

Behm-Steinberg, et al. v. California College of the Arts

c/o Apex Class Action LLC

PO Box 54668

Irvine, CA 92619

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL

Behm-Steinberg, et al. v. California College of the Arts
(Alameda County Superior Court, Case No. RG20081590)

As a current or former Part-time Adjunct Professor at California College of the Arts, or as a current or former employee of California College of the Art, you are entitled to receive money from a class action settlement.

READ THIS NOTICE CAREFULLY. This Notice relates to a proposed settlement of a class action lawsuit. If you are a Class Member, it contains important information affecting your rights to participate in the Settlement as further described below.

A court has authorized this notice. This is not an advertisement. You are not being sued.

You have received this Notice of Settlement because California College of the Arts (“Defendant” or “CCA”) records show you are a member of one or more of the following Classes: “Adjunct Class” or “Reimbursement Class” and therefore are entitled to a payment from this proposed class action Settlement. Each Class is defined as follows:

- “Adjunct Class” or “Adjunct Class Members” refers to all part-time adjunct instructors who worked for California College of the Arts at any time during the Class Period (November 20, 2016, through to September 8, 2020).
- “Reimbursement Class” or “Reimbursement Class Members” refers to all current and former employees of California College of the Arts who worked remotely in California at any time during the Reimbursement Class Period (March 11, 2020, through May 21, 2024).

The Settlement resolves a class-action lawsuit, *Behm-Steinberg, et al. v. California College of the Arts* (the “Lawsuit”), which alleges the following: on behalf of the Adjunct Class, the Lawsuit alleges that Defendant did not (1) issue accurate itemized wage statements, (2) pay wages for all hours worked; (3) provide compliant meal and rest breaks; and (4) pay all wages due upon discharge from employment; and, on behalf of the Reimbursement Class, which includes part-time adjunct instructors, the Lawsuit alleges that Defendant did not (5) reimburse for necessarily incurred expenses in carrying out their job duties for Defendant.

On December 17, 2024, the Alameda County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. CCA vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

The next hearing in this case is the Final Fairness and Approval, which will be held at Department 21 of Alameda Superior Court on June 24, 2025, located at 1225 Fallon Street Oakland, California 94612, before the Honorable Somnath Chatterjee. You are not required to attend the Hearing, but you are welcome to do so.

Why am I Receiving this Notice?

You were sent this Class Notice because you have a right to know about a proposed settlement of the Lawsuit and about your options before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains what this case is about, the proposed Settlement, your legal rights, what benefits are available, who is eligible for them, and how you will obtain them.

What is this Class Action and Settlement about?

This action was filed against Defendant California College of the Arts on November 20, 2020, by Plaintiffs Hugh Behm-Steinberg

and Arthur Kenzo (collectively, “Plaintiffs”). The operative Complaint, which is the Second Amended Complaint (the “Complaint”), filed on September 28, 2023, asserts claims against Defendant for alleged failure to (1) provide accurate wage statements to the Adjunct Class Members, (2) pay wages for all hours worked to the Adjunct Class Members, (3) provide compliant meal and rest breaks to the Adjunct Class Members, (4) pay all wages due upon discharge from employment to the Adjunct Class Members, and (5) reimburse necessarily incurred business expenses to the Reimbursement Class Members. The Complaint also seeks restitution pursuant to Business & Professions Code § 17200, et seq. and civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), based on the violations described immediately above, on behalf of Adjunct Class Members and Reimbursement Class Members.

In the claims alleged on behalf of the Adjunct Class Members, the Complaint alleges that Defendant misclassified part-time adjunct instructors as exempt because they did not meet the minimum monthly salary threshold required for the professional exemption under Labor Code § 515 and IWC Wage Order No. 4-2001. The Complaint alleges that, as a result of this misclassification, Defendant failed to issue wage statements to Adjunct Class Members that contained all the required information, including their hours worked and applicable hourly rates earned, failed to pay wages for all hours worked, failed to provide them with compliant meal and rest breaks, failed to pay them all wages earned upon discharge from employment, and failed to pay them all wages due upon termination. In the claim alleged on behalf of the Reimbursement Class Members, the Complaint alleges that employees were not *sufficiently* reimbursed for the cost of their home internet and personal cellphones incurred in connection with working from home as a result of the COVID-19 pandemic and were not reimbursed for the use of their personal cellphones in connection with the two-factor authentication.

The civil penalties sought under PAGA are based on these same theories of liability.

The proposed Settlement is not an admission of liability by Defendant. Throughout the course of litigation in the Lawsuit, Defendant has denied any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged in the Action. Defendant contends that it has complied with all applicable laws and regulations regarding all of those matters.

Class Counsel believes that the proposed Settlement is in the best interests of the Class Members. Further proceedings would be very expensive and take a long time. Moreover, no one can predict the precise outcome of the disputed issues in this case. Therefore, Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate for the Class Members.

Summary of the Settlement Terms

Defendant has agreed to pay \$1,250,000 (“Gross Settlement Amount”) to settle this case. The Gross Settlement includes: (1) costs of settlement administration up to \$15,000; (2) service payments of up to \$17,500 total (\$10,000 to Plaintiff Behm-Steinberg, and \$7,500 to Plaintiff Arthur Kenzo) for their time and efforts in pursuing this case and in exchange for a general release of claims against Released Parties they will agree to as part of this Settlement; (3) attorneys’ fees of up to 35% of the Settlement Amount (\$437,500) and up to \$40,000 in litigation costs to Class Counsel; and (4) payment allocated to PAGA penalties in the amount of \$35,000 of which 75% will be paid to the California Labor and Workforce Development Agency (“LWDA”) and 25% shall be paid equally to the Adjunct Class Members who worked during the Adjunct PAGA Period (defined as November 20, 2019 to September 8, 2020) and to the Reimbursement Aggrieved Employees who worked during the Reimbursement PAGA Period (defined as March 11, 2020 through May 21, 2024). After deducting these sums, a total of approximately \$706,000 will be available for distribution to the Class Members (“Net Settlement Amount” or “NSA”).

Distribution to Class Members

Participating Class Members (Class Members who do not exclude themselves from the Settlement) will each be paid an Individual Class Payment, distributed and calculated as follows:

- 80% of the NSA (approximately \$564,800) shall be allocated to the Adjunct Class Members and paid on a pro-rata basis based on the number of pay periods worked by an Adjunct Class Member during the Class Period (November 20, 2016, through September 8, 2020).
- 20% of the NSA (approximately \$141,200) shall be allocated to the Reimbursement Class Members and paid on a pro-rata basis based on the number of pay periods worked by the Reimbursement Class Member during the Reimbursement Class Period (March 11, 2020 through May 21, 2024). In calculating the pay periods worked by the Reimbursement Class Members, a 4.0 multiplier shall be applied to the pay periods before January 1, 2022.

Your Estimated Settlement Award

Defendant’s records show that you _____ a member of the Adjunct Class and that you worked a total of: _____ pay periods during the Adjunct Class Period. Your estimated pre-tax share of the Net Settlement Amount allocated to the Adjunct Class is \$_____.

Defendant's records show that you _____ a member of the Reimbursement Class and that you worked a total of: _____ pay periods during the Reimbursement Class Period. Your estimated share of the Net Settlement Amount allocated to the Reimbursement Class is \$_____.

Defendant's records show that you _____ an Adjunct Aggrieved Employee and/or Reimbursement Aggrieved Employee. Your estimated share of the 25% portion of the PAGA Payment distributed to the Adjunct/Reimbursement Aggrieved Employees is \$_____.

If you believe that the number of pay periods listed above is incorrect, you may notify the Settlement Administrator by fax, email, or mail and provide any supporting documents and information to the Settlement Administrator at the address listed below no later than May 17, 2025.

Tax Reporting

For tax reporting purposes, payments made to the Adjunct Class Members for the release and settlement of the claims of the Adjunct Class will be allocated 25% to wages subject to withholdings, which will be reported on IRS W 2 Form, and 75% to interest and penalties, which will be reported on IRS 1099 Forms. Payments made to Reimbursement Class Members for the release and settlement of the claims of the Reimbursement Class will be considered 100% non-wage income and interest and will be reported on IRS 1099 Forms. The PAGA payment paid to the Adjunct/Reimbursement Aggrieved Employees will be reported on IRS 1099 Forms.

Each Participating Class Member and/or Aggrieved Employee receiving an Individual Class Payment/Individual PAGA Payment shall be responsible for paying applicable federal, state, and local income taxes, if any, on all amounts such person receives pursuant to this Agreement, and Defendant shall have no liability, therefore.

Claims That You Are Releasing Under the Settlement

Release of Adjunct Class Claims: Each Participating Class Member who is a member of the Adjunct Class shall be deemed to have fully and finally released and discharged the Released Parties from all claims that have been pled or could have been pled on their behalf based on the factual allegations contained in the Second Amended Complaint, and that arise during the Adjunct Class Period including claims under Cal. Labor Code §§ 201-203, 226(a) and (e), 226.2, 226.7, 1194, 1194.2, 2699 et seq., IWC Wage Order No. 4-2001 §§ 4, 12, and Business & Professions Code § 17200, et seq.

Release of Reimbursement Class Claims: Each Participating Class Member who is a member of the Reimbursement Class shall be deemed to have fully and finally released and discharged the Released Parties from all claims that have been pled or could have been pled on their behalf based on the factual allegations contained in the Second Amended Complaint and that arise during the Reimbursement Class Period including claims under Cal. Labor Code §§ 2802, 2699 et seq., and Business & Professions Code § 17200, et seq.

Release of Adjunct PAGA Claims: The Labor & Workforce Development Agency, by and through Plaintiffs as agents and proxies of the Labor & Workforce Development Agency, shall be deemed to have fully and finally released and discharged the Released Parties of all PAGA claims that have been pled or could have been pled based on the factual allegations contained in the PAGA letter sent by Plaintiffs that occurred during the Adjunct PAGA Period as to the Adjunct Aggrieved Employees including claims under Labor Code §§ 201-203, 226(a) and (e), 226.2, 226.7, 512, 1194, 1194.2, 2699 et seq., IWC Wage Order No. 4-2001 §§ 4, 11, 12, and Business & Professions Code § 17200, et seq. The Labor & Workforce Development Agency may not pursue the same PAGA claims in any representative capacity that are being released herein in another action.

Release of Reimbursement PAGA Claims: The Labor & Workforce Development Agency, by and through Plaintiffs as agents and proxies of the Labor & Workforce Development Agency, shall be deemed to have fully and finally released and discharged the Released Parties of all PAGA claims that have been pled or could have been pled based on the factual allegations contained in the PAGA letter sent by Plaintiffs and that arise during the Reimbursement PAGA Period as to the Reimbursement Aggrieved Employees including claims under of Labor Code § 2802, and Business & Professions Code § 17200, et seq. The Labor & Workforce Development Agency may not pursue the same PAGA claims in any representative capacity that are being released herein in another action.

What are my Rights and Options?

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your payment because you are a member of all or one of the Classes, as applicable. If you do not dispute your number of pay periods worked listed here and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, address, and email address or telephone number, case name and number, and must be signed by you. Mail, fax, or email your written request for exclusion to:

Apex Class Action, LLC
P.O. Box 54668,
Irvine, CA 92619
claims@apexclassaction.com
Fax (949) 989-4428

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than May 17, 2025. You should not request exclusion if you wish to receive money from the Class Settlement. You do not have the right to be excluded from the PAGA Settlement, whether or not you exclude yourself from the Class Settlement.

Option 3 – Object to the Settlement

If you wish to object to the Settlement, you may file an objection in writing or appear at the Final Approval hearing. All written objections must provide your full name, address and telephone number, the case name and number, and your reasons why you think the Court should not approve the Settlement. If you choose to submit a written objection, your objection must be mailed, e-mailed or faxed to the Administrator no later than May 17, 2025. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your share of the Settlement.

Final Approval Hearing

A Final Approval Hearing will be held before the Honorable Somnath Chatterjee in Department 21 of the Superior Court of California, County of Alameda, located at 1225 Fallon Street Oakland, California 94612, on June 24, 2025, at 2:30 p.m. to determine whether the Settlement is fair, reasonable, and adequate. A motion for final approval of these items should be on file with the Court no later than May 30, 2025 and will be available for review after that date. This hearing may be continued without further direct notice to Class Members. It is not necessary for you to appear at this hearing.

What if I need more information?

This Notice of Class Action Settlement is only a summary of this case and the Settlement. You may visit the case website maintained by the Settlement Administrator at to review key documents filed in this case. Please **scan the QR code** to directly take you to the settlement website.



If you have any questions, you may also contact the Settlement Administrator at (800) 355 – 0700, or Class Counsel at:

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The pleadings and other records in this Lawsuit may be examined online on the Alameda County Superior Court’s Website, known as Court’s Website, known as ‘eCourt Public Portal,’ at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the ‘Search’ tab at the top of the page, then select the Document Downloads link, enter the case number (RG20081590) and click ‘Submit.’ Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge at the Clerk’s office at the Superior Court of the State of California for the County of Alameda, 1225 Fallon Street, Oakland, CA 94612.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION
ABOUT THIS SETTLEMENT**