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 on behalf of himself and all others similarly situated  
 10

11 UNITED STATES DISTRICT COURT  
 12 NORTHERN DISTRICT OF CALIFORNIA  
 13 SAN FRANCISCO DIVISION

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

15  
 16 Plaintiffs,

17 vs.

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

21 Defendants.  
 22  
 23

Case No.: 18-cv-03275-MMC

CLASS ACTION

*[Assigned for all purposes to the Honorable  
 Maxine M. Chesney]*

**~~[PROPOSED]~~ ORDER:**

**(1) GRANTING MOTION FOR FINAL  
 APPROVAL OF CLASS ACTION  
 SETTLEMENT; AND (2) GRANTING  
 MOTION FOR ATTORNEYS' FEES AND  
 COSTS AND SERVICE ENHANCEMENT  
 PAYMENT**

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

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

1 **ORDER**

2 On September 4, 2020, the Court heard Plaintiff Fred Tollini’s (“Plaintiff”) Unopposed  
3 Motion for Attorneys’ Fees and Costs and Class Representative Enhancement at Final Approval of  
4 Class Action Settlement (“Fees and Costs Motion”) and unopposed Motion for Final Approval  
5 Class and Collective Action Settlement as set forth in the Stipulation of Settlement of Class Action  
6 and Release (“Settlement Agreement”) and Addendum to Settlement Agreement and Release of  
7 Claims (“Addendum”) (collectively, the “Settlement”) and in the above-captioned action. In  
8 accordance with the Order Granting Plaintiff’s Unopposed Motion for Preliminary Approval of  
9 Class and Collective Settlement, Approval of Class Notice and Setting Final Approval Hearing  
10 (ECF No. 53), Class Members have been given notice of the terms of the Settlement and an  
11 opportunity to object to the Settlement, comment on it and exclude themselves from it.

12 Having considered the Settlement and the papers submitted by the Parties in support of  
13 final approval of the Settlement, the Court hereby orders and makes the following determinations:

14 1. The terms in this Order shall have the same meaning as assigned to them in the  
15 Settlement.

16 2. Class certification of the following Class and Collective, for settlement purposes  
17 only, is appropriate under Rule 23(b)(3) of the Federal Rules of Civil Procedure and 29 U.S.C. §  
18 216(b): all current and former non-exempt individuals employed by defendant within the State of  
19 California at any time during the period from April 30, 2014 through May 27, 2019.

20 3. The Class meets the ascertainability, numerosity, commonality and typicality  
21 requirements to justify certification, that individualized issues do not predominate over the issues  
22 of law and fact that are common to the class as a whole, and that resolution of this matter through  
23 a class action is superior to other available methods for fairly and efficiently adjudicating the  
24 controversy.

25 4. Plaintiff Fred Tollini is an adequate class representative and appoints him as such.

26 5. Class Counsel, David Yeremian and Roman Shkodnik of David Yeremian &  
27 Associates, Inc. have adequately represented the Class, and their appointment as Class Counsel is  
28 confirmed.

1 **FINAL APPROVAL OF NOTICE PROGRAM**

2 6. Pursuant to the Court’s Order Granting Plaintiff’s Unopposed Motion for  
3 Preliminary Approval of Class and Collective Settlement, Approval of Class Notice and Setting  
4 Final Approval Hearing (ECF No. 53), a Notice of Class Action Settlement (“Class Notice”) was  
5 mailed to Class Members by first class mail and also emailed to those class members for whom  
6 defendant possessed a last known email address. The Class Notice: (i) was the best practicable  
7 notice and satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and  
8 Constitutional due process; (ii) was reasonably calculated to apprise Class Members of the  
9 pendency of the Action, the terms of the Settlement, their right to participate in the Settlement,  
10 their right to exclude themselves from the Settlement, and their right to object to the Settlement,  
11 and/or appear at the Final Approval Hearing for, the Settlement; and (iii) constituted due,  
12 adequate, and sufficient notice of a class settlement under Federal Rule of Civil Procedure 23, due  
13 process, and any other applicable rules or law. The Court finds that these procedures afforded  
14 protections to Class Members and provided the basis for the Court to make an informed decision  
15 and approval of the Settlement.

16 **FINAL APPROVAL OF THE SETTLEMENT**

17 7. The terms of the Settlement are fair, reasonable and adequate, and the standards  
18 and applicable requirements for final approval of this class action settlement are satisfied,  
19 including the provisions of Rule 23 of the Federal Rules of Civil Procedure.

20 8. The Settlement has been reached as a result of non-collusive, arms-length  
21 negotiations, was achieved with the aid of an experienced mediator, and is approved in its entirety.

22 9. Class Counsel are experienced class action litigators and have expressed the view  
23 that the Settlement is fair, reasonable and adequate.

24 10. Pursuant to the terms of the Settlement, in exchange for the Settlement Class  
25 Members agreeing to release the Released Claims, the Gross Fund Value Defendant will be  
26 required to pay under the Settlement is \$350,000.00, which is inclusive of the Class Counsel’s  
27 Attorneys’ Fees, Litigation Expenses, Claims Administration Costs, the PAGA Penalty Payment,  
28 Settlement Payments to Settlement Class Members, and the Service Enhancement Payment to the

1 Class Representative. Taking into consideration: the nature of the Plaintiff’s claims; the nature of  
2 Defendant’s defenses; the expense, complexity and likely duration of further litigation; the risk of  
3 attaining and maintaining class action status throughout the litigation, the Court finds the amounts  
4 paid under the Settlement are fair and reasonable. Moreover, the allocation of individual  
5 settlement payments among the Settlement Class Members is fair, adequate and reasonable. The  
6 fact that a settlement represents a compromise of the Parties’ respective positions rather than the  
7 result of a finding of liability at trial also supports the Court’s decision to grant final approval.

8 11. There are three Class Members who timely requested exclusion from the  
9 Settlement, and no Class Members objected to it.

10 12. For the reasons stated on the record at the hearing, the Court finds the notice of  
11 settlement served by Plaintiff on the California Labor and Workforce Development Agency  
12 (“LWDA”) satisfied the requirements of the PAGA. The LWDA has expressed no objection to  
13 the Settlement.

14 13. For the reasons stated on the record at the hearing, the notice of settlement served  
15 by defendant on the U.S. and applicable state Attorneys General satisfies the requirements of the  
16 Class Action Fairness Act. No such government official has expressed an objection to the  
17 Settlement.

18 14. In sum, taking into account the (1) strength of the plaintiffs’ case, (2) the risk,  
19 expense, complexity, and likely duration of further litigation, (3) the risk of maintaining class  
20 action status throughout the trial, (4) the amount offered in settlement, (5) the extent of discovery  
21 completed and the stage of the proceedings, (6) the experience and views of counsel, (7) the  
22 presence of a governmental participant, and (8) the reaction of class members, the Court finds the  
23 Settlement is fair, adequate, reasonable and further finds the Settlement was made in good faith,  
24 negotiated at arm’s length and represents the best interests of the Parties. Accordingly, the Court  
25 finds the Settlement deserves this Court’s final approval and orders the Parties to consummate the  
26 Settlement in accordance with the terms thereof.

27 15. Neither this Final Approval Order, nor the Settlement shall constitute an admission  
28 by Defendant of any liability or wrongdoing whatsoever, nor is this Final Approval Order a

1 finding of the validity or invalidity of any claims in the action or a finding or wrongdoing by  
2 Defendant. Nor is any act performed or document executed pursuant to, or in furtherance of, the  
3 Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the  
4 validity of any Released Claims, or of any wrongdoing or liability of Defendant, Releasees, or any  
5 of them; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any  
6 fault or omission of Defendant, Releasees, or any of them, in any civil, criminal or administrative  
7 proceeding in any court, administrative agency or other tribunal, except for purposes of settling  
8 this action pursuant to the terms of the Settlement or enforcing the release of the Released Claims.

### 9 **DISMISSAL AND RELEASE**

10 16. This action shall be dismissed on the merits with prejudice, with each party bearing  
11 his/her/its own costs, except as provided in the Settlement.

12 17. By this Final Approval Order, Plaintiff Fred Tollini shall release, relinquish and  
13 discharge all claims released in Sections 20 and 22 of the Settlement, as set forth in the Settlement  
14 and incorporated by reference herein.

15 18. By this Final Approval Order, each of the Settlement Class Members who did not  
16 opt out of the Settlement shall be deemed to have fully, and forever released, relinquished, and  
17 discharged all claims released by Sections 18 and 19 of the Settlement, as set forth in the  
18 Settlement and incorporated by reference herein. The Class Members who requested to opt out  
19 are:

- 20 A. Cynthia Colvin
- 21 B. Jimmy Padoan
- 22 C. Talia Christine Yage

### 23 **ALLOCATION OF THE SETTLEMENT**

24 19. The Court approves that ILYM Group, Inc. will administer the settlement and shall  
25 be paid claims administration expenses in the amount of \$7,500.00 from the Gross Fund Value for  
26 its services rendered in administering the settlement, in accordance with the Settlement.

27 20. The PAGA Payment arising under the California Private Attorneys General Act of  
28 \$5,000.00 is approved, with the LWDA receiving \$3,750.00 and the remaining \$1,250.00 being

1 redistributed to the Settlement Class members who did not opt out. Payment of that amount shall  
2 be paid from the Gross Fund Value in accordance with the Settlement Agreement, and there shall  
3 be no further recourse for the civil penalties released under the terms of the Settlement.

4 21. Based upon application by Class Counsel and Plaintiff, and his valuable  
5 contribution to this litigation, the Court approves the payment of a Class Representative  
6 Enhancement and Service Award in the amount of **\$5,000.00** to Plaintiff (in addition to any  
7 recovery he may receive as a member of the Settlement Class) in exchange for all Releases and in  
8 recognition of his efforts and the risks he undertook in prosecuting this Action.

9 22. Based upon application by Class Counsel, the Court approves the payment of  
10 attorneys' fees to Class Counsel in the amount of **\$87,500.00**, which is 25% of the Gross Fund  
11 Value of **\$350,000.00** to be paid in the manner set forth in the Settlement Agreement. In  
12 determining an award of attorney's fees where the class action settlement establishes a common  
13 fund for the benefit of the class out of which the attorney's fee is awarded, courts have adopted the  
14 percentage of fee calculation. See Laffitte v. Robert Half Int'l, Inc., 1 Cal. 5th 480, 493-94  
15 (2016). The Court finds that a fee award at the Ninth Circuit 25% benchmark is reasonable in light  
16 of the factors to be considered, including: (1) the results achieved; (2) the risk of litigation; (3) the  
17 skill required; (4) the quality of work performed; (5) the contingent nature of the fee and the  
18 financial burden; and (6) the awards made in similar cases. See Barbosa v. Cargill Meat Solutions  
19 Corp., 297 F.R.D. 431, 449 (E.D. Cal. 2013) (citing Vizcaino v. Microsoft Corp., 290 F.3d 1043,  
20 1047 (9th Cir. 2002)). In addition, the Court finds the fee award reasonable under the lodestar  
21 cross-check method. See Laffitte, 1 Cal. 5th at. at 506; Vizcaino, 290 F.3d at 1043. In so finding,  
22 the Court has considered a variety of factors, including "the quality of the representation, the  
23 novelty and complexity of the issues, the results obtained, and the contingent risk presented." See  
24 Lealao v. Beneficial Cal., Inc., 82 Cal. App. 4th 19, 26 (2000); see also Hanlon v. Chrysler Corp.,  
25 150 F.3d 1011, 1029 (9th Cir. 1998).

26 23. Plaintiff's request for an award of reasonable litigation costs is also approved. Out  
27 of the **\$16,000.00** allocated to costs, Class Counsel has incurred **\$12,815.72** in costs through final  
28 approval. Class Counsel is awarded this amount, and the difference between that number and the

1 allocated amount will be added back into the Net Fund Value to be distributed to the Settlement  
2 Class Members in accordance with the Settlement Agreement.

3         24.     Within 10 days of the Effective date, Defendant shall provide deposit the full  
4 Gross Fund Value into an account established by the Settlement Administrator.

5         25.     Within 20 days after Defendant provides the total amount to be funded, the Claims  
6 Administrator shall pay to each Settlement Class Member his or her Individual Settlement Amount  
7 from the Net Fund Value, and make all other payments as set forth above, in accordance with the  
8 Settlement.

9         26.     The Settlement Agreement and this Final Approval Order, as well as the Judgment  
10 entered thereon, shall have *res judicata* and preclusive effect in all pending and future lawsuits or  
11 other proceedings that encompass any of Plaintiff's claims and the Released Claims released by  
12 the Settlement Class Members. The Settlement and this Final Approval Order and Judgment shall  
13 be binding on Plaintiff and the Settlement Class Members and others acting on their behalf.

14         27.     Plaintiff and the Settlement Class Members are permanently barred from filing,  
15 commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any  
16 other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction  
17 based on the claims released in the Settlement Agreement.

18         28.     The Settlement provided for herein, and any proceedings undertaken pursuant  
19 thereto, may not be offered, received, or construed as evidence of: a presumption, concession, or  
20 an admission by any Party of liability or non-liability; the certifiability or non-certifiability the  
21 class and collective claims resolved by the Settlement; the manageability or non-manageability of  
22 the PAGA representative claims resolved by the Settlement; provided, however, that reference  
23 may be made to this Settlement in such proceedings as may be necessary to effectuate the  
24 provisions of this Settlement.

25         29.     Without affecting the finality of the Final Approval Order and Judgment, the Court  
26 retains continuing jurisdiction over Plaintiff, Defendant, and the Settlement Class Members as to  
27 all matters concerning the administration, consummation, and enforcement of this Settlement  
28 Agreement.

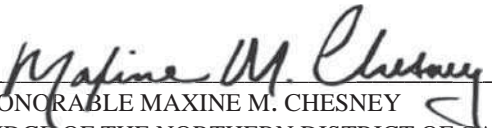
1           30.     No later than 200 days after the mailing of the settlement payment checks, the  
2 settlement administrator shall prepare and sign a declaration attaching as an exhibit all the  
3 settlement payment checks that have been cashed by the Settlement Class Members. Class  
4 Counsel shall file the declaration and exhibit with the Court within two weeks of receipt as the  
5 current record of all consents by Settlement Class Members to opt into the action and release Fair  
6 Labor Standards Act claims.

7           30.     After settlement administration and distribution of funds have been completed, the  
8 Parties shall file a report with this Court certifying compliance with the terms of the Settlement  
9 and this Order.

10          31.     If this Order is reversed on appeal or the Settlement Agreement is terminated or is  
11 not consummated for any reason, the foregoing certification of claims, appointment of the Class  
12 Representative and appointment of Class Counsel shall be void and of no further effect, and the  
13 parties shall be returned to the status each occupied before entry of this Order without prejudice to  
14 any legal argument that any of the parties might have asserted but for the Settlement.

15           **IT IS SO ORDERED.**

16  
17 DATED: September 4, 2020

  
HONORABLE MAXINE M. CHESNEY  
JUDGE OF THE NORTHERN DISTRICT OF CALIFORNIA