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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

HUGH BEHM-STEINBERG and **ARTHUR KENZO**, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

CALIFORNIA COLLEGE OF THE ARTS, a California Non-Profit Corporation,

Defendant.

CASE NO. RG20081590

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 15, 2024
Time: 1:30 p.m.
Dept. 21; Hon. Noël Wise
Reservation ID: 271390350574

1 This matter is before the Court on Plaintiffs' unopposed Motion for Preliminary Approval based
2 on a Class Action and PAGA Settlement Agreement ("Settlement Agreement") in the above-titled case,
3 which is attached as **Exhibit 1** to the Declaration of Julian Hammond In Support of Plaintiffs' Motion
4 for Preliminary Approval of Class Action Settlement, filed herewith. The motion, having been fully
5 considered by the Court, is granted on the ground that the settlement set forth herein is within the range
6 of reasonableness. This Court will conduct a Final Fairness Hearing on _____, 2025 at _____
7 p.m., after notice has been provided to the Class Members as in the Settlement Agreement and below, to
8 confirm that the Settlement Agreement is fair, adequate and reasonable, and to determine whether a final
9 judgment should be entered in this action:

10 IT IS HEREBY ORDERED THAT:

11 1. This Order hereby incorporates by reference the definitions in the Settlement Agreement, and
12 all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

13 2. This Court preliminarily approves the Settlement Agreement and finds that it is within the
14 range of reasonableness as to the Classes and Defendant, and is the product of good faith, arm's length
15 negotiations between the parties.

16 3. This Court certifies the following provisional classes for the purposes of this settlement which
17 are defined as follows:

18 All part-time adjunct instructors who worked for Defendant in California
19 ("Adjunct Class Members") at any time from November 20, 2016 through
20 to September 8, 2020 ("Class Period");

21 and

22 All employees who worked for Defendant in California ("Reimbursement
23 Class Members") at any time from March 11, 2020 through to May 21, 2024
24 ("Reimbursement Class Period").

25 4. The Court finds that for the purposes of settlement, Plaintiffs have established in their moving
26 papers that all of the requirements for certification of a provisional settlement class pursuant to California
27 Rules of Court 3.769(d) are satisfied.

28 5. The Court appoints Apex Class Action as the Settlement Administrator. The Court further
preliminarily approves the payment of the settlement administration costs as provided in the Settlement
Agreement.

6. The Court appoints and designates Plaintiffs as the Class Representatives, and Julian

Hammond, Adrian Barnes, Polina Brandler, and Ari Cherniak of HammondLaw, P.C. as Class Counsel.

7. Notice, in the form attached hereto, shall be provided to the Class Members in the following manner: Within 30 calendar days of this Order, Defendant shall provide the Class Data to the Settlement Administrator. Within 10 business days of receiving the Class Data, the Settlement Administrator will send the Class Notice attached as **Exhibit A** to this Order (“Class Notice”) to the Classes via U.S. First Class Mail. Not less than 3 business days after the Settlement Administrator’s receipt of any Class Notice returned as undelivered, the Settlement Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Settlement Administrator shall conduct a Class Member Address Search, as defined in the Settlement Agreement, and re-mail the Class Notice to the most current address obtained.

8. Class Members shall have 60 calendar days from the date of the first mailing (“Response Deadline”) to submit requests for exclusion, objections, and/or challenges to the Individual Class Member Pay Periods, except for all Class Members whose notice is re-mailed the deadline will be extended an additional 14 calendar days beyond the Response Deadline.

9. Unless a Class Member submits a valid and timely Request for Exclusion as provided in the Settlement Agreement, they will automatically become a Participating Class Member. The Class Members who wish to be excluded from the settlement must send the Settlement Administrator by fax, email, or mail, a signed written Request for Exclusion that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address, and email address or telephone number. To be valid a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

10. Class Members will have the right to challenge the number of Individual Class Member Pay Periods allocated to the Class Member in the Class Notice. The Class Members may challenge the allocation by communicating with the Settlement Administrator via fax, email, or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Individual Class Member Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator’s determination of each Class Member’s allocation of Individual Class Member Pay Periods shall be final and not appealable or otherwise susceptible to challenge.

11. Only Participating Class Members may object to the class action components of the Settlement Agreement, including contesting the fairness of the Settlement, and/or amounts requested for

1 the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class
2 Representative Service Payments. Participating Class Members may send written objections to the
3 Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in court
4 (or hire an attorney to appear in court) to present verbal objections at the Final Approval Hearing.

5 12. The Final Approval Hearing shall be held on _____, 2025, at ____ p.m. to determine
6 whether the Settlement Agreement is fair, adequate, reasonable, and should be approved.

7
8 **IT IS SO ORDERED.**

9 Dated: _____, 2024

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11 _____
12 Hon. Noël Wise
13 Judge of the Superior Court
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EXHIBIT A

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 between 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 [DATE], 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 San Francisco Superior Court on [REDACTED], located at 1225

Fallon Street Oakland, California 94612, before the Honorable Noël Wise. 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; (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

Defendants have 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 work months before January 1, 2022.

Your Estimated Settlement Award

Defendant’s records show that you [are/are not] a member of the Adjunct Class and that you worked a total of: <<Number of Pay Periods>> pay periods during the Adjunct Class Period. Your estimated pre-tax share of the Net Settlement Amount allocated to the Adjunct Class is [XXXX].

Defendant's records show that you [are/are not] a member of the Reimbursement Class and that you worked a total of: <<Number of Pay Periods>> pay periods during the Reimbursement Class Period (March 11, 2020 through [INSERT]). Your estimated share of the Net Settlement Amount allocated to the Reimbursement Class is [\$XXX].

Defendant's records show that you [are/are not] 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 [\$XXX].

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 the **RESPONSE DEADLINE**.

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 Participating 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 therefor.

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: Each Adjunct Aggrieved Employee and the State of California 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 Operative Complaint and 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.

Release of Reimbursement PAGA Claims: Each Reimbursement Aggrieved Employee and the State of California 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 Operative Complaint and 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.

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 by U.S. First-Class Mail to:

[NAME]
[Address]
[email]
[fax]

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than [RESPONSE DEADLINE]. 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 to the Administrator no later than **[RESPONSE DEADLINE]**. 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 Noël Wise in Department 21 of the Superior Court of California, County of Alameda, located at 1225 Fallon Street Oakland, California 94612, on **[FA hearing date]** at **[FA hearing time]** 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 **[redacted]**, 2024 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 www._____.com to review key documents filed in this case.

If you have any questions, you may also contact the Settlement Administrator at **[redacted]**, 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**