to the settlement.

### **12. Who Are the Attorneys Representing the Parties?**

#### **Attorneys for Plaintiff and the Settlement Class**

DAVID YEREMIAN & ASSOCIATES, INC.  
David Yeremian  
Roman Shkodnik  
535 N. Brand Blvd., Suite 705  
Glendale, California 91203

#### **Attorneys for CGI Federal Inc.**

SEYFARTH SHAW LLP  
Catherine M. Dacre  
Justin T. Curley  
560 Mission Street, Suite 3100  
San Francisco, California 9410

The Court has appointed the law firm of David Yeremian & Associates, Inc. to represent the Settlement Class. This law firm is referred to as "Class Counsel."

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

### **13. How Will Class Counsel and the Class Representative Be Paid?**

Class Counsel will be paid from the Gross Fund Value. Class Counsel will ask for up to 25% of the Gross Fund Value as attorneys' fees (or \$87,500.00 in attorney's fees) and for reimbursement of actual litigation costs and expenses in an amount not to exceed \$16,000.00. The actual amounts awarded shall be determined by the Court.

Class Counsel will also request that the Court approve an enhancement payment to the Class Representative of up to \$5,000.00 to be paid from the Gross Fund Value, for his service on behalf of the Class. Class Counsel will petition the Court for an award of attorneys' fees by motion to be filed with the Court within 14 days after the mailing of this Notice, at which time the motion will be available at the website listed in Section 15 below.

### **14. Notice of Hearing on Final Approval and Objections to Class Action Settlement**

You are hereby notified that a Final Approval Hearing will be held on September 4, 2020, at 9:00 a.m., in Courtroom 7 on the 19th Floor of the United States District Court for the Northern District of California, the Hon. Maxine M. Chesney presiding, located at 450 Golden Gate Avenue, San Francisco, California, 94102, to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be finally approved by the Court. The Court may change the date and time of the Final Approval Hearing without further notice to the Class Members. Class Members are advised to check the settlement website or the Court's Public Access to Court Electronic Records (PACER) site to confirm that the date has not been changed.

If final approval is granted by the Court, the Court will enter judgment pursuant to the Settlement, and all Class Members who have not requested exclusion from the Settlement Class will be deemed to have waived and released the Released Claims against the Releasees, as defined in Section 9, above.

### **15. How Do I Get More Information?**

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at [www.ilymgroup.com/CGIFederal.com](http://www.ilymgroup.com/CGIFederal.com), or contact Class Counsel at (818) 230- 8380, or access the Court docket in this case, for a fee, through the Court's PACER system at <https://ecf.cand.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California, 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. Please confirm the court is open before visiting.

If you have any additional questions about the settlement, you may also contact the Settlement Administrator:

*Tollini v. CGI Federal Inc. Class Action Settlement*  
c/o ILYM Group, Inc.,  
P.O. Box 2031  
Tustin, CA 92781  
Toll-Free Telephone Number: 1 (888) 250-6810

**PLEASE DO NOT TELEPHONE THE COURT OR CLERK'S OFFICE FOR INFORMATION ABOUT THIS SETTLEMENT. PLEASE DO NOT CONTACT CGI FEDERAL OR ITS REPRESENTATIVES FOR INFORMATION ABOUT THIS SETTLEMENT.**