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Superior Court of California
County of Santa Barbara
Darrel E. Parker, Executive Officer
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA
ANACAPA DIVISION**

ROBIN UNANDER, an individual,

Plaintiff,

v.

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

Defendants.

Case No.: 20CV03768

**COMPLAINT UNDER PRIVATE
ATTORNEY GENERAL ACT (PAGA)
ARISING FROM WILLFUL
MISCLASSIFICATION
(Labor Code §§ 2698 et seq.)**

Plaintiff ROBIN UNANDER alleges as follows:

COMPLAINT UNDER PAGA

INTRODUCTORY ALLEGATIONS

1. This case involves defendant-employers' deliberate misclassification of Plaintiff as an independent contractor thereby denying her the fundamental protections due to employees under California's Labor Code. Plaintiff seeks to assess and collect on behalf of herself, and the California Labor and Workforce Development Agency, civil penalties under California's Private Attorney General Act (PAGA) set forth in Labor Code sections 2698 et seq. against defendants REGENTS OF UNIVERSITY OF CALIFORNIA, and DOES 1 through 50, inclusive (hereafter collectively referred to as Defendants).

2. Defendants' misclassification of Plaintiff resulted in the following:

a. Plaintiff was required to incur, and was not reimbursed for, Defendants' own business-related operating costs in the form of California State Bar Annual Fees, professional liability insurance, and operating expenses arising from working at home during the Covid 19 pandemic.

b. Plaintiff was not paid her wages on a regular payday no later than five days after the close of the monthly payroll period.

c. Plaintiff was not provided state-mandated Workers' Compensation protection.

3. Defendants' acts and omissions, as described herein, violated the following Labor Code sections:

a. Pursuant to Labor Code section 226.8, it is unlawful for an employer to willfully misclassify an employee as an independent contractor. "Willful misclassification" is defined as "voluntarily and knowingly misclassifying that individual as an independent contractor."

b. Labor Code section 2802 requires employers to reimburse California employees for "all necessary business expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." The purpose of Section 2802 is to prevent employers from passing their operating expenses to their employees.

COMPLAINT UNDER PAGA

1 c. Labor Code section 204 which provides in relevant part that wages for
2 employees directly employed by the Regents of the University of California shall be paid on a
3 regular payday. For the employees on a monthly payment schedule, payment is due no later
4 than five days after the close of the monthly payroll period. Important policy objectives
5 underlie the wage payment timing requirements set forth in Section 204: “[S]ection 204 . . .
6 pertains to the timing of wage payments”, and serves a very important public policy objective.
7 “It has long been recognized that wages are not ordinary debts, . . . and that, because of the
8 economic position of the average worker and, in particular, his dependence on wages for the
9 necessities of life for himself and his family, it is essential to the public welfare that he receive
10 his pay when it is due.” (*See’s Candy Shops, Inc. v. Superior Court* (2012) 210 Cal. App. 4th 889,
11 904.)

12 d. Labor Code section 3700 mandates that all California employers provide
13 workers’ compensation benefits to their employees. The basic principle of workers’
14 compensation is that employers assume responsibility for providing insurance that offers cash
15 and medical benefits for workers injured on the job without regard to fault; in return, employers
16 are protected from personal injury or other liability for workplace injuries or illnesses. Medical
17 bills and lost wages resulting from a work-related injury or death can place an enormous
18 economic and psychosocial burden on workers and their families, and have devastating
19 consequences for the family’s financial security.

20 4. Plaintiff brings this action on behalf of herself over whom Defendants retained and
21 exercised a level of control such that she was properly deemed an employee under California law.

22 JURISDICTION & VENUE

23 5. This Court has jurisdiction over Plaintiff’s claims for civil penalties under the
24 Private Attorneys General Act (PAGA) pursuant to California’s Labor Code sections 2698 et seq.

25 6. Venue is proper because Defendant REGENTS OF UNIVERSITY OF CALIFORNIA
26 operated within the County of Santa Barbara, California, where plaintiff worked at University
27 of California, Santa Barbara (hereinafter referred to as Regents, UCSB or defendant).
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COMPLAINT UNDER PAGA

1 **THE PARTIES**

2 7. Plaintiff ROBIN UNANDER is, and at all relevant times was, an adult female
3 resident of Santa Barbara County, California, and has worked for UCSB as a Student Legal
4 Services Advisor since October 2003.

5 8. Defendant Regents is, and at all times pertinent hereto has been, a public entity
6 organized and existing under the laws of the State of California. Defendant Regents is the
7 governing board of the University of California (UC), a public system of higher education
8 comprised of ten-campus (UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced,
9 UC Santa Barbara, UC Santa Cruz, UC San Diego, UC San Francisco, and UC Riverside).

10 9. The true names and capacities of defendants named as Does 1 through 50,
11 inclusive, are presently unknown to Plaintiff. Plaintiff will amend this Complaint setting forth
12 the true names and capacities of these fictitious defendants when they are ascertained. Plaintiff
13 is informed and believes and on that basis alleges that each of the fictitious defendants has
14 participated in the acts alleged in this complaint to have been done by the named defendants.

15 10. Plaintiff is informed and believes and on that basis alleges that each defendant,
16 whether named or fictitious, was the agent, servant and/or employee of each of the other
17 defendants, and in doing the things alleged to have been done in the complaint, acted within
18 the scope of such agency or employment, or ratified the acts of the other defendants.

19 **GENERAL ALLEGATIONS**

20 11. Defendant Regents establish university policy and make decisions that determine
21 employee status and compensation for all UC campuses and locations.

22 12. The following Regents campuses have legal resource centers supported by licensed
23 attorneys to serve the legal needs of students: UC Berkeley, UCLA, UCSB, UCSD, and most
24 recently UCSC. UCSB was the only campus that classified its Student Legal Services Advisor as
25 an independent contractor until July 2020.¹

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27 ¹ UCD, UCM and UCR have Student Legal Services operated by non-attorney staff
28 and/or volunteer attorneys.

1 13. The Associated Students Legal Resource Center (ASLRC or LRC) opened its doors
2 in or around June 1996 as a result of a student initiative to provide free legal counseling services
3 to UCSB students. In Winter 2000, the LRC evolved into the service that essentially still exists
4 today. The LRC was at all relevant times a non-profit, limited legal services office which had the
5 primary purpose of offering legal advice and education on matters of concern to UCSB students.

6 14. Plaintiff was misclassified as an independent contractor at UCSB by Defendant
7 Regents while she worked at the LRC from October 2003 through June 30, 2020.

8 15. As a condition to working for Defendant Regents at UCSB, Plaintiff was required
9 to sign form Independent Contractor Agreements prepared and approved by Defendant Regents
10 (IC Contracts).

11 16. Plaintiff worked for Defendant Regents on a long-term basis from October 2003
12 through June 30, 2020, rather than periodically, and had 11 separate IC Contracts with Defendant
13 Regents'. The last IC Contract dated July 1, 2017 was for a term of 3 years (July 1, 2017 IC
14 Contract). A copy of Defendant Regents' July 1, 2017 IC Contract is attached hereto and
15 incorporated herein as Exhibit "A".²

16 17. Defendant Regents' July 1, 2017 IC Contract required Plaintiff to acknowledge her
17 status as an independent contractor and concealed her status as an employee. (Introductory
18 ¶¶A, B, and ¶10.) While Defendant Regents' IC Contracts deceptively paid lip service to
19 Plaintiff's ostensible independence in determining her manner and means of work, in actual
20 practice, Defendants significantly controlled the details of the work performed by Plaintiff.

21 18. Defendant Regents' July 1, 2017 IC Contract unilaterally set Plaintiff's maximum
22 compensation limits. (Introductory ¶B., and ¶¶3 & 4.) Any additional hours or compensation
23 had to be approved by Plaintiff's supervisor, UCSB's A.S. Executive Director. Such total
24 compensation was not negotiable as would be expected in a true independent contractor
25 relationship.

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28 ² All subsequent Paragraph (¶) citations are to Exhibit "A" - July 1, 2017 IC Contract.

1 19. Per Defendant Regents' July 1, 2017 IC Contract, and in practice, Plaintiff was
2 supervised by UCSB's A.S. Executive Director. Plaintiff communicated with and reported to her
3 supervisor on a regular basis, and was requested to be available during off-hours for
4 communicating with her supervisor. Plaintiff's supervisor coordinated the work flow of the LRC
5 office and gave Plaintiff regular direction on the following: a. How to assist in the maintenance
6 of the daily operations of the LRC and the Self Help Legal Center (SHLC). b. How to perform
7 administrative tasks and communications necessary to support the LRC and SHLC. c. How to
8 support the SHLC by training undergraduate student interns and working with a team of UCSB
9 Career Staff employees. (See 5. E., 7.A., 11.)

10 20. Defendant Regents' July 1, 2017 IC Contract imposed on Plaintiff, and in practice
11 strictly oversaw, monthly reporting requirements by which Plaintiff was required to document,
12 on forms generated by Defendant Regents, a breakdown of the number and type of cases
13 addressed as well as a listing of additional services provided by Attorney, in the manner dictated
14 by Defendant Regents. Plaintiff was also required to "provide annual reports to her supervisor
15 detailing the number of consultations occurring in the office, any changes in the office or
16 programs, impacts of changes, needs of the office or service, and anything else relevant to the
17 LRC for the year." (§11.) Such records are kept and maintained by Defendant Regents.

18 21. Defendant Regents' July 1, 2017 IC Contract dictated that when Plaintiff was not
19 in student consultations, she had to use her time to benefit Defendant Regents doing "follow-up
20 phone calls, creating or updating resources, planning and preparing presentations, attending
21 meetings, preparing reports, collaborating with A.S. staff and students on the development of
22 the Self Help Legal Center, and other administrative functions". (§13.)

23 22. Defendant Regents' July 1, 2017 IC Contract required Plaintiff to focus time outside
24 of appointments with students on "Internal and External advising." (§15. D.)

25 23. Defendant Regents' July 1, 2017 IC Contract required Plaintiff to be responsible for
26 insuring that all students seeking legal assistance at the LRC signed a waiver form prepared by
27 Defendant Regents'. (§17. G.)
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1 24. Plaintiff's job as Student Legal Services Advisor for LRC was to give legal advice.
2 Under California law, in order to give legal advice, Plaintiff was required to be an active member
3 of the California State Bar. Yet, under Defendant Regents' July 1, 2017 IC Contract, Plaintiff was
4 made to assume Defendant Regents' responsibility to pay its operational expenses in the form
5 of her California State Bar Annual Fees. (¶9.)

6 25. While the performance of Plaintiff's job required her to give legal advice to UCSB
7 students, Defendant Regents' July 1, 2017 IC Contract specifically contracted around assumption
8 of liability for any of Plaintiff's legal services to UCSB students. (¶8.) Plaintiff was once again
9 made to assume responsibility to pay Defendant Regents' operational expenses in the form of
10 professional liability insurance.

11 26. Defendant Regents' July 1, 2017 IC Contract limited Plaintiff's hours to 30 hours per
12 week for 48 weeks a year. (¶3.) Plaintiff regularly worked for Defendant Regents 5 days a week,
13 6 hours per day. Plaintiff depended on Defendant Regents for her livelihood.

14 27. Plaintiff has been the sole holder of the Student Legal Services Advisor position
15 since October 2004. Despite the boilerplate language in Defendant Regents' July 1, 2017 IC
16 Contract, in practice, the days and hours worked by Plaintiff were prioritized by Defendant
17 Regents. (See ¶3.) Plaintiff's supervisor, UCSB's A.S. Executive Director, prioritized the hours
18 of the LRC to be those that best accommodated student availability.

19 28. Defendant Regents July 1, 2017 IC Contract prohibited Plaintiff from increasing her
20 profit on the basis of her own skills, efforts, and/or business ideas. Defendant Regents precluded
21 Plaintiff from being eligible for hire by any of the students who sought legal assistance at the
22 LRC. If she ever chose to represent students, it would have had to be on a pro bono basis.
23 Defendants also precluded her from accepting referral fees from other attorneys or legal offices
24 for student referrals. (¶7. D., E. & F.)

25 29. Until the onset of the Covid-19 pandemic, Plaintiff was required to work on UCSB's
26 campus. Defendants Regents' July 1, 2017 IC Contract required Plaintiff to work at the Pardall
27 Center, located in the Isla Vista office of the Associated Students at UCSB. Plaintiff was required
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1 to use Defendant Regents' office space, work-study office clerks, office supplies, utilities, books,
2 subscriptions, phone, computer and copier "as determined by the A.S. Executive Director to be
3 necessary." Defendant Regents also furnished Plaintiff with "a room appropriate for conducting
4 confidential interviews". (¶2.)

5 30. Defendant Regents' July 1, 2017 IC Contract prohibited Plaintiff from hiring other
6 subcontractors without the express consent and approval of the Defendant Regents. (¶16.)
7 Defendant Regents' July 1, 2017 IC Contract further prohibited Plaintiff from "hiring, supervising
8 and discharging support staff under this contract..." (¶17. B.)

9 31. Defendant Regents' July 1, 2017 IC Contract limited the type of clientele Plaintiff
10 could serve to only currently enrolled students at UCSB. (Introductory ¶D, ¶6. B.)

11 32. Defendant Regents' July 1, 2017 IC Contract limited the type of legal matters
12 Plaintiff could address with students, and required Plaintiff to prioritize landlord-tenant
13 matters. (¶15, A. & B.) And, in practice, Defendant Regents limited the length of time that
14 Plaintiff could spend with students.

15 33. Defendant Regents' July 1, 2017 IC Contract maintained the right to terminate
16 Plaintiff at will with 30 days notice. (¶12.)

17 34. Defendant Regents' July 1, 2017 IC Contract required Plaintiff to submit time
18 records on the last day of each month for services rendered under the IC Contracts. (¶4.)

19 35. While she was generally paid monthly, she was not paid on a regular payday, and
20 was not paid no later than five days after the close of the monthly payroll period as required by
21 the Labor Code. Instead, Plaintiff was paid only after she submitted time sheets, and at the
22 convenience of Defendant Regents.

23 36. Plaintiff was not engaged in a separate business practicing law from at least 2018
24 through 2020, but instead worked exclusively for Defendant Regents.

25 37. The Defendant Regents' July 1, 2017 IC Contract was modified in writing through
26 an Addendum prepared by Defendant Regents dated in June 2019 (Addendum). A copy of
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1 Defendant Regents' July 1, 2017 IC Contract Addendum is attached hereto and incorporated
2 herein as Exhibit "B".

3 38. Defendant Regents' July 1, 2017 IC Contract Addendum expanded the Legal
4 Services listed in Paragraph 5. D., of the Defendant Regents' July 1, 2017 IC Contract to include
5 providing additional support for UCSB's A.S. Isla Vista Tenant Union (IVTU). The Addendum
6 further exerts significant control over the details of Plaintiff's performance by dictating tasks in
7 detail along with the days and hours for performance of such tasks. (Addendum ¶¶ 1 & 2.)

8 39. The Addendum reinforced the at will nature of the relationship between the
9 parties by giving Defendant Regents the right to terminate Plaintiff's IVTU duties without cause
10 via 14 days written notice. (Addendum ¶ 3.)

11 40. From March 2020 through July 9, 2020, Plaintiff was required to incur Defendant
12 Regents' operating expenses in the form of cell phone use, printer use, internet use, and office
13 supplies (e.g. papers, staples, paperclips) due to the Covid 19 pandemic and the requirement that
14 she work from home. Plaintiff requested reimbursement for such expenses and Defendant
15 Regents' denied her request on the basis that she was (mis)classified as an independent
16 contractor.

17 FIRST CAUSE OF ACTION

18 **(For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act**

19 **[Labor Code §§ 2698 et seq.] - Against All Defendants)**

20 41. Plaintiff realleges and incorporates herein Paragraphs 1 through 40 as though set
21 forth in full.

22 42. As a result of the acts alleged herein, Plaintiff, as an aggrieved employee within the
23 meaning of Labor Code section 2699, subdivision (c), on behalf of herself, seeks the recovery of
24 civil penalties against Defendants pursuant to California Labor Code sections 2698 et seq., for
25 the following knowing and intentional violations of the California Labor Code:

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1 a. For willfully misclassifying Plaintiff as an independent contractor, and
2 engaging in a pattern or practice of committing said unlawful acts, in violation of Labor Code
3 section 226.8, against all Defendants;

4 b. For failing to indemnify Plaintiff for expenditures incurred by her in direct
5 consequence of her discharge of duties, in the form of California State Bar Annual Fees,
6 professional liability insurance, and operating expenses arising from working at home during
7 the Covid 19 pandemic, all in violation of Labor Code sections 2800, 2802, and 2804;

8 c. For failing to pay Plaintiff her wages on a regular payday no later than five
9 days after the close of the monthly payroll period in violation of Labor Code section 204; and

10 d. For failing to provide Plaintiff with state-mandated Workers' Compensation
11 protection in violation of Labor Code section 3700.

12 43. The above-referenced civil penalties shall include the recovery of amounts
13 specified in the applicable sections of the Labor Code, and if not specifically provided, those
14 under section 2699(f):

15 a. With respect to violations of Labor Code section 204, Labor Code section
16 210 imposes a penalty (apart from other penalties) of One Hundred Dollars (\$100) for each initial
17 violation, and Two Hundred Dollars (\$200) for each subsequent violation, in addition to 25% of
18 the amount unlawfully withheld.

19 b. With respect to violations of Labor Code section 226.8, a civil penalty of
20 not less than Five Thousand Dollars (\$5,000) and not more than Fifteen Thousand Dollars
21 (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.

22 44. Labor Code section 2699 et seq. imposes a civil penalty of One Hundred Dollars
23 (\$100) per pay period; per aggrieved employee for initial violations, and Two Hundred Dollars
24 (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code
25 provisions for which a civil penalty is not specifically provided.

26 45. To the extent applicable, Plaintiff has satisfied the requirements of Labor Code
27 section 2699.3.

46. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorney's fees and costs, which she is entitled to recover under Labor Code section 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. Reasonable attorneys' fees and costs, pursuant to California Labor Code section 2699, and California Code of Civil Procedure section 1021.5;
2. Civil penalties pursuant to California Labor Code 2699, according to proof;
3. Pre-judgment and post-judgment interest as provided by law; and
4. For such other and further relief as the Court deems proper.

ERIN R. PARKS

Dated: November 13, 2020

ERIN R. PARKS
Attorney for Plaintiff,
ROBIN UNANDER

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EXHIBIT “A”
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COMPLAINT UNDER PAGA

ASSOCIATED STUDENTS LEGAL SERVICES INDEPENDENT CONTRACTOR AGREEMENT

Agreement made July 1, 2017, between THE ASSOCIATED STUDENTS OF THE UNIVERSITY OF CALIFORNIA, SANTA BARBARA, of University Center, Room 2537, University of California, Santa Barbara, CA 93106, herein referred to as "ASUCSB," and ROBIN UNANDER, herein referred to as "Attorney."

The parties recite that:

- A. Attorney desires to perform professional services under an independent contractor agreement with ASUCSB.
- B. The Executive Director of ASUCSB has determined what a reasonable remuneration will be for Attorney on an independent contractor basis for such compensation and terms as hereinafter set forth.
- C. Attorney is willing to accept the terms and conditions contained in this agreement.
- D. Eligible students are defined as the registered undergraduate students at UCSB who receive information and education from Attorney. For any graduate student clients served, ASUCSB shall recharge the Graduate Students' Association for those consultations under a separate written agreement.

In consideration of the mutual promises hereinafter contained, it is agreed as follows:

1. DURATION OF AGREEMENT

The term of this agreement shall begin on July 1, 2017, and continue until June 30, 2020.

2. PLACE OF SERVICES RENDERED

Attorney's duties under this agreement shall be rendered at the Pardall Center, located in the Isla Vista office of the Associated Students at University of California, Santa Barbara. ASUCSB shall provide for office space, work-study office clerks, office supplies, utilities, books, subscriptions, phone, computer services and for advertising and duplicating expenses as requested by Attorney and determined by A.S. Executive Director to be necessary. ASUCSB shall furnish Attorney with a room appropriate for conducting confidential interviews at the A.S. Legal Resource Center office.

3. DATES AND HOURS OF WORK

Attorney's duties under this agreement shall be rendered during hours and days mutually agreed upon between A.S. Executive Director and Attorney. Generally, Attorney will work in the Pardall Center, elsewhere on campus, on the phone or computer, advising the Legal Resource center student leadership, participating in Pardall Center meetings, attending meetings relevant to the LRC service, collaborating with student groups on projects or campaigns, and consulting with students for up to thirty (30) hours per week, for forty-eight (48) weeks a year. The primary duty will be individual meetings with students in the office, and review of the LRC and Self Help Legal Center to insure compliance with current laws, in addition to communications with students or landlords by e-mail or phone, as well as the necessary administrative tasks and communications to support the program.



During in-office time when there are no student consultations, Attorney will use the time as best benefits ASUCSB LRC (e.g. on follow-up phone calls, creating or updating resources, planning and preparing presentations, attending meetings, preparing reports, collaborating with A.S. staff and students on the development of the Self Help Legal Center, and other administrative functions). Maximum compensation that will be paid by ASUCSB under this contract is \$120,000.00, unless the A.S. Executive Director approves additional hours or compensation.

4. COMPENSATION

For all services rendered by Attorney under this agreement, ASUCSB shall pay Attorney a fee of \$85.00 per hour. Payment for services rendered shall include payment for contact hours with students, for time spent on follow-up on specific cases, Administrative and Advisory duties. It is the responsibility of the Attorney to maintain adequate records of time spent under this contract. Attorney shall submit time records on the last day of each month that his/her services have been rendered under this agreement.

Attorney shall not receive compensation for the following: time spent preparing monthly billing statements, attendance at continuing legal education meetings or conferences, or other time spent by attorney advancing the attorney's education unless it directly benefits the Legal Resource Center.

5. LEGAL SERVICES

The legal services to be provided, subject to exclusions, restrictions and eligibility as specified in this contract, shall consist of information and education for students, provided through conferences with students during agreed-upon hours. Specifically:

A. Attorney shall provide information and education on matters and disputes between students and landlords, property owners and rental management companies with the following:

- (1) Disputes over the amount or timeliness of return or withholding of security and cleaning deposits;
- (2) Disputes over the necessity for repairs or due to lack of timely repairs to leased or rented housing property;
- (3) Disputes over the legality of economic or other sanctions brought against student tenants;
- (4) Disputes over the legality of eviction proceedings brought against student tenants;
- (5) Matters involving the interpretation or preparation of contracts involving the rental or leasing of housing property.

B. In addition, if time permits subject to the priority to be given landlord-tenant matters, Attorney may provide information and education on civil matters such as: simple wills, personal injury, dissolution, consumer complaints, sexual harassment, student/police relations, and other civil matters, and on criminal and traffic matters. These consultations will be provided under the terms of this contract as time permits, within the scheduled office hours, at the discretion of the participating Attorney.

C. In addition, if time permits, the Attorney may provide research assistance to the Associated Students Executive Officers on matters of concern to the general UCSB student community. Any additional work will be pre-approved by the Executive Director.

D. Attorney will focus time outside of appointments on Internal and External advising. Internal Advising will include the internship program as well as other internal projects agreed upon with the Legal Resource Center Committee and the A.S. Executive Director. External advising will include work with the Isla Vista Tenants Union (IVTU) and projects of interest to other student

organizations or committees. Additionally, External advising may include meeting with various student, campus and community groups to discuss relevant law-related matters. Priorities will be established by student leaders as established by the AS Legal Code and the AS Executive Director.

- E. The LRC and the Self Help Legal Center (SHLC) shall be under the oversight of the AS Executive Director and the Student Unit Director. The Attorney will provide assistance in maintenance of the daily operations and advise the career staff to insure compliance with current laws. The Attorney may assist in the SHLC during LRC office hours, which will involve helping self-represented community members attain access to court forms, resources and other information in furtherance of their education concerning their rights, and access to the courts. Attorney will train undergraduate student interns to participate in the LRC and the SHLC, and will insure that all available forms and resources are current. Attorney will collaborate and work in a team effort with the students on the development and operations of the SHLC program. The attorney will work with the team consisting of the Assistant Director for Community Affairs, Civic Engagement and Advocacy, the Assistant Director for Student Programs, Events and Services, and the Isla Vista Advisor to provide cohesive service to the Isla Vista community.

6. ELIGIBILITY

- A. The Attorney shall not provide informational and educational services of any kind pursuant to this contract in the following instances:

- (1) For any disputes between two or more students;
- (2) For any disputes between any student(s) and ASUCSB; and between any student(s) and The Regents of the University of California, its officers, agents, and employees.
- (3) Under this contract, the Attorney shall not represent ASUCSB, its constituent agencies, boards, or other official bodies, or any other ASUCSB officials in their official capacities. Similarly, the Attorney shall not represent The Regents of the University of California or any of its officers, agents, or employees.

- B. Provisions of services under this agreement shall be limited to currently enrolled students at the University of California, Santa Barbara. No service shall be given prior to reasonable proof of such enrollment. If a student has requested services under this plan prior to termination of enrollment, s/he shall remain eligible for legal services for a period not to exceed thirty (30) days from the termination of enrollment.

7. OTHER DUTIES

- A. The Executive Director, the designated AS Student Staff Supervisor and the Student Unit Director will coordinate the work flow of the A.S. Legal Services Resource Center office with feedback as needed from the Attorney. The AS Student Staff Supervisor will oversee the support staff of the Legal Services office and will ensure that the support staff will maintain adequate employment records, including time cards.
- B. The responsibility for hiring, supervising and discharging support staff under this contract rests with the ASUCSB in its usual decision-making process.

C. If any individual seeking informational and educational assistance hereunder requires advice, counsel, or representation beyond the informational and educational service provided herein, Attorney may inform such individual of the name, address, phone number, and capabilities of the following entities as appropriate:

- (1) Santa Barbara County Public Defender's Office;
- (2) Legal Aid Foundation of Santa Barbara County;
- (3) Other attorneys or organizations as appropriate.

The Attorney shall inform all clients that s/he may obtain legal services independently of this informational and educational service contract from any attorney or association of his/her choice. Attorney may inform an individual seeking legal assistance hereunder of an outside attorney's phone number or address for further consultations beyond the scope of this contract. Attorney is prohibited from making self-referrals. Attorney will, where possible, provide students with outside attorney's fee structure, including any discounts offered to UCSB students.

D. In the event a referral to outside counsel is made, such referral shall not be at any cost to the student or ASUCSB in excess of the fee regularly charged by outside counsel in the absence of such referral, in keeping with the Rule of Professional Conduct 2-200(A), which states:

A member shall not divide a fee for legal services with a lawyer who is not a partner of, associate of, or shareholder with the member unless:

- (1) The client has consented in writing thereto after a full disclosure has been made in writing that a division of fees will be made and the terms of such division; and
- (2) The total fee charged by all lawyers is not increased solely by reason of the provision for division of fees and is not unconscionable as that term is defined in rule 4-200.

E. Attorney is prohibited from accepting or requesting any referral fee from outside counsel and may not profit from such referrals. The Legal Resource Center may accept referral fees from outside counsel.

F. Attorney shall not advertise his/her contract with ASUCSB without prior written consent of the A.S. Executive Director.

G. Attorney will be responsible for insuring that all students seeking assistance under this contract will sign the prepared waiver acknowledging that no attorney/client relationship exists and that the A.S. Legal Resource Center is provided as an educational service.

8. LIABILITY

In performing his/her obligations under this contract, Attorney is acting as an Independent Contractor, responsible for his/her own actions, decisions, statement, advice, and other conduct. The University will not be responsible for defending or indemnifying Attorney for any claims of any nature that may be brought against Attorney by students or anyone else by reason of Attorney's performance of his/her obligations under this contract. Attorney will not be responsible for defending or indemnifying the University for any claims of any nature that may be brought against the University by students or anyone else by reason of services provided under this contract. Students will be asked by Attorney to sign a statement, making clear that the Attorney will not be establishing an attorney-client relationship with the students, and that the information being provided

by Attorney is education in nature. Attorney may decline to provide information to students who do not sign the attached statement.

9. EXPENSES

Attorney is required as a condition of this agreement to incur necessary expenses for the performance of his/her duties, including expenses for transportation and customary professional expenses such as State Bar membership fees with the exceptions that A.S. will provide registration fees/travel expenses (hotel, food, and transportation) for any continuing legal education courses for the benefit of A.S. Legal Resource Center, with the prior approval of the Executive Director. Attorney is to provide defense at his or her own cost for malpractice actions arising from consultations under this contract. Any judgment from such actions are Attorney's sole responsibility. The University is to provide its own defense at its own cost for any actions against the University arising from consultations under this contract. Any judgments against the University from such actions are the University's sole responsibility.

10. RELATIONSHIP BETWEEN PARTIES

The parties agree and intend that the relationship between them created by the agreement is that of independent contractor. Attorney is not an employee of ASUCSB and is not entitled to the benefits provided by ASUCSB to its employees, including but not limited to, group or individual insurance, or death benefits of any kind under this contract. The conduct and control of the work to be performed by Attorney under this agreement will lie solely with the Attorney. S/he will perform his/her duties in accordance with the methods and ethical standards of the California State Bar Association with the understanding that the services provided will be educational and informational in nature. Attorney shall be free to practice his/her profession for others during those periods when s/he is not performing work under this contract for ASUCSB.

11. REPORTING REQUIREMENTS

Attorney will provide monthly statistical reports in writing to the A.S. Executive Director. This report will include a breakdown of the number and type of cases addressed as well as a listing of additional services provided by the Attorney. The A.S. Legal Resource Center student unit director will conduct periodic evaluations of the effectiveness of the A.S. Legal Resource Center and provide feedback to the Attorney. Attorney will provide annual reports to the A.S. Executive Director detailing the number of consultations occurring in the office, any changes in the office or programs, impacts of changes, needs of the office or service, and anything else that was relevant to the LRC for the year.

12. TERMINATION OF AGREEMENT

ASUCSB may terminate this Agreement for any reason with thirty (30) days written notice to Attorney. Attorney may terminate this Agreement for any reason with thirty (30) days written notice to the A.S. Executive Director.

13. WAIVER OF BREACH

The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach by that party.

14. ARBITRATION OF DISPUTES

Any dispute or claim concerning the terms or conditions of this agreement, including whether such dispute or claim is arbitrable, will be settled by arbitration. The arbitration proceedings shall be conducted under the applicable rules of the American Arbitration Association or its successor in effect at the time a demand for arbitration under the rules is made. The decision of the arbitrators,

including determination of amount of any damages suffered, shall be exclusive, final, and binding on both parties, their respective heirs, legal representatives, successors, and assigns. The arbitration board will consist of three (3) arbitrators. Each party shall bear its own expenses in the arbitration for arbitrators' fees and attorneys' fees, for expert testimony, and for other expenses for presenting its case. Other arbitration costs, including administrative fees and fees for records and transcripts, shall be borne equally by the parties.

15. CONTRACT AS INCLUDING ENTIRE AGREEMENT

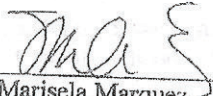
This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. This contract may only be modified in writing, signed by both parties.

16. SUBCONTRACTOR(S)

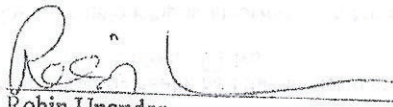
Attorney shall have the right, with the express consent of the A.S. Executive Director, to hire qualified sub-contracting attorneys to fill any part of the operating hours of the Legal Resource Center. The AS Executive Director will approve any such hires. A separate contract will be executed between the Attorney and the sub-contractors. Attorney, however, shall commit to a minimum of ten (10) hours per week at the Legal Resource Center during the Fall, Winter and Spring academic quarters, and five (5) hours per week during the Summer academic quarters. Attorney may take time for personal vacations or leave of absence, but in no event shall the absence exceed, during regular hours of operation, one consecutive month during a fiscal year. Such absences shall also not cause a decrease of the operating hours of the Legal Resource Center. Absences beyond the prescribed period may lead to a termination of the agreement. In all cases, it shall be the responsibility of Attorney to provide coverage of the hours at the Legal Resource Center that Attorney was responsible for.

Attorney may compensate any subcontractors at a lesser hourly rate than Attorney is entitled to under this Agreement. If Attorney compensates a subcontracting attorney at a lower hourly rate than the hours for said subcontracting attorney shall be billed to the Legal Resource Center at the reduced rate. Attorney shall not be permitted to bill the Legal Resource Center for a sub-contracting attorney at a rate above the agreed upon compensation between Attorney and the sub-contracting attorney. All subcontracting agreements will be provided to the A.S. Executive Director upon request.

THESE TERMS ARE HEREBY AGREED UPON:


Marisela Marquez
A.S. Executive Director

June 15, 2017
DATE


Robin Unander
Attorney

6.5.17
DATE

ADDENDUM TO A.S. LEGAL SERVICES INDEPENDENT CONTRACTOR AGREEMENT

This addendum to the A.S. Legal Services Independent Contractor Agreement ("Agreement"), dated July 1, 2017, shall serve to expand the services provided by Attorney in Section 5(D) of the Agreement, titled Legal Services, to include providing additional support for the A.S. Isla Vista Tenants Union (IVTU). Such support shall consist of the following:

1. Up to 15 hours per week to include:
 - a. providing information and education, including legal advice, exclusively to clientele of IVTU two (2) days a week Monday through Friday between the hours of 11:00 a.m. - 5:00 p.m. ("Advising Hours");
 - b. working with IVTU members in preparation of written materials for distribution to residents of the Isla Vista community;
 - c. working with IVTU members in preparation of any informational workshops to be presented to the Isla Vista community, including presenting at the workshops once a quarter upon request, schedule permitting;
 - d. providing training workshops for IVTU members once a quarter who want to provide peer to peer advising to Isla Vista community residents;
 - e. meeting with IVTU executive members once a month to provide updates about cases of interest, rental trends in Isla Vista, and any other relevant points of interest or concern occurring in the Isla Vista community;
 - f. meeting once a quarter with the IVTU general members during an IVTU meeting.
 - g. creating an internship program for interested IVTU members (who will provide peer to peer advising).
2. When Attorney is not advising IVTU clientele, Attorney may work on other projects or requests from IVTU members during the Advising Hours. Work not completed during the Advising Hours will be completed outside of Advising Hours at Attorney's convenience.
3. The term for this addendum shall commence on June 20, 2019, and terminate no later than June 30, 2020, or earlier with written 14 days notice by either Attorney or the chairperson of IVTU.
4. Attorney will submit monthly billing invoices to A.S. accounts payable staff for payment by IVTU for any work performed under this Addendum. IVTU has the right to review the invoices, but payment will not be withheld pending approval by IVTU. IVTU may dispute hours billed in writing within 30 days after receiving an invoice from Attorney via email, and if Attorney and IVTU agree to reduce the hours of that invoice then the credit will carry forward to the next month's invoice. In the event that IVTU disputes hours on a final invoice and Attorney agrees to compromise the number of hours

billed, then Attorney will issue IVTU a refund of those monies received, or apply the credit to future billing invoices when appropriate.

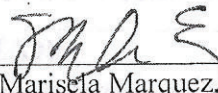
Dated: June 6, 2019



Robin Unander, Attorney

Dated:

June 9, 2019



Marisela Marquez
A.S. Executive Director