

FRANK H. KIM, State Bar No. 264609
fkim@kim-legal.com
KIM LEGAL, APC
3435 Wilshire Blvd, Suite 2700
Los Angeles, CA 90010
Telephone: (323) 482-3300

HELEN U. KIM, State Bar No. 260195
helen@helenkimlaw.com
HELEN KIM LAW, APC
3435 Wilshire Blvd, Suite 2700
Los Angeles, CA 90010
Telephone: (323) 487-9151

Attorneys for Plaintiff MICHAEL PEARSON

[Additional Attorneys on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MICHAEL PEARSON, individually and on
behalf of other persons similarly situated,

Plaintiff,

v.

WEST BRANDS, LLC, a Delaware limited
liability company; VERY GOOD TOURING,
INC., a California corporation; KANYE
WEST, an individual; AJR FILMS INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 20STCV31684

[The Hon. Carolyn B. Kuhl, Dept. 12]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AND JUDGMENT THEREON**

Date: June 20, 2025

Time: 10:30 a.m.

Dept.: SS-17

Complaint Filed: August 20, 2020

Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

07/28/2025

David W. Saylor, Executive Officer / Clerk of Court

By: L. McGreene Deputy

1 DARA TABESH (SBN 230434)
2 dara.tabesh@ecotechlaw.com
3 ECOTECH LAW GROUP, P.C.
4 5 Third Street, Suite 700
5 San Francisco, CA 94103
6 Telephone: (415) 503-9164
7 Facsimile: (415) 651-8639

8 Attorneys for Plaintiff MICHAEL PEARSON
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1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class and representative action lawsuit brought by Plaintiff
3 Michael Pearson (“Class Representative” or “Plaintiff”) against Defendants West Brands, LLC,
4 Very Good Touring, Inc., Kanye West, and AJR Films, Inc. (together, “Defendants”). The Motion
5 for Final Approval of Class Action Settlement came before this Court, on June 20, 2025.

6 **WHEREAS**, Judge Carolyn B. Kuhl granted preliminary approval of the Class Action and
7 PAGA Settlement Agreement (“Agreement”) dated October 3, 2024.

8 **WHEREAS**, Plaintiff Michael Pearson has applied to the Court for an order granting final
9 approval of the Agreement.

10 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
11 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
12 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
13 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Frank H. Kim,
14 Michael Pearson; Helen U. Kim, and Cassandra Polites of ILYM Group, Inc. and the supporting
15 documents annexed thereto, now finds:

16 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

17 1. The Court has personal jurisdiction over all Class Members and that the Court has
18 subject matter jurisdiction to approve the Agreement;

19 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
20 in compliance with California Code of Civil Procedure, the California and United States
21 Constitutions (including the due process clauses), the California Rules of Court and any other
22 applicable law, and in the best interest of each of the Parties and the Class Members and is hereby
23 finally approved in all respects.

24 3. The Parties are hereby directed to perform the terms of the Settlement as described
25 in the Agreement according to its terms and provisions.

26 4. The Agreement is binding on Plaintiff and all other Class Members, except those
27 who timely and properly filed Request for Exclusion, as well as their heirs, executors and
28 administrators, successors and assigns.

1 5. There are zero (0) valid requests for exclusion.

2 6. There are no objectors to the Agreement.

3 7. It is ordered that the Class is certified for settlement purposes only. The Court finds
4 that an ascertainable class exists and a well-defined community of interest exists in the questions
5 of law and fact involved because in the context of the Agreement: (i) there are questions of law
6 and fact common to the Class Members which, as to the Agreement and all related matters,
7 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of
8 the Class Members; and (iii) in negotiating, entering into and implementing the Agreement,
9 Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest
10 of the Class Members.

11 8. The Court finds that the Notice and notice methodology implemented pursuant to
12 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
13 reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the
14 Action, their right to object to or exclude themselves from the proposed Agreement and their right
15 to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and
16 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements
17 of the California Code of Civil Procedure, the California and United States Constitution (including
18 the Due Process Clause), the California Rules of Court and any other applicable law.

19 9. The Class is hereby made final. The Class is defined as: "any and all individuals
20 who worked as performers, vocalists, dancers, or other extras in preparation for and during the
21 Nebuchadnezzar concert in Los Angeles, California, at any time from November 23, 2019, to
22 November 24, 2019" ("Settlement Class Members" or "Class Members").

23 10. The "Class Period" is the period from November 23, 2019, through January 31,
24 2020.

25 11. The Aggrieved Employees are hereby made final. The Aggrieved Employees are
26 defined as: "any and all individuals who worked as performers, vocalists, dancers, or other extras
27 in preparation for and during the Nebuchadnezzar concert in Los Angeles, California, at any time
28 from November 23, 2019, to November 24, 2019" ("Aggrieved Employees").

1 12. The “PAGA Period” is the single Pay Period during the PAGA Period in which an
2 Aggrieved Employee worked as a performer, vocalist, dancers, or other extras during the
3 Nebuchadnezzar concert in Los Angeles, California, at any time from November 23, 2019, to
4 November 24, 2019.

5 13. The Agreement is not an admission by Defendant, nor is this Final Order a finding
6 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
7 the Agreement, nor any document referred to herein, nor any action taken to carry out the
8 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
9 wrongdoing on the part of Defendant.

10 14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Class
11 Member shall fully release and discharge the Released Parties pursuant to the following release
12 and expressly waive and relinquish any and all claims, rights or benefits that they may have under
13 California Civil Code § 1542, which provides:

14
15 All Participating Class Members, on behalf of themselves and their respective
16 former and present representatives, agents, attorneys, heirs, administrators,
17 successors, assigns, release Released Parties from: all claims that were alleged, or
18 reasonably could have been alleged, arising out of the facts stated in the Operative
19 Complaint including, but not limited to, any and all claims involving any (a) alleged
20 failure to pay wages, including contractual, minimum wage, overtime wages,
21 double-time wages, and split shift wages; (b) failure to provide compliant, off-duty
22 meal periods, and failure pay any or correct extra compensation owed for failure to
23 provide compliant, off-duty meal periods; (c) failure to provide compliant, off-duty
24 rest breaks, and failure to pay any or correct extra compensation owed for failure
25 to provide complaint, off-duty rest breaks; (d) failure to reimburse for business
26 expenses; (e) failure to provide timely, accurate, and compliant itemized wage
27 statements; (f) failure to keep accurate records regarding wages or hours worked;
28 (g) failure to timely pay wages during employment; (h) failure to timely pay wages
on termination of employment; (i) claims for or derivative of misclassification as
an independent contractor; (j) clams for restitution, disgorgement, damages
expenses, attorneys fees, costs, statutory or civil penalties pursuant to or arising
from violation of any of the following: California Labor §§ 201, 202, 203, 204, 210,
216, 218.5, 222, 223, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 256, 432.5, 510, 512,
558, 558.1, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2698-
2699.6, 2775, 2802, 2804, 2810.5, 3353, the applicable Industrial Welfare
Commission Wage Order(s), California Civil Code § 1786, 15 U.S.C. § 1681; (k)
claims for unfair competition and unfair business practices, including for violation
of California Business Code §§ 17200, et seq.; and (l) claims for injunctive relief,
declaratory relief, interest, attorneys fees, or costs for any of the foregoing alleged
violations during the Class Period. Except as set forth in Section 5.1 with respect
to Plaintiff only, and Section 5.3 below with respect to Aggrieved Employees,
Participating Class Members do not release any other claims or claims based on

facts occurring after the Class Period.

15. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Aggrieved Employee shall fully release and discharge the Released Parties pursuant to the following release and expressly waive and relinquish any and all claims, rights or benefits that they may have under California Civil Code § 1542, which provides:

All Aggrieved Employees, whether Participating Class Members or Non-Participating Class Members, as well the State of California and all of its agencies/divisions (including the LWDA) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA/civil penalties that were alleged, or reasonably could have been alleged, arising out of the facts stated in the Operative Complaint and all PAGA notices including, but not limited to, any and all claims involving any: (a) alleged failure to pay wages, including contractual, minimum wage, overtime wages, double-time wages, and split shift wages; (b) failure to provide compliant, off-duty meal periods, and failure pay any or correct extra compensation owed for failure to provide compliant, off-duty meal periods; (c) failure to provide compliant, off-duty rest breaks, and failure to pay any or correct extra compensation owed for failure to provide complaint, off-duty rest breaks; (d) failure to reimburse for business expenses; (e) failure to provide timely, accurate, and compliant itemized wage statements; (f) failure to keep accurate records regarding wages or hours worked; (g) failure to timely pay wages during employment; (h) failure to timely pay wages on termination of employment; (i) claims for or derivative of misclassification as an independent contractor; (j) clams for civil penalties pursuant to or arising from violation of any of the following: California Labor §§ 201, 202, 203, 204, 210, 216, 218.5, 222, 223, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 256, 432.5, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2698-2699.6, 2775, 2802, 2804, 2810.5, 3353, the applicable Industrial Welfare Commission Wage Order(s), California Civil Code § 1786, 15 U.S.C. § 1681; and (k) all claims for recovery of attorney's fees and costs for any of the foregoing alleged violations during the PAGA Period.

16. Plaintiff and all Class Members who have not been timely and properly excluded from the Class, and any person acting on their behalf, are permanently barred and enjoined from:

(i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending

1 action) any lawsuit based on or relating to the Released Claims;

2 17. The Agreement provides that the Gross Settlement Amount is one million three
3 hundred fifty thousand dollars and zero cents (\$1,350,000.00). The Net Settlement Amount shall
4 be determined according to the terms of the Agreement.

5 18. The Court orders the calculations and the payments to be made and administered in
6 accordance with the terms of the Agreement.

7 19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
8 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
9 Kim Legal APC, Helen Kim Law, APC, and Dara Tabesh of EcoTech Law Group, P.C. as Class
10 Counsel in the Action.

11 20. The Court hereby finds the unopposed application of Class Counsel for a costs and
12 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
13 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$449,955.00
14 shall be paid for attorney fees and \$20,141.83 shall be paid for litigation costs.

15 21. The unopposed application of Class Counsel for an enhancement payment to
16 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$7,500.00 Class Representative
17 Enhancement Payment shall be allocated to Class Representative Michael Pearson.

18 22. The unopposed application of Class Counsel for claims administration fees to
19 Phoenix Settlement Administrators is hereby granted. Of the Gross Settlement Amount,
20 \$11,150.00 shall be paid for settlement administration fees.

21 23. Defendant shall have no further liability for costs, expenses, interest, attorneys'
22 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

23 24. The Court approves the PAGA Penalties in the amount of \$200,000.00. The Court
24 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
25 Agency ("LWDA") in the amount of \$150,000.00. The Court further directs that the remaining
26 25% of the PAGA Penalties, in the amount of \$50,000.00 shall be allocated to the Net Settlement
27 Amount for distribution to the Class Members.

28 25. If a Class Member does not cash his or her settlement check by the void date, the

uncashed funds shall be transmitted by the Administrator to the California Controller's Unclaimed Property Fund in the name of the Class Member.

26. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

27. The Court hereby grants and authorizes the Parties, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Class Members under the Stipulation.

28. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

29. This Final Order shall constitute a final judgment.

DATED: _____

JUDGE OF THE SUPERIOR COURT

07/28/2025



Carolyn B. Kuhl / Judge