

1 **ACKERMANN & TILAJEF, P.C.**  
2 Craig J. Ackerman, CA Bar No. 229832  
3 [cja@ackermanntilajef.com](mailto:cja@ackermanntilajef.com)  
4 315 South Beverly Drive, Suite 504  
5 Los Angeles, California 90212  
6 Telephone: (310) 277-0614  
7 Facsimile: (310) 277-0635

**ELECTRONICALLY FILED**  
**4/12/2023 10:36 AM**  
**Kern County Superior Court**  
**By Ali Jan, Deputy**

6 **EMPLOYMENT RIGHTS LAW GROUP, APC.**  
7 Amir H. Seyedfarshi, CA Bar No. 301656  
8 [amir@employmentrightslawgroup.com](mailto:amir@employmentrightslawgroup.com)  
9 6380 Wilshire Blvd, Suite 1602  
10 Los Angeles, California 90048  
11 Telephone: (424) 777-0964

12 *Attorneys for Plaintiff, the Putative Class, the LWDA, and the Aggrieved Employees*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF KERN**

15 Hipolito Hernandez, individually and on  
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 Jakov Dulcich and Sons, LLC, a California  
20 Limited Liability Corporation and DOES 1 to  
21 100, inclusive

22 Defendant.

Case No.: BCV-20-102415  
Judge: Hon. J. Eric Bradshaw  
David Zulfa  
~~[PROPOSED]~~  
**FINAL JUDGMENT**

Date: May 11, 2023  
Time: 8:30 a.m.  
Dept.: J

1           1.       On May 11, 2023, the Court entered an Order Granting Motion for Final Approval of  
2 the Class Action Settlement (the “Final Approval Order”) between Plaintiff Hipolito Hernandez  
3 (“Plaintiff”), individually and on behalf of all others similarly situated, and Defendant Jakov Dulcich  
4 and Sons, LLC (“Defendant”) (collectively, the “Parties”). As set forth in the Court’s Final Approval  
5 Order, all settlement Class Members except for the one opt-out is hereby bound by the Final Approval  
6 Order and the terms of the Parties’ Class Action and PAGA Settlement Agreement (the “Settlement”  
7 or “Settlement Agreement”). A copy of the Settlement Agreement is attached as Exhibit 1 to the  
8 Declaration of Craig J. Ackerman in Support of the Motion for Preliminary Approval of Class  
9 Settlement filed on November 28, 2022.

10           **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

11           2.       All defined terms herein shall have the same meaning as defined in the Settlement  
12 Agreement, which is incorporated herein by reference in its entirety.

13           3.       The “Class” or “Class Members” refers to Plaintiff and all individuals who are or were  
14 employed by Jakov Dulcich and Sons, LLC as non-exempt hourly-paid employees and who worked at  
15 least one shift from October 16, 2016 through November 1, 2022 (“Settlement Class Members”).

16           4.       The Class consists of 1,476 participating Class Members.

17           5.       Defendant shall fund the settlement in the gross amount of **\$400,000.00** (plus any  
18 applicable employer-side payroll taxes) in accordance with the terms of the Settlement Agreement and  
19 the allocations set forth in the Final Approval Order.

20           6.       Consistent with the Settlement Agreement, when Defendant fully funds the entire Gross  
21 Settlement Amount and funds all employer payroll taxes, all Class Members, except for the one  
22 individual who requested exclusion from the settlement, shall release Defendant and all of its  
23 subsidiaries, affiliates, shareholders, related entities, managers, supervisors, owners, employees,  
24 representatives, members, agents, predecessors, successors, and assigns from those claims alleged in  
25 the Operative Complaint, that arose during the Class Period, including claims under Labor Code  
26 sections 201, 202, 203, 204, 210, 226, 226.7, 248.6, 510, 512, 1194, 1197, 1198, 2802, 6400, 6401,  
27 6403, 6404, 6407, as well as IWC Wage Order Nos. 8, 13, and 14, sections 3, 4, 5, 7, 11, and 12, and  
28 the California Business and Professions Code, based on the foregoing (the “Released Claims”), as well

as any civil penalty claims predicated on the claims alleged in the Operative Complaint under PAGA, Labor Code section 2699 et seq.

7. The following individual has timely opted out and is not subject to the terms of the settlement and this judgment: Rey Martinez. The individual who requested exclusion is still bound by the release of PAGA claims as contemplated in the Settlement.

8. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

9. This Final Judgment is intended to be a final disposition of the above captioned action in its entirety, and is intended to be immediately appealable. This Judgment resolves and extinguished all claims released by the Settlement Agreement against Defendants. Nothing in this Final Judgment is or may be deemed to be an admission by Defendant, nor is the Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither the Judgment, Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

**FINAL JUDGMENT IS HEREBY ENTERED.**

DATED: Signed: 5/11/2023 02:03 PM



HON. HON. David Zulfa  
JUDGE OF THE SUPERIOR COURT