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Attorney for Plaintiff Robin Unander

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA BARBARA, ANACAPA DIVISION**

ROBIN UNANDER, an individual,

Plaintiff,

v.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 20CV03768
*Assigned for all purposes to the Hon.
Colleen K. Sterne, Dept. SB-5*

**DECLARATION OF ERIN R. PARKS
IN SUPPORT OF STIPULATION RE
REQUEST FOR DISMISSAL
WITHOUT PREJUDICE**

*[Concurrently filed with Stipulation and
[Proposed] Order re Request for Dismissal
Without Prejudice]*

Complaint Filed: 11/16/2020
Trial Date: None set

DECLARATION OF ERIN R. PARKS

I, Erin R. Parks, hereby declare:

1. I am an attorney duly licensed to practice law before the courts of the State of California and a solo practitioner with the Law Office of Erin R. Parks, attorney of record Plaintiff Robin Unander ("Plaintiff"). I have personal knowledge of the facts stated herein and would and could testify competently thereto if called upon to do so. This declaration supports the parties' joint Stipulation re Requests for Dismissal Without Prejudice.

1 2. On November 16, 2020, Plaintiff filed her initial Private Attorney General Act
2 (“PAGA”) Complaint. Plaintiff’s lawsuit against Defendant The Regents of the University of
3 California (“The Regents”) consists of one cause of action brought pursuant to PAGA premised on
4 four underlying Labor Code statutes: 1) Labor Code § 226.8; 2) Labor Code § 204; 3) Labor Code
5 § 2802; and 4) Labor Code § 3700.

6 3. On April 1, 2021, Plaintiff’s filed her First Amended PAGA Complaint (“FAC”)
7 alleging that she and at least one other putative aggrieved employee was misclassified as
8 independent contractors for the work they performed as Student Legal Services Advisors at the
9 University of California, Santa Barbara. On May 28, 2021, The Regents demurred to Plaintiff’s
10 FAC. The Court granted the demurrer with leave to amend.

11 4. On July 26, 2021, Plaintiff filed a Second Amended PAGA Complaint (“SAC”). On
12 August 26, 2021, The Regents demurred to the SAC. On November 1, 2021, the Court heard The
13 Regents’ demurrer to Plaintiff’s SAC and took the matter under submission. On December 27, 2021,
14 the Court issued an Order vacating submission and allowing the parties to file supplemental briefs
15 for future hearing on April 11, 2022. The Court deemed The Regents’ demurrer to raise the issue
16 that Plaintiff failed to state any PAGA claim on the grounds that no statute upon which Plaintiff
17 bases that claim applies to defendant The Regents. (*See generally Gomez v. Regents of University*
18 *of California* (2021) 63 Cal.App.5th 386.) The Court announced its expectation that each statute
19 which forms the basis of Plaintiff’s PAGA claim will be discussed in supplemental briefs as it relates
20 to the issue of its application to The Regents under the constitutional immunity doctrine.

21 5. In its pending demurrer to Plaintiff’s SAC, The Regents disputes that Plaintiff can
22 maintain her PAGA claim against The Regents because she cannot maintain her claims predicated
23 on the underlying Labor Code violations of sections 226.8, 204, 2802, or 3700 as liability cannot
24 attach to The Regents. The Regents contends that under the decision in *Gomez v. Regents of*
25 *University of California* (2021) 63 Cal.App.5th 386, when a plaintiff cannot maintain the underlying
26 Labor Code claims, she cannot maintain a PAGA claim predicated on those same alleged violations.
27 The Regents further argues in its pending demurrer that even if various Labor Codes are applicable
28 to it, The Regents is immune under Government Code § 818 for damages imposed primarily for the

1 sake of example and by way of punishment, including PAGA penalties.

2 6. Plaintiff contends that both PAGA and the underlying Labor Code provisions apply
3 to The Regents. Plaintiff argues The Regents is not constitutionally exempt from the consequences
4 of the underlying Labor Code sections which have either been found to specifically apply to The
5 Regents, and/or are a legitimate exercise of the California's police powers and a matter of statewide
6 concern as applied to Plaintiff's case. Plaintiff argues *Gomez v. Regents of University of California*
7 (2021) 63 Cal.App.5th 386 is not controlling; no private right of action is required for Plaintiff to
8 proceed on her PAGA claims. Finally, Plaintiff argues that PAGA provides for civil penalties not
9 damages pursuant to the decisions in *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59
10 Cal.4th 348, 388-89 and *Kizer v. County of San Mateo* (1991) 53 Cal. 3d 139, 145-151.

11 7. The parties stipulated to have The Regents' demurrer hearing continued to allow the
12 parties to attend private mediation. On February 28, 2022, the parties attended a successful full-day
13 mediation with Lol Sorensen. To avoid the substantial expense, inconvenience, and uncertainty of
14 continued litigation, particularly considering the pending demurrer, the parties concluded, through
15 mediation, that they are willing to resolve the issues brought forth in Plaintiff's SAC. Specifically,
16 in exchange for Plaintiff's dismissal of her PAGA claim without prejudice, among other promises
17 and warranties, The Regents will pay Plaintiff the sum of fifty thousand dollars (\$50,000.00). The
18 parties have finalized a long form settlement agreement ("Agreement") providing for resolution of
19 the matter.

20 8. As the parties seek dismissal of Plaintiff's PAGA claim without prejudice, the
21 Agreement does not purport, in any way, to settle Plaintiff's PAGA claim on a representative basis
22 within the meaning of Labor Code section 2699(1)(2). The Agreement explicitly states that it shall
23 not affect any putative rights, remedies, obligations, or defenses as to any other putative aggrieved
24 employees of The Regents.

25 9. The parties believe that the settlement is fair, reasonable, adequate, and not
26 prejudicial to any of the putative aggrieved employees as alleged in Plaintiff's SAC. The settlement
27 does not purport to settle Plaintiff's PAGA claim on a representative basis, or any other rights,
28 remedies, obligations, or defenses under PAGA, of putative aggrieved employees.

ERIN R. PARKS

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Santa Barbara, State of California. My business address is 33 West Mission Street, Suite 201, Santa Barbara, California 93101.

On March 18, 2022, I served ☐ the originals ☒ true copies of the following document(s) described as:

**DECLARATION OF ERIN R. PARKS IN SUPPORT OF STIPULATION RE REQUEST
FOR DISMISSAL WITHOUT PREJUDICE**

on the interested parties in this action as follows:

Erin R. Parks, Esq.
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P: (805) 899-7717

Counsel for Plaintiff Robin Unander

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Due to Governor Newsom's Stay at Home order in response to the Coronavirus (COVID-19) pandemic, this office will be working remotely, has limited access to physical mail, and is therefore only using electronic mail. I caused the document(s) to be sent from e-mail address marisol@nshmlaw.com to the person(s) at the email address listed.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 18, 2022, at Santa Barbara, California.


MARISOL RAMIREZ