



COUNTY OF SANTA BARBARA

CITIZENS INDEPENDENT REDISTRICTING COMMISSION

PUBLIC MEETING AGENDA 2020 Citizens Independent Redistricting Commission

Date: **Wednesday, May 5, 2021**
Time: **6:00 PM**
Place: **Remote Virtual Participation Only**

Meeting Access:

Zoom: <https://zoom.us/j/97907245640> or call (669) 900-6833 or (253) 215-8782
ID: 979 0724 5640

NOTICE REGARDING PUBLIC PARTICIPATION

Based on guidance from the California Department of Public Health and the California Governor's Stay at Home Executive Order N-33-20 issued on March 19, 2020, to protect the health and well-being of all Californians and to establish consistency across the state in order to slow the spread of COVID-19, the Citizens Independent Redistricting Commission meeting will not provide in-person participation at this time.

The following alternative methods of participation are available to the public. If you wish to make a general public comment or to comment on a specific agenda item, the following methods are available:

- Distribution to the Citizens Independent Redistricting Commission – Submit your comment via e-mail prior to 5:00 p.m. one day prior to the meeting. Please submit your comment to redistricting@countyofsb.org. Your comment will be placed in the record and distributed appropriately.
- Participation via Zoom meeting link listed above. See Instructions on next page.
- Participation via telephone by calling in with the phone number and webinar code listed above.

Recordings of the Commission Meetings, Agendas, Supplemental Materials and Minutes of the Citizens Independent Redistricting Commission are available on the internet at:
www.countyofsb.org/redistricting.sbc

Language interpretation and requests for disability-related modification or accommodation, including auxiliary aids or devices, may be arranged by emailing a request to redistricting@countyofsb.org at least 24 hours prior to the Commission meeting.

Para solicitar traducción del idioma o una modificación por discapacidad, incluso los soportes auxiliares y los dispositivos, se puede mandar un correo electrónico a redistricting@countyofsb.org al menos 24 horas antes de la reunión de la Comisión.

Instructions for Public Comment in Virtual Public Meetings Under current Public Health Officer Order prohibiting indoor gatherings, the Santa Barbara County Independent Redistricting Commission (CIRC) will conduct virtual public meetings using Zoom. Attendees can participate without a Zoom account.

- Attendees can link via computer or smart device, through the Zoom app (available for IOS and Android), or by cell phone or landline.
- Each meeting agenda will be posted 72 hours in advance at www.countyofsb.org/redistricting.sbc (unless greater notice is required by law) and include the Zoom link, phone numbers and the Webinar I.D. to join electronically or by phone. To participate in Public Comment, please refer to directions below.
- Submit comments via e-mail to redistricting@countyofsb.org prior to 5:00 p.m. on the day preceding the meeting. Your comment will be placed in the record and distributed appropriately.

1. Public Comment Via Computer or iPhone/Android App:

- To indicate that you wish to speak during Public Comment, select “raise your hand” feature and staff will know to call on you. When called upon, please state your name for the record. We reserve the right to mute a microphone for profane, harassing or offensive language; or for speaking beyond the time limit set by the Chair.
- Smart phone users with the Zoom app can also select the “raise your hand” feature.

2. Public Comment Via Phone:

- Attendees by phone can “raise your hand” by pressing star-9. When it is your turn to speak, we will announce you by caller I.D. or your phone number. When called upon, please state your name for the record. We reserve the right to mute a microphone for profane, harassing or offensive language; or for speaking beyond the time limit set by the Chair.

For more information about joining a Zoom Webinar, go to <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-meeting>.

Commission Members: Commissioner Cheryl Trosky, First District
Commissioner Karen Twibell, First District
Commissioner William McClintock, Second District
Commissioner Megan Turley, Second District, Vice Chair
Commissioner Norman “Doug” Bradley, Third District
(Vacant), Third District
Commissioner James Bray, Fourth District
Commissioner Amanda Ochoa, Fourth District
Commissioner Glenn Morris, Fifth District, Chair
Commissioner Jannet Rios, Fifth District
Commissioner Benjamin Olmedo, Member-At-Large

1. Call to Order and Roll Call
2. Commissioner disclosure of ex parte communications pursuant to County Ordinance Code Sec. 2-10.9A(5)(h) are posted on the commission website at www.countyofsb.org/redistricting.sbc.
3. Community-Based Organizations for Outreach Information
To submit the name of a community-based organization that the Commission should consider contacting with outreach information, visit www.countyofsb.org/redistricting.sbc. Please review the existing the "suggest outreach" list; and, if the organization is not already listed, submit public contact information for the organization using the outreach form. Questions, suggestions, or other information can be emailed to redistricting@countyofsb.org.
4. Approval of Minutes of April 21, 2021.
5. Public Comment
The Public Comment period is reserved for comments on items not on the Agenda and for matters within the subject matter jurisdiction of the Citizens Independent Redistricting Commission. The Commission may adopt reasonable regulations, including time limits, on public comments. The Commission may not discuss or take action on any matter raised during the public comment section, except to decide whether to place a matter on the agenda of a future meeting.
6. Training 6: Voting Rights – Presentations by Asian Americans Advancing Justice – LA and Mexican American Legal Defense and Educational Fund. Guest Speakers: Sara Rohani, AAAJ-LA Staff Attorney; Julia Marks AAAJ-Asian Law Caucus Program Manager & Staff Attorney; and Steve Ochoa, MALDEF National Redistricting Coordinator

The mission of Asian Americans Advancing Justice – Los Angeles is to advocate for civil rights, provide legal services and education, and build coalitions to positively influence and impact Asian Americans, Native Hawaiians, and Pacific Islanders and to create a more equitable and harmonious society.

Founded in 1968, MALDEF (Mexican American Legal Defense and Educational Fund) is the nation's leading Latino legal civil rights organization. MALDEF's commitment is to protect and defend the rights of all Latinos living in the United States and the constitutional rights of all Americans.

7. Outreach: Update on work on marketing materials.
8. Discussion and direction to reassign Commissioner Olmeda from the At-Large position to the vacant Third District position, and to establish the process for appointing a candidate from the applicant pool to fill the At-Large position.
9. Discussion and possible action regarding future training sessions and other future agenda items.

RECESS FOR CLOSED SESSION

10. Conference with Legal Counsel—Existing Litigation
Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9

Name of case: The Coalition of Labor, Agriculture & Business of Santa Barbara County v. Santa Barbara County Board of Supervisors; County of Santa Barbara Citizens' Independent Redistricting Commission, Frederic D. Woocher; Strumwasser & Woocher, LLP; Case No. 21CV01642

RECONVENE IN OPEN SESSION

11. Announcement of reportable items from closed session.

ADJOURNMENT

Agenda Packet Items:

Item 04 Minutes of April 21, 2021

Item 09 Proposed Future Agenda Items

Item 10 Coalition of Labor, Agriculture & Business v. Santa Barbara County Board of Supervisors, et al.



COUNTY OF SANTA BARBARA

CITIZENS INDEPENDENT REDISTRICTING COMMISSION

Summary of Proceedings 2020 Citizens Independent Redistricting Commission

Date: **Wednesday, April 21, 2021**
Time: **6:00 PM – 8:28 PM**
Place: **Remote Virtual Participation Only**

Recordings of the Commission Meetings, Agendas, Supplemental Materials and Minutes of the Citizens Independent Redistricting Commission are available on the internet at:
www.countyofsb.org/redistricting.sbc

BOARD ACTION SHOWN IN CAPS

1. Commission Convened

Roll Call

Commissioners Present: Bradley, Bray, McClintock, Morris, Ochoa, Olmedo, Rios, Trosky, Turley, Twibell

Commissioners Absent: None

CHAIR MORRIS ANNOUNCED THAT ITEM 8 WILL BE HEARD AFTER ITEM 4.

2. Commissioner disclosure of ex parte communications pursuant to County Ordinance Code Sec. 2-10.9A(5)(h) are posted on the commission website at www.countyofsb.org/redistricting.sbc.

CHAIR MORRIS DISCLOSED AN EMAIL COMMUNICATION WITH TOM WOODROW, SANTA BARBARA COUNTY TAXPAYERS ASSOCIATION, REGARDING THE PROCESS RELATED TO FILLING A COMMISSION VACANCY (ITEM 5).

3. Public Comment

The Public Comment period is reserved for comments on items not on the Agenda and for matters within the subject matter jurisdiction of the Citizens Independent Redistricting Commission. The Commission may adopt reasonable regulations, including time limits, on public comments. The Commission may not discuss or take action on any matter raised during the public comment section, except to decide whether to place a matter on the agenda of a future meeting.

PUBLIC COMMENT:

LEE HELLER, HEARD REGARDING A CONCERN ABOUT HEARING ITEM 8 EARLIER IN THE AGENDA.

GAIL TETON-LANDIS, HEARD REGARDING COMMISSIONER HUDLEY'S RESIGNATION LETTER, AND REQUESTED THAT LETTERS AND OTHER MATERIALS BE POSTED WITHOUT DELAY, AND IN ACCORDANCE WITH THE BROWN ACT.

LATA MURTI, HEARD REGARDING WRITTEN COMMENT PREVIOUSLY SUBMITTED ABOUT THE SUGGESTED OUTREACH LIST AND FORM ACCESSIBILITY, AND AGREED WITH THE PREVIOUS PUBLIC COMMENT.

LINDSEY BAKER, LEAGUE OF WOMEN VOTERS, HEARD REGARDING TRANSPARENCY AND CONCERNS ABOUT THE RECEIPT AND POSTING OF COMMISSIONER HUDLEY'S RESIGNATION LETTER, AND REQUESTED TO RECEIVE NOTIFICATION OF COMMISSION MEETINGS.

WRITTEN COMMENTS:

LATA MURTI, WROTE REGARDING IDEAS FOR IMPROVING THE SUGGESTED OUTREACH LIST USE.

JOE PIERRE, SANTA BARBARA DEMOCRATIC PARTY, WROTE REGARDING FILLING COMMISSIONER HUDLEY'S VACANCY.

CHAIR MORRIS ANNOUNCED A LETTER WAS RECEIVED VIA EMAIL FROM CHARLES BELL REGARDING FILLING THE DISTRICT 3 VACANCY, AND THE EMAIL REPORTED EARLIER UNDER EX PARTE DISCLOSURE, WILL BE INCLUDED IN THE NEXT AGENDA.

DR. JOHNSON CLARIFIED THAT COMMISSIONER HUDLEY'S RESIGNATION LETTER WAS POSTED WHEN IT WAS RECEIVED.

4. Approval of Minutes of April 7, 2021.

MOTION TO APPROVE THE MINUTES OF APRIL 7, 2021.

MOTION CARRIED: 10 AYES

ITEM 8 WAS TAKEN OUT OF ORDER, DUE TO MR. BECKER'S EAST COAST LOCATION AND THE 3 HOUR TIME DIFFERENCE.

8. Training 5: Federal Voting Rights Act, by David Becker

David Becker has over two decades of experience in the law of voting rights, election administration, and redistricting. In addition to founding the nonpartisan nonprofit Center for

C/O County Executive Office: 105 E. Anapamu Street, Suite 406 Santa Barbara, CA 93101
email: redistricting@countyofsb.org www.countyofsb.org/redistricting.sbc

Election Innovation and Research to serve election officials of both parties, he led the Pew Elections team for The Pew Charitable Trusts, and served for seven years as a senior trial attorney in the Voting Section of the Department of Justice's Civil Rights Division. That service included a redistricting cycle, including DOJ preclearance review under the Voting Rights Act of redistricting plans in multiple jurisdictions, and litigation under the Voting Rights Act in federal court. In this role, he led investigations of potential federal voting rights violations in more than a dozen states, and served as lead trial counsel for the United States in approximately a dozen federal voting rights cases.

MR. BECKER, EXECUTIVE DIRECTOR, CENTER FOR ELECTION INNOVATION AND RESEARCH, PRESENTED INFORMATION ON THE VOTING RIGHTS ACT AND OTHER CONSIDERATIONS IN REDISTRICTING, AND COVERED THE FOLLOWING TOPICS:

WHERE TO DRAW THE LINES?

- EQUAL POPULATION
- RACE AND ETHNICITY
- CONTIGUITY
- NEIGHBORHOODS AND COMMUNITIES
- CITY OR CENSUS DESIGNATED PLACE
- IDENTIFIABLE BOUNDS
- COMPACTNESS
- PARTISAN FAVORITISM

MRS. TILTON ANNOUNCED THAT MR. BECKER'S PRESENTATION WILL BE POSTED ON THE WEBSITE.

LEE HELLER, HEARD REGARDING CONSIDERATION OF PRESENTATION TIMES WHEN PREPARING THE AGENDA, AND THE VALUE OR DESIRABILITY OF HAVING MORE THAN ONE SUPERVISOR REPRESENT A CITY.

ANDY CALDWELL, HEARD REGARDING SPLITTING CITIES.

SPENCER BRANDT, HEARD REGARDING COUNTING COLLEGE STUDENTS, AND MENTIONED THAT UC SANTA BARBARA CONDUCTS ANNUAL SURVEYS OF WHERE STUDENTS LIVE.

COMMISSIONER BRADLEY ASKED IF COMPACTNESS INCLUDES CONSIDERATION OF TRANSPORTATION CORRIDORS, AND IF IT IS RELEVANT. MR. BECKER STATED IT IS RELEVANT AND SHOULD BE CONSIDERED.

5. Receive and file letter of resignation submitted by James "Chris" Hudley, Former Third District Commissioner, and possible action regarding filling vacancy.

MS. ORDIN REVIEWED THE ORDINANCE SUBSECTIONS AND THE BYLAWS PERTAINING TO FILLING A VACANCY.

DR. JOHNSON PRESENTED THE SELECTION POOL STATISTICS FOR DISTRICT 3.

CHAIR MORRIS RECOMMENDED DISCUSSING THE FOLLOWING:

- DETERMINE THE POOL
- WHICH REPRESENTATION FACTORS (PARTY PREFERENCE, RACE, ETHNICITY, ETC.) ARE PRIORITY
- TIME AND PROCESS

PUBLIC COMMENT:

JOE PIERRE, HEARD REGARDING THE IMPORTANCE OF FILLING THE VACANCY WITH A DEMOCRAT.

LEE HELLER, THANKED COMMISSIONER HUDLEY FOR HIS SERVICE, IN SUPPORT OF FILLING THE VACANCY WITH A DEMOCRAT, AND MOVING COMMISSIONER OLMEDO FROM AT LARGE TO DISTRICT 3.

ANDY CALDWELL, HEARD REGARDING THE VACANCY TIMELINE, CONCERNS ABOUT MOVING COMMISSIONER OLMEDO TO DISTRICT 3, AND LATINO REPRESENTATION.

SPENCER BRANDT, THANKED COMMISSIONER HUDLEY FOR HIS SERVICE, HEARD IN SUPPORT OF FILLING THE VACANCY WITH A DEMOCRAT, AND MOVING COMMISSIONER OLMEDO TO DISTRICT 3.

REBECA GARCIA, HEARD IN SUPPORT OF PREVIOUS COMMENTS, AND IN SUPPORT OF MOVING COMMISSIONER OLMEDO TO DISTRICT 3.

FOLLOWING DISCUSSION, THE COMMISSIONERS AGREED:

- STAFF TO REACH OUT TO THE LARGER POOL AND FIND OUT WHICH DEMOCRAT AFFILIATED CANDIDATES ARE INTERESTED IN BEING INTERVIEWED (INCLUDING FORMER COMMISSIONER KATZ AND GRAY)
- REPORT FINDINGS AT THE MAY 5 COMMISSION MEETING
- DETERMINE THE INTERVIEW SCHEDULE AND PROCESS
- SCHEDULE INTERVIEWS ON MAY 12 (AFTER 7PM) AND/OR MAY 19, DEPENDING ON THE NUMBER OF CANDIDATE INTERVIEWS

THE COMMISSIONERS DISCUSSED IN THE FUTURE, HAVING STAFF CANVAS ALL

CANDIDATES FROM THE LARGER POOL AND COMPILE A LIST TO IDENTIFY CURRENT/FUTURE INTEREST FOR CONSIDERATION, AND IF THERE IS INTEREST IN SERVING ON AN ADJUNCT COMMITTEE. NO DUE DATE FOR THIS ASSIGNMENT.

MOTION TO ACCEPT WITH REGRETS THE RESIGNATION OF COMMISSIONER HUDLEY.

MOTION CARRIED: 10 AYES

6. Review by legal counsel on the Ralph M. Brown Act, including ex parte disclosures, social media communications, and communications with the press.

NONE.

7. Outreach: Update on work on marketing materials.

MRS. TILTON GAVE AN UPDATE:

- CREATION OF THE OUTREACH SUBCOMMITTEE (VICE CHAIR TURLEY, COMMISSIONER BRAY, AND RIOS)
- THE OUTREACH SUBCOMMITTEE WILL BE FACILITATED BY TRIPEPI SMITH (MARKETING OUTREACH CONTRACTOR)
- SUBCOMMITTEE MEMBERS SUBMITTED THEIR MARKETING AND OUTREACH PRIORITIES TO TRIPEPI SMITH
- THE OUTREACH SUBCOMMITTEE AND TRIPEPI SMITH WILL DISCUSS THE WEBSITE AT THEIR MEETING ON APRIL 28
- TRIPEPI SMITH IS MAKING ARRANGEMENTS TO MEET WITH THE COUNTY'S WEBMASTER, AND PRIORITIZE THE LANGUAGE NEEDS AND ACCESSIBILITY FOR THE WEBSITE.
- TRIPEPI SMITH IS ALSO WORKING ON:
 - PROCESSES FOR LAUNCHING THE COMMISSIONERS SOCIAL MEDIA ACCOUNTS ON FACEBOOK AND INSTAGRAM, AND POSSIBLY ADVERTISING ON OTHER PLATFORMS SUCH AS WECHAT.
 - SOCIAL MEDIA CONTENT FOR USE ON COUNTY AND/OR COMMISSION ACCOUNTS
 - AN ANIMATED INFORMATIONAL VIDEO THAT CAN BE TRANSLATED IN SPANISH AND POSSIBLY OTHER LANGUAGES
 - TRIPEPI SMITH IN CONJUNCTION WITH NDC IS WORKING ON A GENERAL REDISTRICTING PRESENTATION FOR COMMISSIONERS

COMMISSIONER BRAY ASKED ABOUT THE GOVERNOR'S ESTIMATED JUNE 15, 2021 "OPENING UP" OF THE STATE AND ITS EFFECT ON THE COMMISSION'S OUTREACH AND COMMUNITY MEETINGS. MS. ANDERSON STATED MORE INFORMATION WILL

BE FORTHCOMING FROM THE COUNTY. MRS. TILTON COMMENTED THE COUNTY IS STILL VIRTUAL, AND A COMBINATION OF VIRTUAL AND IN-PERSON HYBRID MEETINGS IS POSSIBLE.

VICE CHAIR TURLEY SUGGESTED ALLOWING PUBLIC COMMENT ON MARKETING MATERIALS.

COMMISSIONER RIOS COMMENTED ABOUT ENGAGING ORGANIZATIONS THAT REACH OUT TO AND KNOW THE NEEDS OF THEIR COMMUNITY, AND KEEP THE NEEDS OF THE INDIGENOUS POPULATION IN MIND.

DR. JOHNSON MENTIONED THAT GOLETA HAS A PUBLIC ENGAGEMENT COMMITTEE FOR THEIR REDISTRICTING OUTREACH THAT WILL APPEAR IN THE COMMISSION'S OUTREACH LIST.

9. Discussion and possible action regarding future training sessions and other future agenda items.
 - PRESENTATION BY THE MEXICAN AMERICAN LEGAL AND EDUCATIONAL DEFENSE FUND (MALDEF) – MAY 5
 - PRESENTATION BY THE ASIAN AMERICAN ADVANCING JUSTICE CENTER – MAY 5
 - MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT (MICOP) – FUTURE MEETING
 - ADD STANDING ITEM ON THE AGENDA DETAILING HOW TO NAVIGATE TO AND ADD INFORMATION TO THE OUTREACH LIST ON THE WEBSITE.

COMMISSIONER RIOS WILL PROVIDE MRS. TILTON WITH A LIST OF ORGANIZATIONS TO REACH OUT TO THAT WORK WITH OTHER INDIGENOUS COMMUNITIES.

DR. JOHNSON ANNOUNCED THE WEBSITE WILL BE UPDATED TO INCLUDE THE PRESENTATION BY DR. PHILLIPS SOURCES OF DATA INFORMATION IN THE RESOURCE SECTION.

ADJOURNMENT – The next meeting is scheduled for Wednesday, May 5, 2021, at 6 p.m.

Agenda Packet Items:

Item 04 Minutes of April 7, 2021

Item 05 Commissioner James “Chris” Hudley Letter of Resignation

Item 09 Proposed Future Agenda Items

UPCOMING AGENDA ITEMS (PROPOSED)
2020 Citizens Independent Redistricting Commission

Future agenda items:

- Demonstration and discussion of public mapping tools and related budget issues.
- Discussion and possible direction to staff regarding scheduling of initial round of public hearings.

6.(a) Before the commission draws a map, the commission shall conduct at least seven public hearings, allowing for public input on communities of interest and other matters that must be considered by the commission, and allow members of the public to present ideas and maps for consideration. These meetings are to take place over a period of no fewer than thirty days, with at least one public hearing held in each supervisorial district.

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10 Attorneys for Petitioners
11 The Coalition of Labor, Agriculture, & Business, a
12 California non-profit organization; Roy Reed, an
13 individual; Mike Brown, an individual; and
14 Alice Patino, an individual

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF SANTA BARBARA—UNLIMITED JURISDICTION**

17 **THE COALITION OF LABOR,**
18 **AGRICULTURE, & BUSINESS OF SANTA**
19 **BARBARA COUNTY, a California non-profit**
20 **organization; ROY REED, an individual;**
21 **MIKE BROWN, an individual; and ALICE**
22 **PATINO, an individual,**

23 **Petitioners,**

24 **v.**

25 **SANTA BARBARA COUNTY BOARD OF**
26 **SUPERVISORS; COUNTY OF SANTA**
27 **BARBARA CITIZENS' INDEPENDENT**
28 **REDISTRICTING COMMISSION,**
FREDERIC D. WOOCHEER, an individual;
STUMWASSER & WOOCHEER, LLP, a
California Business Organization,

Respondents

ELECTRONICALLY FILED
Superior Court of California
County of Santa Barbara
Darrel E. Parker, Executive Officer
4/22/2021 2:52 PM
By: Terri Chavez, Deputy

Case No. 21CV01642

**VERIFIED PETITION FOR WRIT OF
MANDAMUS AND REQUEST FOR AN
EVIDENTARY HEARING [CAL. CODE
CIV. PRO. §§ 1085 & 1094]**

Petitioners Coalition of Labor, Agriculture, & Business of Santa Barbara County, Roy Reed, Mike Brown, and Alice Patino (collectively “Petitioners”), through their attorneys, Dhillon Law Group Inc., file this Verified Petition for a Writ of Mandamus and Request for Evidentiary Hearing against the Santa Barbara County Board of Supervisors (the “Board”) the County of Santa Barbara Citizens’ Independent Redistricting Commission (the “Commission”), Frederic Woocher, and Stumwasser & Woocher, LLP (collectively “Respondents”) and allege as follows:

INTRODUCTION

1. This case concerns the Commission and Board’s failure to follow a straightforward but critical ordinance designed to ensure the political independence of the Commission. The ordinance at issue precludes the Commission from hiring legal counsel who have been involved with a political committee in the past eight years. The ordinance also prohibits hiring legal counsel who do not live in Santa Barbara County, are not registered to vote there, or have not voted there in one of the last three general elections.

2. Respondent County of Santa Barbara Citizens’ Independent Redistricting Commission retained Attorney Frederic D. Woocher, and his law firm, Strumwasser & Woocher, on March 9, 2021.

3. Attorney Woocher has been involved with a Santa Barbara County political committee in the last eight years and he does not live in Santa Barbara County.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior courts “original jurisdiction in proceedings for extraordinary relief in the nature of mandamus.”

5. This Court has jurisdiction over all Respondents, because each Respondents are domiciled in the State of California.

6. Venue is proper in this Court because Respondents Board and Commission exercise their authority in their official capacities in this County, including in their various activities related to the contract with Mr. Woocher and his firm.

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PARTIES

7. Petitioner Coalition of Labor, Agriculture, & Business of Santa Barbara County is a coalition of organized labor, agriculture, and business entities formed in Santa Barbara County to provide input into the decision-making process at the county government level in order to achieve a balance between environmental and economic considerations. Petitioner works to ensure that the local county government follows federal, state, and local laws and does not act in an arbitrary or partisan manner.

8. Petitioner Roy Reed is a resident of Santa Barbara County. His family has been farming and ranching in the Santa Maria valley for over 150 years. While he is the President of the Santa Barbara County Taxpayers, he is bringing this Verified Petition for Writ of Mandamus in his own personal capacity.

9. Petitioner Mike Brown is a resident of Santa Barbara County.

10. Petitioner Alice Patino is a resident of Santa Barbara County. While she is the Mayor of Santa Maria, she is bringing this Verified Petition for Writ of Mandamus in her own personal capacity.

11. Respondent Santa Barbara County Board of Supervisors is made a party to this Action in its official capacity as the governing authority for Santa Barbara County. The Board sets policy for County departments, oversees the County budget, works with the Commission, adopts ordinances on local matters, and establishes land use policies that affect unincorporated areas.

12. Respondent County of Santa Barbara Citizens' Independent Redistricting Commission is made a party to this Action in its capacity as the entity charged with establishing the electoral district boundaries in Santa Barbara County for the upcoming decade following receipt of the 2020 federal census data. In the November 2018 Statewide General Election, Santa Barbara County voters approved Measure G, which formed the 11-member commission.

13. Respondent Frederic D. Woocher is a resident of Los Angeles County and is made a party to this Action as he has signed a contract with the Respondent Commission to be their independent counsel.

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14. Respondent Strumwasser & Woocher, LLC is made a party to this Action as Respondent Law Firm has signed a contract with the Commission to represent them. Respondent Frederic D. Woocher works for this law firm, which is located in Los Angeles County.

FACTS

15. The Santa Barbara County Board of Supervisors generally sets policy for County departments, oversees the County budget, and adopts ordinances on local matters.

16. Seeking to create an independent commission charged with drawing electoral district boundaries in Santa Barbara County, on July 17, 2018, the Board passed an ordinance (the “Redistricting Ordinance”) forming a redistricting commission called the “County of Santa Barbara Citizens’ Independent Redistricting Commission.” (Attached hereto at Exhibit 1 is a true and correct copy).

17. On November 6, 2018, the voters of Santa Barbara County approved the Redistricting Ordinance.

18. The Redistricting Ordinance created the Commission, which is an 11-member independent redistricting commission formed to establish the electoral district boundaries in Santa Barbara County for the upcoming decade following receipt of the 2020 federal census data.

19. Importantly, the Redistricting Ordinance imposes direct limitations on what firms or individuals may be hired as legal counsel or other consultants by the Commission.

20. Section 2-10.9A(5)(d) of the Redistricting Ordinance provides:

(5)(d)(1) The commission shall not retain a consultant who would not be qualified as an applicant pursuant to subsection (4)(d).

(2) For purposes of this subdivision, “consultant” means a person, whether or not compensated, retained to advise the commission or a commission member regarding any aspect of the redistricting process.

21. The grounds for disqualification of commissioners from the Commission, and therefore also grounds for disqualification of counsel under Section 2-10.9A(4)(d), include certain restrictions.

22. Pursuant to subsection 2-10.9A(4)(d), commissioners, their counsel, and consultants must meet the following criteria:

4(d)(1) Be a resident of the County of Santa Barbara

4(d)(2) Be a voter registered in Santa Barbara County

4(d)(4) Have voted in Santa Barbara County in at least one of the last three statewide elections immediately preceding his or her application to be a member of the commission.

4(d)(6)(C) No commissioner or immediate family member may, within the last eight years preceding appointment to the commission, ... had a significant influence on the actions or decisions of a political committee required to register with the California Secretary of State, which expended funds in excess of five hundred dollars in support or opposition to a candidate for any elective office of the County of Santa Barbara, including member communications.

23. The Commission may not engage any consultant, including legal counsel, who has worked for any political committee in the past eight years.

24. The disqualification provisions are very broad to prohibit the politicization of the Commission.

25. The disqualification provisions are intended to prevent not only the appointment of commissioners or consultants who are actually partisan and biased, but also those who might merely appear to be biased by reason of their past political activities or associations.

26. On December 8, 2020, Santa Barbara County Counsel sent a letter seeking an independent legal counsel for the Commission and requesting that potential firms confirm “that anyone assigned to provide services under the contract would not be disqualified under Elections Code Section 23003 or Santa Barbara County Code Sections 2-10.9A(4)(d)(5) or (4)(d)(6).” (Attached hereto as Exhibit 2 is a true and correct copy).

27. On February 3, 2021, the Commission approved a final contract and recommended Attorney Frederic D. Woocher and his law firm, Strumwasser & Woocher, be approved as independent counsel to the Commission. (Attached hereto as Exhibit 3 is a true and correct copy of the Summary of Proceedings).

28. Mr. Woocher is an attorney residing in Los Angeles County, is registered to vote in Los Angeles County, and votes in that County.

29. Mr. Woocher previously represented Ms. Doreen Farr, who served on the County Board of Supervisors.

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30. In 2012 and 2013, Mr. Woocher was involved in litigation for Supervisor Farr that went to the United States Supreme Court. (Attached hereto as Exhibit 4 is a true and correct copy).

31. Mr. Woocher was active in this case and filed a brief with the Supreme Court on May 6, 2013. (*Id.*).

32. May 6, 2013, is within 8 years of the Commission's February 3, 2021, recommendation of Mr. Woocher.

33. The agenda for the Board's March 9 2021, meeting included consideration and approval of the agreement with Mr. Woocher. (Attached hereto as Exhibit 5 is a true and correct copy of the Board of Supervisors Agenda Letter).

34. On March 9, 2021, the Board of Supervisors voted to approve the contract with Mr. Woocher. (Attached hereto as Exhibit 6 is a true and correct copy of the Minute Order).

WRIT OF MANDAMUS

35. California Code of Civil Procedure §1085 provides that a “writ of mandate may be issued by any court to any ... board ... to compel the performance of any act which the law specially enjoins ...”.

36. A trial court may exercise “its power under Code of Civil Procedure section 1085 to correct abuses of discretion by public officers.” (*National Tax-Limitation Com. v. Schwarzenegger* (2003) 113 Cal. App. 4th 1266, 1271.)

37. Mandamus may issue “to compel an official both to exercise his discretion (if he is required by law to do so) and to exercise it under a proper interpretation of the applicable law.” (*California Hospital Assn. v. Maxwell-Jolly* (App. 1 Dist. 2010) 188 Cal. App. 4th 559, 570.)

38. The question in this case involves enforcement of a local ordinance adopted by the residents of Santa Barbara and ignored by the Commission and the Board.

39. The court’s “primary concern is giving effect to the intended purpose of the provisions at issue.” (*California Cannabis Coalition v. City of Upland* (2017) 3 Cal. 5th 924, 933.)

40. It is the court's duty to "'jealously guard' and liberally construe" the people's power to pass laws through initiative "so that it be not improperly annulled." (*Id.* at 935.)

41. This Writ seeks to void the contract for legal services with Respondent Woocher.

42. Since a matter of public right is at stake, Petitioners need not show any legal or special interest, as Petitioner is “interested . . . in having the laws executed.” (*Save the Plastic Bag Coalition v. City of Manhattan Beach* (2011) 52 Cal. 4th 155, 166).

43. Petitioners have no plain, speedy, or adequate remedy in the ordinary course of law.

44. Petitioners have found it necessary to engage the services of private counsel to require the Respondents to follow the law. Petitioners are therefore entitled to an award of attorney fees and costs pursuant to California Code of Civil Procedure § 1021.5.

PRAAYER FOR RELIEF

WHEREFORE, Petitioners pray that this Court:

(a) Conduct a hearing pursuant to Cal. Code Civ. Pro §1094;

(b) Grant Petitioners' Verified Petition for Writ of Mandamus, voiding any agreement for legal services between Respondents and Mr. Woocher and his firm, as such an agreement would be inconsistent and in conflict with the law;

(c) Require Respondents Mr. Woocher and his firm to disgorge any fees that they have received as a result of the illegal contract;

(d) For attorneys' fees and costs pursuant to Code Civ. Proc., § 1021.5;

(e) For costs of suit incurred herein; and

(f) For such other and further relief as the Court deems just and proper.

Date: April 22, 2021

DHILLON LAW GROUP INC.

By:

Mark T. Allen

Mark P. Meuser

Harmeet K. Dhillon

Attorneys for Petitioners

The Coalition of Labor, Agriculture, & Business;
a California non-profit organization; Roy Reed,
an individual; Mike Brown, an individual; and
Alice Patino, an individual

**VERIFICATION OF PETITION FOR WRIT OF MANDAMUS AND REQUEST
FOR EVIDENTIARY HEARING**

I, James Andrew Caldwell, declare as follows:

1. I am the Chief Executive Officer of the Coalition of Labor, Agriculture & Business of Santa Barbara County, a Petitioner in this Action.

2. I have read the foregoing Verified Petition for Writ of Mandamus and Request for Evidentiary Hearing ("Petition") and know the contents thereof. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing Petition, and if called on to testify I would competently testify as to the matters stated herein.

3. As to all other matters stated in the Petition, I am informed and believe them to be true.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 20, 2021 at
Nipomo California

DocuSigned by:

James A. Caldwell

E5A4FE7BF42148D...

James Andrew Caldwell for Petitioner Coalition of
Labor, Agriculture & Business of Santa Barbara
County

**VERIFICATION OF PETITION FOR WRIT OF MANDAMUS AND REQUEST
FOR EVIDENTIARY HEARING**

I, Roy Reed, declare as follows:

1. I am a Petitioner in this Action.

2. I have read the foregoing Verified Petition for Writ of Mandamus and Request for Evidentiary Hearing ("Petition") and know the contents thereof. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing Petition, and if called on to testify I would competently testify as to the matters stated herein.

3. As to all other matters stated in the Petition, I am informed and believe them to be true.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 20, 2021, at
Santa Maria, California

DocuSigned by:
William Roy Reed, Jr.
530C39E188674FB...

Roy Reed

**VERIFICATION OF PETITION FOR WRIT OF MANDAMUS AND REQUEST
FOR EVIDENTIARY HEARING**

I, Mike Brown, declare as follows:

1. I am a Petitioner in this Action.

2. I have read the foregoing Verified Petition for Writ of Mandamus and Request for Evidentiary Hearing ("Petition") and know the contents thereof. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing Petition, and if called on to testify I would competently testify as to the matters stated herein.

3. As to all other matters stated in the Petition, I am informed and believe them to be true.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 20, 2021, at
Santa Ynez , California

DocuSigned by:
Michael F. Brown
ED80DB42322841D...
Mike Brown

**VERIFICATION OF PETITION FOR WRIT OF MANDAMUS AND REQUEST
FOR EVIDENTIARY HEARING**

I, Alice Patino, declare as follows:

1. I am a Petitioner in this Action.

2. I have read the foregoing Verified Petition for Writ of Mandamus and Request for Evidentiary Hearing and know the contents thereof. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing Petition, and if called on to testify I would competently testify as to the matters stated herein.

3. As to all other matters stated in the Petition, I am informed and believe them to be true.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 22, 2021, at
Santa Maria, California

DocuSigned by:
Alice M. Patino
175702A44A32482...

Alice Patino

EXHIBIT 1

COUNTY OF SANTA BARBARA ORDINANCE NO. 5051

ORDINANCE OF THE BOARD OF SUPERVISORS ADDING SECTION 2-10.9A TO THE
SANTA BARBARA COUNTY CODE TO CREATE A COUNTY OF SANTA BARBARA
CITIZENS' INDEPENDENT REDISTRICTING COMMISSION

The Board of Supervisors of the County of Santa Barbara ordains as follows:

**SECTION 1: CREATION OF CITIZENS' INDEPENDENT REDISTRICTING
COMMISSION.**

The following Section 2-10.9A is hereby added to the Santa Barbara County Code:

Section 2-10.9A – County of Santa Barbara Citizens' Independent Redistricting
Commission

Section 2-10.9A.010 Purpose:

The purpose of this section is to establish the procedures for determination of electoral district boundaries with the County of Santa Barbara. This section may also be known as "You Draw the Lines – County of Santa Barbara Citizens' Independent Redistricting Commission."

Section 2-10.9A.020 Definitions:

As used in this chapter, the following terms have the following meanings:

- (a) "Board" means the Board of Supervisors of the County of Santa Barbara.
- (b) "Commission" means the County of Santa Barbara Citizens' Independent Redistricting Commission in the County of Santa Barbara established as provided herein.
- (c) "Immediate family member" means a spouse, child, in-law, parent, or sibling.
- (d) "Significant Financial Interest" includes the following:
 - (i) Ownership or partial ownership, other than through the not more than 5% of the stock of any corporation that is allowed through Section 2-10.9A.020(d)(iv) below, of any for-profit company, corporation or other business entity with gross receipts of over \$ 100,000 derived from doing business in Santa Barbara County in any of the last five calendar years prior to appointment.
 - (ii) A partnership interest in any for-profit company or business with gross receipts of over \$ 100,000 derived from doing business in

Santa Barbara County in any of the last five calendar years prior to appointment.

- (iii) Holding the position of director, CEO, or a management position with a salary in excess of \$ 100,000 per year in any for-profit company, corporation or other business entity doing business in the County of Santa Barbara.
- (iv) Ownership of more than 5% of the stock of any corporation or other business entity doing business in Santa Barbara County.
- (v) Being an immediate family member of any person described in subsections (i-v) above.
- (vi) The County Board of Supervisors may adjust the dollar amounts stated above by the amount by the cumulative change in the California Consumer Price Index, or its successor, in every year ending in zero.

Section 2-10.9A.030 - Establishment of Commission

There shall be, in the County of Santa Barbara, a County of Santa Barbara Citizens' Independent Redistricting Commission. In the year following the year in which the decennial federal census is taken, the commission shall adjust the boundaries of any or all of the supervisorial districts (also known as "redistricting") of the County of Santa Barbara. The commission shall:

- (a) proceed through an open and transparent process enabling full public consideration of and comment on the drawing of district lines;
- (b) draw district lines according to the redistricting criteria specified in the Federal Voting Rights Act of 1965, and the California Voting Rights Act of 2001, and specified in this article; and
- (c) conduct themselves with integrity and fairness.

Section 2-10.9A.040 - Creation of Commission:

- (a) The commission shall be created no later than December 31, 2020, and in each year ending in the number zero thereafter.
- (b) The selection process is designed to produce a commission that is independent from the influence of the board, political parties, campaign contributors or other special financial interests, and is reasonably representative of the county's diversity.
- (c) The commission shall consist of 11 members.
- (d) Each commission member shall meet all of the following minimum qualifications:
 - (1) Be a resident of the County of Santa Barbara.
 - (2) Be a voter registered in Santa Barbara County.
 - (3) Have not changed registered political party affiliation within the past five years immediately preceding the date of his or her appointment to the commission.

(4) Have voted in Santa Barbara County in at least one of the last three statewide elections immediately preceding his or her application to be a member of the commission.

(5) The member must also be eligible under the provisions of Elections Code § 23003(c), or any successor provision governing qualifications of commissioners for independent redistricting commissions.

(6) In addition:

(A) no commissioner may have any Significant Financial Interest, as defined in this measure, in any company, corporation or other business entity that has donated \$ 500 or more in one year to any candidate for elective office of the County of Santa Barbara, or to any controlled committee, primarily formed committee, general purpose committee, independent expenditure committee that expended funds in support or opposition to a candidate for elective office of the County of Santa Barbara within the last eight years preceding appointment to the commission; and

(B) no commissioner or immediate family member may, within the last 8 years preceding appointment to the commission, have contributed \$ 500 or more in one year to any Candidate Controlled Committee, Primarily Formed Committee, or General Purpose Committee, Independent Expenditures Committee or other political action committee that has expended more than \$ 1,000 in support or in opposition to the election campaign for any elective office of the County of Santa Barbara.

(C) no commissioner or immediate family member may, within the last 8 years preceding appointment to the commission, have been a board member, officer, paid or volunteer staff of, or had a significant influence on the actions or decisions of a political committee required to register with the California Secretary of State, which expended funds in excess of \$500 in support or opposition to a candidate for any elective office of the County of Santa Barbara, including member communications.

(D) The County Board of Supervisors may adjust the dollar amounts stated above by the cumulative change in the California Consumer Price Index, or its successor, in every year ending in zero.

(e) An interested person meeting the qualifications specified in subdivision (d) may submit an application to the county elections official to be considered for membership on the commission. The county elections official shall review the applications and eliminate applicants who do not meet the specified qualifications and post all applications online for public review.

(1) From the pool of qualified applicants, the county elections official shall select the 45 most qualified applicants, taking into account the following criteria:

(A) experience that demonstrates analytical skills relevant to the redistricting process and voting rights, and ability to comprehend and apply the applicable state and federal legal requirements.

(B) experience that demonstrates an ability to be impartial.

(C) experience that demonstrates an appreciation for the diverse demographics and geography of the County of Santa Barbara.

(D) Nine (9) applicants from each existing supervisorial district shall be included in the list of most qualified applicants, unless there are less than nine (9) applicants from the district that meet the minimum qualifications set forth in subdivision (d), in which case the total number of qualified applicants will constitute the pool.

(f) The county elections official shall make public the names of the 45 most qualified applicants for at least 30 days. The county elections official shall not communicate with a member of the board, staff member or an agent for a member of the board, about any matter related to the nomination process or applicants before the publication of the list of the 45 most qualified applicants. During the period described in paragraph (f), the county elections official may eliminate any of the previously selected applicants if the official becomes aware that the applicant does not meet the qualifications specified in subdivision (d). After complying with the above requirements of this subdivision (f), the county elections official shall create a subpool for each of the five existing supervisorial districts of the board comprised of qualified applicants residing in the district corresponding to the subpool to which they have been assigned.

(g) At a regularly scheduled meeting of the board, the District Attorney of the County of Santa Barbara shall conduct a random drawing to select one commissioner from each of the five subpools established by the county elections official.

(h) (1) The five selected commissioners shall review the remaining names in the subpools of applicants and shall appoint six additional applicants to the commission. In order to be appointed, an applicant must receive the vote of at least four of the five selected commissioners.

(2) Five of the additional applicants will be selected, one from each of the existing five subpools reflecting the five existing supervisorial districts, and one at large based on the criteria in (3)

(3) The six appointees shall be chosen based on relevant experience, analytical skills, and ability to be impartial, and to ensure that the commission reflects the county's diversity, including racial, ethnic, geographic, age and gender diversity. However, formulas or specific ratios shall not be applied for this purpose. The five commissioners shall also consider political party preference, selecting applicants so that the political party preferences of the members of the commission, as shown on the members' most recent affidavits of registration, shall be as proportional as possible to the percentage of voters who are registered with each political party in the County of Santa Barbara, as determined by registration at the most recent statewide election. However, the political party preferences of

the commission members are not required to be exactly the same as the proportion of the political party preferences among the registered voters of the County. For this purpose, voters registered without stating a party preference or registered with any party that had a total registration of less than five percent (5%) in the County at the time of the last statewide election shall be considered unaffiliated. Unaffiliated members shall also be appointed to the commission in rough proportion to the percentage of unaffiliated registered voters at the time of the most recent statewide election.

(4) The five initial commissioners shall interview finalists for appointment, allow public comment, and make the appointments during a public hearing.

(i) A member of the commission shall not themselves do any of the following:

(1) While serving on the commission, endorse, work for, volunteer for, or make a campaign contribution to, a candidate for any County elective office.

(2) Be a candidate for an elective County office for 10 years commencing with the date of his or her appointment to the commission.

(3) For four years commencing with the date of his or her appointment to the commission:

(A) Accept an appointment to any County office, board or commission.

(B) Accept employment as a staff member of, or consultant to, an elected County official or candidate for County elective office.

(C) In their personal capacity, receive a noncompetitively bid contract with the County.

(D) Register as a lobbyist for the County.

(j) (1) A commissioner shall be removed from the commission upon occurrence of any of the following:

(A) The commissioner fails to attend a majority of publicly noticed commission meetings held within any three-month period.

(B) It is determined upon the basis of information not provided in the commissioner's application to serve that the commissioner is not qualified under the provisions of subdivision 2-10.9A.040(d), or that the commissioner has ceased to be qualified under the provisions of subdivisions 2-10.9A.040(d) or 2-10.9A.040(i) due to events or circumstances occurring after the filing of his or her application.

(C)(1) The commissioner is convicted of: (i) a felony; (ii) any violation of state, local or federal election laws; (iii) any criminal violation of the Ralph M. Brown Act; (iv) bribery or any other crime involving violation of the public trust; (v) any crime involving moral turpitude. In the event that any commissioner is charged with any such crime, the commissioner shall be suspended from the commission until a determination of guilt or innocence on the relevant charges is made in the trial court. Termination from the commission shall occur automatically

upon conviction of such crime by trial or plea, regardless of the pendency of any subsequent appeal.

(2) Any voter registered in the County of Santa Barbara may request that a commissioner be removed for any of the reasons stated in subdivision 2-10.9A.040(j)(1) by submitting a written request for removal of the commissioner to the commission stating the grounds for removal. If the commissioner being charged contests the grounds for disqualification or otherwise refuses to resign, that matter shall be referred by the commission to the Elections Officer of the County of Santa Barbara for a determination. The Elections Officer shall consider all evidence submitted by the commissioner being charged, as well as any evidence received from the commission or any member of the public. The elections official shall make a determination within 30 days as to whether the commissioner shall be removed, or within no more than 60 days if the elections official determines that more than 30 days are required for investigation or production of additional evidence. The decision of the elections official shall be final and effective immediately, unless and until overturned by a court of competent jurisdiction.

(3) If any vacancy occurs on the commission by reason of the death, removal or resignation of any commissioner, the remaining members of the commission shall select a replacement commissioner from the pool of most qualified applicants previously selected by the County elections officer, utilizing the criteria set forth in subdivision 2-10.9A.040(h)(3). To the extent practical the replacement commissioner shall be selected to maintain the balance of district representation and political affiliations that existed prior to the vacancy.

(4) A commissioner will be considered to have resigned if they are no longer a resident of, or registered voter within in the County of Santa Barbara.

Section 2-10.9A.050 - Operating Rules for Commission

(a) A commission member shall apply this chapter in a manner that is impartial and that reinforces public confidence in the integrity of the redistricting process.

(b) The term of office of each member of the commission expires upon the appointment of the first member of the succeeding commission.

(c) Seven members of the commission shall constitute a quorum. Seven or more affirmative votes shall be required for any official action.

(d) 1) The commission shall not retain a consultant who would not be qualified as an applicant pursuant to subdivision 2-10.9A.040(d).

(2) For purposes of this subdivision, "consultant" means a person, whether or not compensated, retained to advise the commission or a commission member regarding any aspect of the redistricting process.

(e) Each commission member shall be a designated employee for purposes of the conflict of interest code adopted by the County of Santa Barbara pursuant to Article 3 (commencing with Section 87300) of Chapter 7 of Title 9 of the Government Code.

(f) The commission is subject to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code and the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

(g) The commission shall take steps to encourage county residents to participate in the redistricting public review process. These steps may include:

(1) Providing information through media, social media, and public service announcements.

(2) Coordinating with community organizations.

(3) Posting information on the Internet Web site of the County of Santa Barbara that explains the redistricting process and includes a notice of each public hearing and the procedures for testifying during a hearing or submitting written testimony directly to the commission.

(4) Encouraging interested citizens and community organizations to submit proposed maps for review and consideration by the commission.

(h) At each public meeting of the commission, each commission member shall clearly disclose the sources and summaries of any ex parte communications they have had concerning the redistricting process.

Section 2-10.9A.060 Rules for Establishing District Boundaries

(a) The commission shall establish single-member supervisorial districts for the board pursuant to a mapping process using the following criteria as set forth in the following order of priority:

(1) Districts shall comply with the United States Constitution and each district shall have a reasonably equal population with other districts for the board, except where deviation is required to comply with the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 et seq.) or allowable by law.

(2) Districts shall comply with the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 et seq.).

(3) Districts shall comply with the California Voting Rights Act of 2001 (Division 14; Chapter 1.5 Rights of Voters of the Election Code (commencing with Section 14025)

(4) Districts shall comply with California election code section 21500, and in establishing the boundaries of the supervisorial district the commission shall give consideration to the following factors (a) topography, (b) geography, (c) cohesiveness, contiguity, integrity and compactness of territory, and (d) community of interests of the supervisorial districts.

(5) Districts shall be geographically contiguous.

(6) The geographic integrity of any city, local neighborhood, or local community of interest shall be respected in a manner that minimizes its division to the extent possible without violating the requirements of

paragraphs (1) to (3), inclusive. A community of interest is a contiguous population that shares common social and economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest shall not include relationships with political parties, incumbents, or political candidates.

(7) To the extent practicable, and where this does not conflict with paragraphs (1) to (6), inclusive, districts shall be drawn to encourage geographical compactness such that nearby areas of population are not bypassed for more distant areas of population.

(b) The place of residence of any incumbent or political candidate shall not be considered in the creation of a map. Districts shall not be drawn for purposes of favoring or discriminating against an incumbent, political candidate, or political party.

(c) Before the commission draws a map, the commission shall conduct at least seven public hearings, allowing for public input on communities of interest and other matters that must be considered by the commission, and allow members of the public to present ideas and maps for consideration. These meetings are to take place over a period of no fewer than 30 days, with at least one public hearing held in each supervisorial district.

(d) After the commission draws a draft map or alternative maps, the commission shall do both of the following:

(1) Post the map or alternative maps for public comment on the Internet Web site of the County of Santa Barbara.

(2) Conduct at least seven public hearings to take place over a period of no fewer than 30 days. Notice of each public hearing shall be published in a newspaper or newspapers of general circulation in all areas of the county at least seven days prior to the hearing.

(e) The commission shall establish and make available to the public a calendar of all public hearings described in paragraph (2). Hearings shall be scheduled at various times and days of the week to accommodate a variety of work schedules and to reach as large an audience as possible.

(f) The commission shall arrange for the live translation of a hearing held pursuant to this chapter in an applicable language if a request for translation is made at least 24 hours before the hearing.

For purposes of this paragraph, an "applicable language" means a language for which the number of residents of the County of Santa Barbara who are members of a language minority is greater than or equal to 3 percent of the total voting age residents of the county.

(g) Each of the public meetings of the commission shall be video recorded and available to the public for review.

(h) The commission shall adopt a redistricting plan adjusting the boundaries of the supervisorial districts and shall file the plan with the county elections official within six months after the final population figures determined in each decennial federal census have been reached, but in any event not later than the date required to comply with California Elections Code Section 23003, as may be amended. An affirmative vote of 7 commissioners shall be required to approve a redistricting plan.

(i) In the event that there are not 7 or more votes for affirmative approval of a plan, the redistricting plan shall be completed by a supervisorial redistricting commission in accordance with California Elections Code Sections 21501 and 21502, as may be amended, no later than December 31 of the year following the federal census. The supervisorial redistricting commission may consider a majority report, minority report or reports and any proposed maps prepared by the commission.

(j) A plan approved by 7 or more affirmative votes of the commission shall be effective 30 days after it is filed with the county elections official. A final plan approved by the supervisorial redistricting commission shall be effective immediately.

(k) The plan shall be subject to referendum in the same manner as ordinances.

(l) The commission shall issue, with the final plan, a report that explains the basis on which the commission made its decisions in achieving compliance with the criteria described in subdivisions (a) and (b).

Section 210.9A.070 – General Provisions

(a) If any provision of this measure, or any part thereof, is for any reason held to be invalid or unconstitutional, the remaining provisions shall not be affected, but shall remain in full force and effect, and to this end the provisions of this measure are severable.

(b) This measure is intended to provide the sole and exclusive procedure for adjustment of supervisorial district boundaries in the County of Santa Barbara. In the event that any other measure concerning adjustment of supervisorial district boundaries appears on the same election ballot as this measure, all provisions of that measure shall be deemed to be in conflict with this measure. In the event that this measure receives a greater number of valid affirmative votes, the provisions of this measure shall prevail in their entirety and all provisions of the other measure or measures shall have no force or effect.

SECTION TWO:

Pursuant to the California Environmental Quality Act, (CEQA) Guidelines section 15378(b)(5), adoption of this Ordinance is an organizational or administrative

activity of government that will not result in direct or indirect physical changes in the environment and is not a project subject to the requirements of CEQA.

SECTION THREE:

Except as amended by this Ordinance the Santa Barbara County Code shall remain unchanged and shall continue in full force and effect.

SECTION FOUR:

This Ordinance shall become effective thirty days from and after the approval by a majority of the votes cast by voters voting upon the Ordinance at the November 6, 2018 election. This Ordinance, or a summary thereof, shall be published in accordance with Government Code Section 25124, with the names of the members of the Board of Supervisors voting for and against the same, in a newspaper of general circulation published in the County of Santa Barbara.


PASSED, APPROVED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this 17th day of July, 2018, by the following vote, subject to approval by the electorate at the election of November 6, 2018:

AYES: Supervisors Williams, Wolf, Hartmann, Adam, and Lavagnino

NOES: None


ABSTAINED: None

ABSENT: None



Das Williams
Chair, Board of Supervisors

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: 

Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

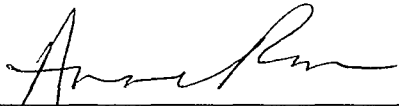
By: 
Deputy County Counsel

EXHIBIT 2

COUNTY OF SANTA BARBARA

Michael C. Ghizzoni
County Counsel



105 E. Anapamu Street, Suite 201
Santa Barbara, CA 93101
Telephone: (805) 568-2950
FAX: (805) 568-2982

COUNTY COUNSEL

December 8, 2020

Re: Request for Statement of Qualifications and Proposal to Serve as Independent Legal Counsel for the County of Santa Barbara Citizens' Independent Redistricting Commission

INTRODUCTION

On behalf of the County of Santa Barbara Citizens' Independent Redistricting Commission ("Commission"), Santa Barbara County's Office of County Counsel is soliciting statements of qualifications and proposals from law firms to serve as independent legal counsel ("Legal Counsel") for the Commission.

The passage of County of Santa Barbara Measure G in 2018 provided for the formation of the Commission, and established procedures for determination of electoral district boundaries within the County. Measure G is codified at Section 2-10.9A of the Santa Barbara County Code.

The first five Commissioners have been selected, and those Commissioners are in the process of selecting the additional six Commissioners, which will occur by December 31, 2020.

More information about the Commission is located at the following web site:
<http://www.countyofsb.org/redistricting.sbc>.

On November 10, 2020, the County's Board of Supervisors approved a contract for legal services for the Commission with a firm ("current counsel") that will be terminated by January 31, 2021 unless the Commission decides that it wants to continue with the current counsel.

SCHEDULE

Submissions are due on January 8, 2021 by 5:00PM. The submissions will be posted on the Commission's web site as part of the agenda materials for a Commission meeting in January 2021. If a firm is selected that is other than the current counsel, then a contract would be submitted to the Board of Supervisors for approval.

SCOPE OF SERVICES

Legal Counsel shall provide independent legal counsel to the Commission, including providing independent legal advice and handling litigation, when requested from time to time.

Under the general direction of the Commission, Legal Counsel shall:

- Serve as the legal advisor for the Commission and consultants and staff assigned to the Commission.
- Advise the Commission at meetings, public hearings, and other legal proceedings.
- Ensure that all constitutional, statutory, and regulatory requirements and court decisions governing the Commission's activities are properly interpreted, including but not limited to Santa Barbara County Code Section 2-10.9A, the Ralph. M. Brown Act, the Public Records Act, the California Elections Code, and the federal Voting Rights Act of 1965.
- Provide legal representation administratively and, if applicable, in court.
- Render written and verbal legal advice.
- Render legal advice regarding policies within the Commission's legal areas of responsibility, if any.
- Ensure that any administrative policies adopted by the Commission are consistent with law and are implemented fair and impartially.

Legal Counsel shall ensure that information relating to Legal Counsel's legal support of the Commission is protected as required by Business and Professions Code Section 6068(e); this includes Legal Counsel's preserving the confidentiality of that information from the County of Santa Barbara's Office of County Counsel, except that Legal Counsel may communicate with the Office of County Counsel as would be appropriate between attorneys who represent opposing parties at "arm's-length."

ESSENTIAL KNOWLEDGE AND ABILITIES

Responses must demonstrate the ability to perform high-level analysis of the legal issues associated with administration of the Commission as well as the redistricting process. Such overall ability requires that the primary service provider as the Legal Counsel possess the following:

- Active membership in the State Bar of California.
- Ability to communicate effectively in writing and in oral presentations with a variety of contacts, including the Commissioners, outside attorneys, public officials, the public, press and staff.
- Ability to accurately appraise legal problems, perform legal research, and correctly apply legal principles, evidentiary rules and precedents to proposed solutions.
- Ability to write and edit correspondence, pleadings, briefings, talking points, and legal opinions.
- Ability to represent the Commission at meetings, public hearings, and other legal proceedings.
- Ability to synthesize, clarify, and disseminate complex information.
- Knowledge of Cal. Elections Code Sections 23000 – 23004 and 21500 – 21509, including as amended by AB 1276, effective January 1, 2021.
- Knowledge of the Ralph M. Brown Act, Political Reform Act, and Public Records Act requirements.

- Demonstrated experience and expertise in implementation and enforcement of the federal Voting Rights Act of 1965.

PROPOSAL REQUIREMENTS

To assist the Commission in selecting Legal Counsel, please ensure that your proposal includes the following information:

1. **Firm Description.** Provide a brief description of your firm and qualifications in the area of state and federal laws governing redistricting in California. Indicate the location of your main California office.
2. **Assigned Personnel.** Identify your firm's team for the assignment, specifically identifying the individual who would serve as the overall lead for the engagement and primary service provider in the Legal Counsel role. Include only those persons who are actually expected to work on the engagement. Provide resumes for each participating team member, highlighting relevant experience to meet essential knowledge and abilities.
3. **Experience.** Briefly describe the firm's experience as Legal Counsel in California for local government entities or states related to state and federal laws governing redistricting and voter rights. Indicate where the proposed primary service provider contributed to the firm's experience.
4. **Additional Information.** Please confirm that your firm has run a conflicts check and does not have any potential conflicts of interest. Also, please review Elections Code Section 23003 and Santa Barbara County Code Sections 2-10.9A(5)(d) and (4)(d), and confirm that anyone assigned to provide services under the contract would not be disqualified under Elections Code Section 23003 or Santa Barbara County Code Sections 2-10.9A(4)(d)(5) or (4)(d)(6).
5. **Fees.** Please indicate your firm's fees for the Legal Counsel role. To the extent hourly fees are proposed, please include an estimate of the total fee and/or expected range, and not-to-exceed amount. Also, please indicate what expenses you would bill in addition to the fee and a proposed cap.
6. **Form Contract.** A form of contract is attached. If your firm has any proposed changes to the contract, please identify them as part of your firm's response.

SUBMISSION

Please provide your proposal by e-mail to arierson@co.santa-barbara.ca.us no later than January 8, 2021 by 5:00 p.m.

DISCLAIMERS

It is noted that the Commission reserves the right to: reject any and all responses; cancel, modify or re-issue the RFP; negotiate with any, all or none of the respondents; and solicit best and final offers from any, all or none of the respondents. This RFP does not commit the Commission to negotiate a contract, nor does it obligate them to pay for any costs incurred in the preparation and submission of your responses or in the anticipation of a contract. The Commission reserves the right to recommend that the Board of Supervisors contract with any

of the firms responding to this RFP based on the Commission's judgment in evaluating the firm's proposal, including but not limited to its qualifications, capabilities and fee quote.

COMMUNICATIONS

So that we do not need to post and share responses to questions with proposers, we do not plan to have substantive conversations with any proposers.

Thank you in advance for your participation in this process.

EXHIBIT 3



COUNTY OF SANTA BARBARA

CITIZENS INDEPENDENT REDISTRICTING COMMISSION

Summary of Proceedings 2020 Citizens Independent Redistricting Commission

Date: **Wednesday, February 3, 2021**
Time: **6:31 PM – 7:39 PM**
Place: **Remote Virtual Participation Only**

Recordings of the Commission Meetings, Agendas, Supplemental Materials and Minutes of the Citizens Independent Redistricting Commission are available on the internet at:
www.countyofsb.org/redistricting.sbc

BOARD ACTION SHOWN IN CAPS

MRS. TILTON ANNOUNCED THE RESIGNATION OF COMMISSIONER KATZ.

1. Commission Convened

Roll Call

Commissioners Present: Bradley, Bray, Hudley, McClintock, Morris, Ochoa, Olmedo (late), Rios, Turley, Twibell

Commissioners Absent: Katz

ITEM 3 AND 4 WERE TAKEN OUT OF ORDER.

3. Discussion and decision of staff's recommendation to continue Interim Chair and Vice Chair for this meeting or nomination and selection of Chair and Vice Chair.

NO ACTION TAKEN.

4. Disclosure of ex parte communications.

NONE.

2. Public Comment

The Public Comment period is reserved for comments on items not on the Agenda and for matters

within the subject matter jurisdiction of the Citizens Independent Redistricting Commission. The Commission may adopt reasonable regulations, including time limits, on public comments. The Commission may not discuss or take action on any matter raised during the public comment section, except to decide whether to place a matter on the agenda of a future meeting.

COMMISSIONER OLMEDO JOINED THE MEETING AT 6:36 PM.

PUBLIC COMMENT:

LEE HELLER, HEARD REGARDING REGRETS FOR COMMISSIONER KATZ RESIGNATION, AND APPRECIATION FOR HER SERVICE.

SCOTT RAFFERTY, HEARD REGARDING HIS DISAPPROVAL AND CONCERNS FOR THE LEGAL COUNSEL SELECTION PROCESS.

MARY HUDSON, HEARD IN SUPPORT OF CHERYL TROSKY.

PEGGY WILSON EXPERIENCED TECHNICAL DIFFICULTIES AND WAS ASKED TO SUBMIT WRITTEN COMMENTS.

BARBARA SABASTINI, HEARD IN SUPPORT OF CHERYL TROSKY FOR THE DISTRICT 1 VACANCY.

PEGGY WILSON, HEARD IN SUPPORT OF CHERYL TROSKY FOR THE DISTRICT 1 VACANCY.

WRITTEN COMMENT:

CHRIS SKINNELL, NIELSEN MERKSAMER, ADDRESSING PHILIP SEYMOUR'S QUESTIONS ABOUT CONFLICT OF INTEREST.

FREDRIC WOOCHEER, RESPONSE TO THE CONFLICT OF INTEREST ALLEGATION.

COMMISSIONER KATZ, LETTER OF RESIGNATION.

MR. JOHNSON RESPONDED TO MR. RAFFERTY'S COMMENT AND CLARIFIED THE RECEIPT AND PROCESSING OF MR. SKINNELL'S EMAIL.

5. Discussion, deliberation, and possible action regarding selecting Independent Legal Counsel.

MR. CHURCHWELL GAVE AN OVERVIEW OF LEGAL COUNSEL SELECTION, AND CONTRACT NEGOTIATIONS WITH STRUMWASSER & WOOCHEER. THE HOURLY RATES WERE REDUCED FROM \$575 TO \$525, THE NEXT HIGHEST RATE REDUCED FROM \$525 TO

\$475, SET AN OVERALL \$200,000 CAP, AND IF DEPLETED, THE COMMISSION AND LEGAL COUNSEL WILL NEGOTIATE AT THAT TIME.

COMMISSIONER TURLEY INQUIRED ABOUT A SUMMARIZATION OF THE LETTER FROM MR. WOOCHEER. MR. CHURCHWELL SUGGESTED INVITING MR. WOOCHEER TO EXPLAIN AND ANSWER QUESTIONS REGARDING THE LETTER.

MR. WOOCHEER PROVIDED AN EXPLANATION FOR COMMENTS ABOUT DISQUALIFICATION DUE TO CONFLICT OF INTEREST, REGARDING PREVIOUS REPRESENTATION OF A FORMER COUNTY SUPERVISOR IN 2008.

PUBLIC COMMENT:

LEE HELLER, HEARD AND COMPLIMENTED MR. WOOCHEER'S IMPRESSIVE RESPONSE ON SHORT NOTICE.

ANDY CALDWELL, HEARD REGARDING NIELSEN MERKSAMER, THE ORDINANCE, AND CONCERNS ABOUT STRUMWASSER & WOOCHEER.

RECESSED THE MEETING FOR CLOSED SESSION AT 7:07 PM.

6. Consideration of the appointment of an independent contractor who functions as an officer or an employee of a local agency pursuant to Section 54957(b) of the Government Code.

Title: Independent Legal Counsel

RECONVENED THE MEETING IN OPEN SESSION AT 7:25 PM.

7. Announcement of any reportable action taken in closed session.

NO REPORTABLE ACTION.

COMMISSIONER MORRIS STATED THE COMMISSION WILL NEGOTIATE A PRICE AND MAKE A RECOMMENDATION TO THE COUNTY FOR FINAL CONTRACT APPROVAL.

MOTION TO RECOMMEND STRUMWASSER & WOOCHEER FOR LEGAL COUNSEL.

MOTION CARRIED: 10 AYES

8. Discussion and possible action regarding future agenda items.

- DISTRICT 1 VACANCY AND INTERVIEWS (FEBRUARY 22)
 - CANDIDATES: JAMES SCORSO, CHERYL TROSKY, DANIEL MONTELLO (USE DECEMBER 8 INTERVIEW), AND CLAUDIA KNUDSON (USE DECEMBER 9

INTERVIEW)

- OUTREACH STRUCTURE (DIGITAL ACCESS, BUDGET, BIG PICTURE, DETAILS)
- SUPPORT TOOLS

9. Discussion and possible action regarding scheduling future meetings.

THE COMMISSIONERS DISCUSSED MEETING THE 1ST AND 3RD WEDNESDAY AT 6 PM, AND CONFIRMED THE NEXT MEETING DATES:

- MARCH 3, 6 PM
- MARCH 17, 6 PM

ADJOURNMENT – The next meeting is scheduled for Monday, February 22, 2021, at 6:30 p.m.

EXHIBIT 4

No. 12-1080

Supreme Court, U.S.

FILED

MAY 8 2013

OFFICE OF THE CLERK
SUPREME COURT, U.S.

IN THE
Supreme Court of the United States

STEVEN PAPPAS,

Petitioner,

v.

DOREEN FARR,

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI TO THE
CALIFORNIA COURT OF APPEAL FOR THE
SECOND APPELLATE DISTRICT, DIVISION SIX

BRIEF IN OPPOSITION

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Counsel for Respondent

May 3, 2013

247403



COUNSEL PRESS

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QUESTIONS PRESENTED

1. Does the United States Supreme Court have jurisdiction under 28 U.S.C. § 2101(c) to review a decision of the California Court of Appeal awarding attorney fees to Respondent under California Code of Civil Procedure § 1021.5 when the decision of the Court of Appeal holding that Respondent was entitled to recover her attorney fees pursuant to that statute “as a matter of law” was issued in December 2010, more than two years before the Petition for Writ of Certiorari was filed?
 2. Does the United States Supreme Court have jurisdiction under 28 U.S.C. § 1257(a) to review a decision of the California Court of Appeal awarding attorney fees to Respondent under California Code of Civil Procedure § 1021.5 when Petitioner never raised, and the state courts therefore never addressed, any federal constitutional objections or other federal questions at any time in the state court proceedings?
 3. Does the award of attorney fees to Respondent and against Petitioner under California’s “private attorney general” statute, California Code of Civil Procedure § 1021.5, violate the Due Process Clause of the Fifth and Fourteenth Amendment to the United States Constitution when the statute sets forth clear and explicit criteria that must be satisfied for entitlement to any fee award and those criteria have been judicially interpreted and applied in hundreds of published California appellate decisions over the past 35 years?
-

4. Does the award of attorney fees to Respondent for vindicating important public rights by successfully defending against Petitioner's meritless challenge to the lawfully cast ballots of thousands of voters violate Petitioner's First Amendment right to engage in political speech or to petition the government for redress of grievances?

PARTIES TO THE PROCEEDINGS

The only parties to the proceedings below were
Petitioner Steven Pappas and Respondent Doreen Farr.

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INTRODUCTION

Petitioner Steven Pappas seeks review of an *unpublished* opinion of the California Court of Appeal holding that the trial court did not abuse its discretion in determining the *amount* of attorney fees awarded to Respondent Doreen Farr under California's "private attorney general" statute, codified in California Code of Civil Procedure § 1021.5. The Petition for Writ of Certiorari ("Petition") meets *none* of the procedural or substantive requirements for review in this Court. To the contrary, the Petition can and should be denied on each of the following grounds:

A. The Petition is Untimely By More Than Two Years

The Petition contends that the decision awarding attorney fees to Respondent under California Code of Civil Procedure § 1021.5 violated Petitioner's due process and First Amendment rights. The decision that awarded attorney fees to Respondent, however, was issued in December 2010 – more than *two years* before this Petition was filed – when the California Court of Appeal "conclude[d] that as a matter of law Farr is entitled to an award of attorney fees pursuant to Code of Civil Procedure section 1021.5." *Pappas v. Farr*, No. B219570, 2010 WL 5158272, *3 (Cal. Ct. App. unpub. opn. Dec. 21, 2010) ("*Pappas II*"). Petitioner never sought review of that decision in either the California Supreme Court or this Court, meaning that the Petition does not satisfy the jurisdictional requirements of 28 U.S.C. § 2101(c) or Supreme Court Rule 13.

The decision that Petitioner now challenges in his Petition is a *subsequent* decision of the Court of Appeal affirming the trial court's determination on remand solely of the reasonable *amount* of attorney fees to be awarded to Respondent. *Pappas v. Farr*, No. B237030, 2012 WL 4425112 (Cal. Ct. App. unpub. opn. Sept. 26, 2012) ("*Pappas III*"), Pet. App. at 5a–14a. As can readily be seen from the opinion itself, the only issues raised and addressed by the Court of Appeal in this decision involved whether the trial court had abused its discretion in failing to reduce the *amount* of the fee award on three discrete state-law grounds argued by Petitioner. No questions concerning Petitioner's *liability* for a fee award under California Code of Civil Procedure section 1021.5 were ever presented or decided in the opinion.

B. Petitioner Never Presented His Purported Federal Constitutional Questions At Any Time in the State Courts

This Court has consistently held that it will not grant certiorari to review a state court decision involving purported issues of federal law unless those federal issues were actually addressed by, or at least properly presented to, the state court that rendered the decision the Court has been asked to review. *E.g.*, *Adams v. Robertson*, 520 U.S. 83, 86–87 (1997); *Yee v. City of Escondido*, 503 U.S. 519, 533 (1992). That did not occur here. The state court decision that Petitioner proffers for review does nothing more than affirm the trial court's order determining the reasonable *amount* of fees to be awarded to Respondent. As the decision makes clear, no federal law issues were considered or decided by the court. Pet. App. at 5a–14a. That is because Petitioner *never raised* any issue of federal

law whatsoever *at any time* in the state court proceedings on the attorney fee award in this case.

While Petitioner now quotes a few isolated passages from his state court briefs as supposed evidence that the federal questions were indeed raised below, these passages were merely excerpted from *policy arguments* that Petitioner made in support of his proposed *interpretation* of the state statute at issue. Petitioner at no time in the state court proceedings cited any federal statute, treaty, or constitutional provision as a defense against the fee award, much less put forward any actual legal argument supported by case law that the attorney fee award requested by Respondent was barred or limited by federal law. *See Howell v. Mississippi*, 543 U.S. 440, 442-444 (2005) (in order to establish that a federal question was properly presented to the state court in accordance with 28 U.S.C. § 1257, it is generally necessary for Petitioner either to have labeled his claim “federal” or to have cited in conjunction with the claim the federal source of law on which he relies or a case deciding such a claim on federal grounds). Petitioner’s contention that he raised the federal constitutional questions “at every stage of the proceedings below,” Pet. at 6, is not just an exaggeration. It is a flat out falsehood.

C. The Decision that This Court Is Being Asked to Review Was an Unpublished Opinion of the State Court of Appeal that Affects Only Two People – Petitioner and Respondent

It is well understood that discretionary review by this Court on writs of certiorari is not intended to correct errors in individual cases, but rather to address broad

issues of public importance, to decide critical questions of federal law that should be settled by this Court, or to resolve conflicts in the decisions of the relevant lower courts on important federal questions. Supreme Court Rule 10. As the Clerk of the Court cautions petitioners who are proceeding without the assistance of counsel: “The primary concern of the Supreme Court is not to correct errors in lower court decisions, but to decide cases presenting issues of importance beyond the particular facts and parties involved.” Office of the Supreme Court Clerk, Guide for Prospective Indigent Petitioners for Writs of Certiorari (Oct. 2012), at 1.

Yet the Petition in this case seeks review of an *unpublished* opinion of an intermediate appellate court that has *no precedential value* even within California, much less in any other state, and which therefore impacts exactly two people in this world – Petitioner Pappas and Respondent Farr. As is stated in the warning that is prominently displayed on the top of the first page of the opinion itself, “California Rules of Court, rule 8.1115(a), *prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published This opinion has not been certified for publication or ordered published for purposes of rule 8.1115.*” Pet. App. at 5a (emphasis added). All of Petitioner’s arguments regarding the supposed “chilling effect” of the decision and its asserted impact on other candidates for office throughout the country are therefore nothing more than overblown hyperbole. This was a routine appeal of the amount of a trial court’s attorney fee award that was reviewed for abuse of discretion under established state-law standards. The state court of appeal itself did not deem its decision to be significant enough to warrant

publication, and for that reason, the opinion cannot be cited or relied upon as a precedent in any other case or context. Under these circumstances, the decision certainly does not merit review by this Court under its discretionary, and extraordinary, certiorari jurisdiction.

D. The Factual Premise Underlying the Petition Is Completely False

The Petition's principal legal argument is that "California Code of Civil Procedure § 1021.5 unconstitutionally burdens and infringes on core political speech when, as here, it is applied to punish individuals who bring meritorious election challenges." Pet. at 24. Underlying this legal argument is the factual premise that Petitioner Pappas was a selfless crusader who "uncovered evidence of serious and criminal election fraud," Pet. at 10, and whose legal challenge, although ultimately unsuccessful in overturning the result of his election, "was still proven to be meritorious because it had the effect of placing serious flaws in the election and voter registration systems in front of the court and the public," *id.* at 17.

Nothing could be further from the truth. The trial court judge who presided over Petitioner's lawsuit found that "Pappas has failed to produce evidence of *even one isolated incident of fraud* or other illegal voting in this case There has similarly been *a complete failure of proof as to any illegal votes* cast by voters as a result of innocent mistakes, misunderstanding or ignorance of legal requirements, or other inadvertent errors by voters or election officials." Superior Court's Findings of Fact and Conclusions of Law, March 26, 2009, p. 23:6-13 (emphasis added), quoted in *Pappas v. Farr*, No. B215239,

2010 WL 4017063, *1 (Cal. Ct. App. unpub. opn. Oct. 14, 2010) (“*Pappas I*”) and CT1 201A.¹ Indeed, the trial judge found that Petitioner’s claims of election fraud were so completely devoid of merit that they were brought in bad faith: “Given the complete lack of evidence supporting the allegations of fraud made by contestant Pappas, the Court can only conclude that these allegations were *frivolous* and tantamount to an *intentional misleading of the Court*.” Superior Court’s Findings of Fact and Conclusions of Law, 3/26/2009, p. 23:14-16 (emphasis added), quoted at CT2 308:18-21.

In short, this case simply does not raise the issue that the Petition claims to present. The attorney fee award below did not “punish” Petitioner Pappas for bringing a “meritorious,” although unsuccessful, election challenge. Rather, consistent with decades of California law, the fee award merely compensated Respondent Farr for the financial burden she was forced to bear in order to successfully defend the constitutional rights of thousands of innocent voters against Petitioner’s frivolous attack.

E. The Petition Presents No Genuine Federal Question Meriting Review By This Court

Even if the Petition’s numerous jurisdictional defects could be disregarded, there is simply no genuine constitutional (or other) basis for Petitioner’s challenge to

1. The Petition fails to include the trial court’s Findings of Fact and Conclusions of Law, despite their obvious relevance to Petitioner’s present claims. In fact, almost none of the record of Petitioner’s election contest was included in the record of his state court appeal of the attorney fee award, because – as stated above – the grounds for his appeal in state court were completely unrelated to the claims he now presents in the Petition.

the fee award below. The Petition purports to raise two constitutional questions: (1) whether California's private attorney general statute (Code of Civil Procedure § 1021.5) as applied to election contests violates due process because it is "insolubly vague and ambiguous," Pet. at 20; and (2) whether the statute as applied to election contests violates the First Amendment by unduly burdening the right to petition and core political speech, *id.* at 21-29.² But Petitioner cites no case law from any jurisdiction that even indirectly touches on these specific issues, let alone case law that actually supports an argument that private-attorney-general fee awards in election contest cases are unconstitutional.

In support of his due process argument, Petitioner cites only a single case (*Hoffman Estates, Inc. v. Flipside, Hoffman Estates*, 455 U.S. 489 (1982)), and only for the generic proposition that unduly vague laws may violate due process by impermissibly delegating basic policy matters to judges for resolution on an *ad hoc* and subjective basis. Petitioner, however, does not identify any specific language in Code of Civil Procedure § 1021.5 that he contends is unduly vague or that confers excessive discretion upon California judges, nor does he discuss the considerable body of California case law that has amplified upon and given precise definition to the statutory criteria governing fee awards under Code of Civil Procedure § 1021.5. Equally important, Petitioner does not identify a single state or

2. Although the Petition thus plainly "draw[s] into question" the constitutionality of California Code of Civil Procedure § 1021.5, it does not appear that Petitioner either advised this Court that 28 U.S.C. § 2403(b) may apply or served a copy of the Petition on the California Attorney General. *See* Supreme Court Rule 29.4(c). Noncompliance with the Court's rules should be yet another ground for denying the Petition.

federal case in *any jurisdiction* that has overturned or even seriously questioned the constitutionality of any private attorney general statute – or of *any other* attorney fee statute, for that matter – on due process grounds.

Petitioner's First Amendment arguments fare no better. This Court and many others have long recognized that "baseless litigation is not immunized by the First Amendment right to petition." *Bill Johnson Restaurants, Inc. v. National Labor Relations Board*, 461 U.S. 731, 743 (1983). Petitioner nevertheless bandies about various First Amendment catch-phrases and bromides as if they were a magic charm against attorney fee awards in any context. Again, however, he does not cite *a single case* from *any jurisdiction* in which a private attorney general statute or other comparable attorney fee statute has been challenged – let alone *successfully* challenged – on First Amendment grounds. Petitioner has failed to show that there is any colorable merit in his constitutional claims, that there is any substantial uncertainty or disagreement in the law that needs to be resolved by this Court, or that this would in any event be an appropriate case in which to do so.

STATEMENT OF THE CASE

Respondent recognizes that under Rule 15, the brief in opposition should identify and respond to any perceived misstatement of fact or law in the petition. The problem in this case is where to begin. Except for such basic procedural facts as the dates of the various state court decisions below, there is very little in the Petition's statement of the case that is true. Accordingly, in the following sections, Respondent will address only the

more important instances in which Petitioner's assertions deviate from the record.

A. The Election Contest

The underlying lawsuit in this case challenged the results of an election held for County Supervisor for the Third Supervisorial District in Santa Barbara County, California, in November, 2008. Although elections for federal, state, and local government offices were all consolidated on a single ballot, the election for county supervisor was not a "federal election," as the Petition erroneously suggests in the "Questions Presented."

Petitioner Pappas lost the supervisorial election by 806 votes, or approximately 2% of the votes cast – not a particularly close election by any accepted standard. Petitioner nevertheless demanded and obtained a recount under California law. The recount changed the election result by a grand total of one vote. Petitioner then filed a judicial election contest, naming Respondent Farr as the defendant, pursuant to California Elections Code § 16000 et seq. The election contest was resolved adversely to Petitioner following a five-day bench trial that was held over the course of three months. Contrary to Petitioner's assertion that he "uncovered instances of clear voter fraud" and that he "did not prevail simply because he could not identify a sufficient number of votes cast by ineligible voters to overturn the results," Pet. at 3, the trial judge found that Petitioner had failed to provide credible evidence of *even one* fraudulent or otherwise illegal vote. Superior Court's Findings of Fact and Conclusions of Law, March 26, 2009, p. 5, ¶ 13; p. 23, ¶¶ 17-18, p. 31, ¶ 30.

Petitioner continues to assert that his election contest uncovered “numerous troubling irregularities,” such as the existence of precincts in which the number of votes cast exceeded the number of registered voters. Pet. at 9. The County elections official explained at trial, however, that this anomaly occurred because a large number of first-time student voters who were unsure about the location of their assigned polling places lawfully cast provisional ballots at other polling places; after verifying that the provisional voter was properly registered and qualified to vote for all of the contests listed on the ballot, the elections officials tallied the vote and recorded it as having been cast in the precinct in which it was submitted, even though the voter was registered in a different precinct. It was therefore not particularly surprising that in the high-turnout November 2008 Presidential election, some precincts – due to the addition of a large number of these provisional ballots – reported having more ballots cast than registered voters. Far from evidencing any “troubling irregularities” in the conduct of the election, Petitioner’s resurrection of this issue in the Petition merely demonstrates his penchant, in the words of the trial court, for making unsupported voter fraud claims that are “tantamount to an intentional misleading of the Court.” Superior Court’s Findings of Fact and Conclusions of Law, March 26, 2009, p. 23:14-16.

Petitioner appealed the Superior Court’s decision in his election contest to the state Court of Appeal, which unanimously affirmed the trial court’s decision in all respects. *Pappas I*, 2010 WL 4017063 (Cal. Ct. App. unpub. opn. Oct. 14, 2010). Petitioner did not seek review of the Court of Appeal’s decision in either the California Supreme Court or this Court.

B. The Attorney Fee Award

Following the conclusion of the election contest, Respondent moved for an award of attorney fees under California Code of Civil Procedure § 1021.5. Respondent contended that her successful defense of the voting rights of thousands of student voters whose ballots had been challenged by Petitioner in the election contest (1) vindicated important public rights; (2) conferred a significant benefit on a large class of persons; and (3) that the costs of the litigation substantially exceeded the value of her financial stake in its outcome, thus satisfying the three basic criteria governing fee awards under the state statute. The trial court agreed – and Petitioner did not seriously dispute – that Respondent’s actions satisfied the first two statutory criteria, but the court denied the fee motion on the ground that Respondent Farr’s personal *non-economic* interests in having her election victory confirmed by the court precluded an award under the third criterion.

Upon Respondent’s appeal, however, the Court of Appeal reversed, relying upon the California Supreme Court’s decision in *Conservatorship of Whitley*, 50 Cal. 4th 1206, 241 P.3d 840 (2010), which clarified that a litigant’s asserted personal *non-pecuniary* interests in the outcome of a lawsuit were not relevant under Code of Civil Procedure § 1021.5, which focused instead on the *financial* burdens and incentives involved in litigating the case. Finding that “no rational person would have undertaken defense of [Petitioner’s] action for financial benefit,” the Court of Appeal held that Respondent Farr’s successful defense of the student voters’ rights entitled her to an award of attorney fees pursuant to Code of

Civil Procedure § 1021.5 “as a matter of law.” (*Pappas II*, 2010 WL 5158272, at *3 (Cal. Ct. App. unpub. opn. Dec. 21, 2010); CT2 317-322. The Court of Appeal therefore reversed and remanded the case to the trial court *solely* for a determination of the reasonable *amount* of attorney fees to be awarded to Respondent. *Ibid.* Significantly, Petitioner did not seek review – either by the California Supreme Court or by this Court – of the Court of Appeal’s holding that Respondent was entitled to recover her attorney fees from Petitioner “as a matter of law” under Code of Civil Procedure § 1021.5.

On remand, Petitioner did not oppose Respondent’s entitlement to a fee award, but vigorously objected to the amount of the requested award, arguing that the base “lodestar” should be reduced on various state law grounds. The trial court, rejecting most but not all of Petitioner’s arguments, awarded Respondent \$528,657.50 in costs and attorney fees. See Pet. App. at 15a-20a. Petitioner once again appealed, renewing his contention that the amount of the fee award should be reduced pursuant to state law. The Court of Appeal, in yet another unanimous unpublished decision, addressed and rejected all three arguments presented by Petitioner on appeal: (1) that the trial court should have reduced the fee award to Respondent to account for her alleged pecuniary interest in the litigation; (2) that the trial court should have reduced the fee award to account for Respondent’s alleged non-pecuniary personal interests in the election contest outcome; and (3) that the fee award should have been reduced due to what Petitioner characterized as Respondent’s counsel’s “block billing.” *Pappas III*, 2012 WL 4425112 (Cal. Ct. App. unpub. opn. Sept. 26, 2012); Pet. App. at 5a-14a.

At no time during the course of this latest appeal did Petitioner challenge Respondent's *entitlement* to a fee award under Code of Civil Procedure § 1021.5, on *any* ground – state or federal. To the contrary, Petitioner specifically emphasized in his briefing to the appellate court that the instant appeal concerned only the *amount* of fees awarded to Respondent:

“Pappas briefly clarifies the scope of this appeal. . . . Pappas does not seek to relitigate the *merits of the election contest* which has already been finally determined, nor does Pappas seek to relitigate Farr's *entitlement* to an award of attorneys fees. The scope of this appeal is limited to issues regarding the *amount* awarded as attorneys fees to Farr.” Appellant's Reply Brief, at 2, filed June 12, 2012, in *Pappas III*, 2012 WL 4425112 (Cal. Ct. App. unpub. opn. Sept. 26, 2012) (emphasis in original).

Petitioner unsuccessfully sought rehearing by the Court of Appeal, *see* Pet. App. at 2a-3a,³ and his subsequent petition for review by the California Supreme Court was summarily denied on December 12, 2012. Pet. App. at 1a. This Petition for a Writ of Certiorari followed on March 1, 2013.

3. In response to the Petition for Rehearing, the Court of Appeal deleted one sentence from its opinion that Petitioner considered objectionable, but made no substantive change to its decision. *Ibid.*

REASONS FOR DENYING THE PETITION

I. THE PETITION IS UNTIMELY

The Petition argues that California Code of Civil Procedure § 1021.5 is unconstitutional because “the test for whether fees should be granted” is “vague, unintelligible, and wholly bereft of clear standards for its application in an election contest,” Pet. at 16, and because an award of attorney fees under the statute violates the election contestant’s First Amendment right to petition and burdens his or her core political speech, *id.* at 21-29. The Petition does not contend that a fee award only above a certain *amount* is unconstitutional, but that *any award of attorney fees* against the loser of an election contest is unconstitutional.

The decision holding that Petitioner was liable for an award of attorney fees in his unsuccessful election contest, however, was issued by the California Court of Appeal on December 21, 2010 – more than *two years* before the instant Petition was filed. *Pappas II*, 2010 WL 5158272. As set forth above, it was in that decision that the Court of Appeal determined that Respondent Farr was entitled to recover fees from Petitioner Pappas under Code of Civil Procedure § 1021.5 “as a matter of law.” *Id.*, 2010 WL 5158272, at *3. If Petitioner wished to challenge the constitutionality of imposing a fee award against him under Code of Civil Procedure § 1021.5, it was incumbent upon him to raise and pursue his constitutional arguments in that appeal. Yet he failed to do so, and under California law, the decision in *Pappas II* became final 30 days after it was issued. Cal. Rules of Court, rule 8.264. Petitioner did

not seek review of that decision in the California Supreme Court, which in and of itself constitutes jurisdictional grounds for denying the Petition. 28 U.S.C. § 1257(a). But even if one were to ignore this defect, the current Petition for a Writ of Certiorari is two years too late under 28 U.S.C. § 2101(c) and Supreme Court Rule 13.

By contrast, the Court of Appeal decision that the Petition now seeks review of – *Pappas III* – is simply that court’s affirmance of the trial court’s order setting the *amount* of fees to be awarded to Respondent in compliance with the appellate court’s earlier 2010 decision. As noted above, in his briefing to the Court of Appeal, Petitioner himself insisted that “[t]he scope of this appeal is limited to issues regarding the *amount* awarded as attorneys fees to Farr,” and that he specifically was *not* seeking to relitigate the issue of Respondent’s *entitlement* to a fee award under Code of Civil Procedure § 1021.5. Appellant’s Reply Brief, at 2 (emphasis in original). Neither in the state courts nor in his Petition to this Court, however, does Petitioner contend that either the *amount* of the fee award or the manner in which it was determined violates his due process or First Amendment rights.

In sum, it is at least two years too late for Petitioner to reach back and seek this Court’s review of the state court decision which he actually complains about – the Court of Appeal’s decision in *Pappas II* holding Petitioner liable for the attorney fees incurred by Respondent in defending against his meritless election contest “as a matter of law” under California Code of Civil Procedure § 1021.5.

II. PETITIONER NEVER RAISED HIS PURPORTED FEDERAL CONSTITUTIONAL CLAIMS IN STATE COURT

This Court, with rare exceptions, has insisted that federal questions presented in a petition for a writ of certiorari of a state court judgment be questions that were actually addressed, or at least seriously raised, in the state courts. *MeadWestvaco Corp. v. Illinois Dept. of Revenue*, 553 U.S. 16, 31 (2008); *Adams v. Robertson*, *supra*, 520 U.S. at 86-87; *Yee v. City of Escondido*, *supra*, 503 U.S. at 533; *Board of Directors of Rotary International v. Rotary Club of Duarte*, 481 U.S. 537, 549-550 (1987). Whether or not this limitation is jurisdictional,⁴ the interests of justice are not served by reviewing purported federal issues that were never addressed by the state courts or actually litigated by the parties below, and when there consequently has been no development whatsoever of a record relevant to their resolution. This is precisely such a case.

Even a casual perusal of the record of the state court proceedings below confirms that no federal question of any kind was addressed by the California Supreme Court or the lower state courts in any of the decisions

4. Compare *Webb v. Webb*, 451 U.S. 493, 496-497 (1981) (“It is a long-settled rule that the jurisdiction of the Court to re-examine the final judgment of a state court can arise only if the record as a whole shows either expressly or by clear implication that the federal claim was adequately presented in the state system.”) with *Howell v. Mississippi*, *supra*, 543 U.S. at 445-446 (Court “need not decide today ‘whether our requirement that a federal claim be addressed or properly presented in state court is jurisdictional or prudential’”).

that Petitioner presents for review. *See* Pet. Apps. A-D. Indeed, no federal question was presented or addressed in the earlier Court of Appeal decision that originally awarded attorney fees to Respondent Farr, either. *See Pappas II*, 2010 WL 5158272. The only issues raised and addressed in any of these decisions concerned the proper interpretation and application of Code of Civil Procedure § 1021.5 under California law. No federal question of *any kind* – most certainly not the constitutional claims that Petitioner now asserts in his Petition – was raised at any time in any of the trial or appellate proceedings relating to Respondent’s fee motion. Not in the California Supreme Court, not in the California Court of Appeal, and not in the trial court; not directly and not indirectly; not in the text of any brief, nor even in any footnote. Not in any form whatsoever.

How, in light of the foregoing, the Petition can in good faith assert that “Petitioner raised the constitutional questions he now asks this Court to resolve *at every stage of the proceedings below*,” Pet. at 6 (emphasis added), is utterly baffling. Unlike Petitioner, the record does not lie. The Petition quotes several passages from Petitioner’s briefs below in an effort to establish that he did in fact somehow raise his federal constitutional claims in state court, but even on their face, the quoted passages demonstrate that they were nothing more than policy arguments concerning the alleged *unfairness* of requiring Petitioner to reimburse Respondent for the attorney fees she was forced to incur in defending the voting rights of thousands of Santa Barbara County voters against his baseless challenge. And although Petitioner now suggests that these policy arguments “*implicat[ed]* the significant constitutional issues raised in the instant petition,” Pet.

at 6 (emphasis added), it is undeniable that Petitioner did not actually assert *at any time* in state court that the fee award to Respondent should be barred or reduced *on constitutional grounds*. See *Oxley Stave Co. v. Butler County*, 166 U.S. 648, 655 (1897) (a party's intent to invoke the Federal Constitution must be "unmistakably" declared, and the statutory requirement is not met if "the purpose of the party to assert a Federal right is left to mere inference").

This Court has made clear what a party needs to do in order to properly present a federal claim in state court: "A litigant wishing to raise a federal issue can easily indicate the federal law basis for his claim in a state-court petition or brief . . . by citing in conjunction with the claim the federal source of law on which he relies or a case deciding such a claim on federal grounds, or by simply labeling the claim 'federal.'" *Baldwin v. Reese*, 541 U.S. 27, 32 (2004), *quoted in Howell v. Mississippi, supra*, 543 U.S. at 444. Petitioner did none of the above. At no time did he even *cite* to any provision of the United States Constitution, nor to any case law applying the Due Process Clause or the First Amendment in any context, much less articulate any argument based on these constitutional provisions or case law. Under California law, in order to fairly raise an argument in the appellate courts or the state Supreme Court, a litigant's briefs must clearly articulate the issue under a separate heading and must present argument on the issue supported by appropriate authority. *Opdyk v. California Horse Racing Bd.*, 34 Cal.App.4th 1826, 1830–1831, n. 4, 41 Cal.Rptr.2d 263 (1995); Cal. Rules of Court, rule 8.204(a)(1)(B). Petitioner not only failed to do this with respect to the federal claims that he now seeks to raise in the Petition, but he failed even *to allude* to any

possible constitutional or other federal law issue in so much as a footnote in any papers filed below.

Petitioner's failure to have presented his federal claims in the state court is especially problematic because he now challenges the constitutionality of a state statute, California Code of Civil Procedure § 1021.5, without ever having notified the California Attorney General of this claim or given the state an opportunity to defend the constitutionality of its legislation. As this Court cautioned in *MeadWestvaco Corp. v. Illinois Dept. of Revenue*, *supra*, the case for judicial restraint is "particularly compelling" when resolution of an issue may impact the law of a state, but the state has neither appeared in the case nor been given notice that the constitutionality of its legislation is at issue. 553 U.S. at 31. Under California law, if any appellate brief or petition "[q]uestions the constitutionality of a state statute," a copy must be served on the California Attorney General. California Rules of Court, rule 8.29(c)(1).⁵ Petitioner never served any of his pleadings or briefs below on the California Attorney General, however, further confirming that he never questioned the constitutionality of Code of Civil Procedure § 1021.5 in the state court proceedings.

It should thus come as no surprise that no federal issues were ever addressed in the state Court of Appeal decision that Petitioner complains about, much less in the summary denial of Petitioner's Petition for Review in

5. *Cf.* 28 U.S.C. § 2403(b) (in any proceeding in a federal court in which the constitutionality of a state statute is "drawn in question," the court shall certify such fact to the state Attorney General and shall permit the State to intervene for argument on the question of constitutionality).

the California Supreme Court. In short, there is no state court decision involving federal law issues for this Court to review.

III. THE DECISION BELOW RAISES NO SUBSTANTIAL DUE PROCESS OR FIRST AMENDMENT ISSUE

Even if the Petition did not suffer from such egregious jurisdictional defects, the Petition must be denied for the simple reason that the unpublished decision of the state Court of Appeal presents no legal question that merits review by this Court.

A. There is No Factual or Legal Basis for a Due Process Claim

Petitioner's first constitutional claim is that California Code of Civil Procedure § 1021.5 violates the Due Process Clause of the Fourteenth Amendment because the statute is allegedly unduly vague. The Petition cites *Hoffman Estates, Inc. v. Flipside, Hoffman Estates, supra*, 455 U.S. at 498, for the general proposition that unduly vague laws may "trap the innocent by not providing fair warning," may invite discriminatory enforcement, and may impermissibly delegate "basic policy matters" to individual officials. Pet. at 18. This, however, appears to exhaust Petitioner's familiarity with due process principles. The Petition does not identify what specific language in the statute supposedly invites the foregoing abuse, nor does it cite *a single case* in which a private attorney general statute, or any other fee-shifting statute, has even been challenged on due process grounds, much less successfully so. Moreover, the Petition fails to establish

that there is any substantial current of conflicting judicial authority on the subject that requires resolution by this Court, or that there is any public interest in undertaking review of this issue in the particular context of *this case* – an *unpublished* opinion of an intermediate appellate court that cannot be cited or used as precedent even within California itself, much less in any other jurisdiction.

On the merits, it should be readily apparent that – far from being “vague, unintelligible, and wholly bereft of clear standards for its application,” Pet. at 16 – Code of Civil Procedure § 1021.5 provides far more detailed criteria for its application than most attorney fee statutes, including the federal Civil Rights Attorney’s Fees Awards Act of 1976, 42 U.S.C. § 1988. Code of Civil Procedure § 1021.5 specifies:

“Upon motion, a court may award attorneys’ fees to a successful party against one or more opposing parties in any action which has resulted in the enforcement of an important right affecting the public interest if: (a) a significant benefit, whether pecuniary or nonpecuniary, has been conferred on the general public or a large class of persons, (b) the necessity and financial burden of private enforcement ... are such as to make the award appropriate, and (c) such fees should not in the interest of justice be paid out of the recovery, if any.”

The “important right affecting the public interest,” “significant benefit,” and “necessity and financial burden” criteria that govern fee awards under the statute have been

interpreted and applied in approximately 200 published California appellate opinions over the past 35 years, beginning with the California Supreme Court's explication of the statute in *Woodland Hills Residents Assn. v. City Council of Los Angeles*, 23 Cal.3d 917, 593 P.2d 200 (1979). The fee award criteria specified in Code of Civil Procedure § 1021.5 thus differ markedly from the type of open-ended or completely subjective decisionmaking criteria that have been found unconstitutionally vague in other contexts under the Due Process Clause.

In addition, the Petition does not even attempt to meaningfully discuss several other factors that bear on the viability of his vagueness claim, including (1) that attorney fee awards under Code of Civil Procedure § 1021.5 are made by judicial officers in full adversarial proceedings in which the parties are almost invariably represented by counsel; (2) that there is a vast body of case law that elucidates the proper interpretation and application of the statute in various contexts; (3) that the statute is compensatory in nature, and is not a punitive criminal statute or even one authorizing civil fines; and (4) that in the case of an unsuccessful plaintiff such as Petitioner, liability can arise only “[w]hen a party initiates litigation that is determined to be detrimental to the public interest.” *Adoption of Joshua S.*, 42 Cal.4th 945, 957, 174 P.3d 192, 200 (2008). Code of Civil Procedure § 1021.5 is thus a long, long way from the kind of statute that might expose an innocent citizen to arbitrary punishment without fair warning and without any realistic opportunity to ascertain the meaning of the law.

B. The Decision Below Presents No Legitimate First Amendment Issue

Petitioner's First Amendment arguments fare no better than his due process claim. As with its due process argument, the Petition cites some general constitutional homilies selected from a few classic First Amendment cases, but does not point to a single decision from any jurisdiction in which an attorney fee statute has been found to be invalid under the First Amendment.

The Petition offers little in the way of meaningful analysis beyond the regurgitation of various catchphrases and buzzwords, none of which have any actual application to the circumstances of this case. For example, Code of Civil Procedure § 1021.5 plainly is not a content-based statute subject to strict scrutiny. The statute does not, as Petitioner erroneously suggests, single out cases involving election controversies or political petitioning or speech for special treatment. By its terms, the statute applies equally to *all* types of litigation involving important rights affecting the public interest, whether the rights at issue concern politics, economics, protection of the environment, employment or job status, government accountability, or social equality. *See, e.g., Graham v. DaimlerChrysler Corp.*, 34 Cal.4th 553, 101 P.3d 140 (2005) [fees awarded for vindication of consumer rights]; *Center for Biological Diversity v. County of San Bernardino*, 188 Cal.App.4th 603, 611-612, 115 Cal.Rptr.3d 762 (2010) [fees awarded in environmental litigation]; *Otto v. Los Angeles Unified School Dist.*, 106 Cal.App.4th 328, 130 Cal.Rptr.2d 512 (2003) [fees awarded in suit regarding police employees' rights].

Nothing in the language of the statute or in its application renders it suspect under the First Amendment. Indeed, far from chilling or burdening the right of petition, the very purpose of the statute is to *promote*, not to discourage, *legitimate* public interest litigation – whether the litigation is initiated by the fee claimant in order to secure or vindicate important rights on behalf of the public, or whether the burden of defending important public rights against a baseless challenge was forced upon the fee claimant by the plaintiff, as occurred in this case. See generally *Conservatorship of Whitley*, *supra*, 50 Cal.4th at 1217-1220. Code of Civil Procedure § 1021.5 is also narrowly tailored to achieve this objective: First, a plaintiff who in good faith merely asserts personal rights and does nothing to challenge the general public interest or the legitimate rights of large numbers of other citizens cannot be held liable for an award of attorney fees under the statute. *Adoption of Joshua S.*, *supra*, 42 Cal.4th at 954-957; *Wilson v. San Luis Obispo County Democratic Central Committee*, 192 Cal.App.4th 918, 924-925, 121 Cal.Rptr.3d 731 (2011). Likewise, the statute by its terms requires the fee claimant to establish that the litigation “transcend[ed] his personal interest” by safeguarding or advancing important rights *of the general public or of a large class of persons*, *Woodland Hills Residents Assn.*, *supra*, 23 Cal.3d at 935-941, and that enforcement of the public interest was not merely “coincidental to the attainment of . . . personal goals,” *Olney v. Municipal Court*, 133 Cal.App.3d 455, 464, 184 Cal.Rptr. 78 (1982). Finally, the statute does not permit a governmental agency to recover fees from a private individual. *City of Carmel-By-the-Sea v. Board of Supervisors*, 183 Cal. App.3d 229, 254-256, 227 Cal.Rptr. 899 (1986). Litigation commenced directly against a public agency – in other

words, most public interest litigation – cannot possibly be deterred by the statute.

In sum, a private litigant faces potential liability for attorney fees under Code of Civil Procedure § 1021.5 only when he or she unsuccessfully challenges important rights of *fellow citizens*. In these circumstances – where a litigant forces the burden of defending important public rights directly onto other members of the public – it is more than fair, and certainly no affront to the First Amendment, that the party who voluntarily chooses to initiate and pursue the litigation accept the responsibility for the costs incurred by other parties if the claims prove to be unfounded.

The Petitioner's First Amendment argument also ignores the special nature of the judicial forum, and the potentially drastic consequences that unfounded litigation can have on innocent private defendants. Although the right to petition includes access to the courts, the courtroom is not equivalent to a public park or a city council chambers for purposes of free speech or petitioning activity. States, just like the federal government, may impose reasonable rules and conditions upon access to this forum in order to ensure fairness to all parties, as well as to preserve order. Litigation – unlike most other forms of petitioning activity – frequently imposes direct and potentially drastic financial burdens on opposing parties, who also have a First Amendment right to appear and defend themselves with representation by legal counsel. In focusing solely on his own self-created plight, Petitioner seems to forget that his ill-advised attempt to nullify the democratic election results and have the court declare him County Supervisor in place of Respondent Farr imposed tremendous costs and

burdens on her. Granting carte-blanche to well-financed losing candidates to overturn elections by dragging their opponents into court to defend against baseless election contests at great personal expense can have precisely the “chilling effect” that Petitioner complains of, deterring candidates from running altogether for fear of being subjected to a ruinously expensive election contest if the better-financed candidate loses. As this Court has observed, “First Amendment rights may not be used as the means or pretext for achieving ‘substantive evils’ which the Legislature has the power to control.” *California Motor Transport Co. v. Trucking Unlimited*, 404 U.S. 508, 515 (1972) (citation omitted).

As a final matter, contrary to the assertions in the Petition, *see, e.g.*, Pet. at 13, 19, an election contest is *not* the only means by which an unsuccessful candidate or other member of the public may discover and correct electoral misconduct or election errors under California law, or in most jurisdictions. Indeed, Petitioner admits that in this very case, he requested and obtained a recount by the County election officials, during the course of which he was entitled under California law to examine “[a]ll ballots, whether voted or not, and *any other relevant material*.” California Elections Code § 15630 (emphasis added). Even without a recount, any citizen may report and provide evidence of election fraud to the responsible elections officials for appropriate action.⁶ Furthermore,

6. In the present case, Petitioner actually *withheld* his purported evidence of election fraud from the County election officials when they asked to see it, apparently because he thought he would gain the tactical advantage of surprise in the election contest if the information was first presented at that time. Clerk’s Transcript, Vol. 4, pp. 1190:1-21, 1191:11-28. It turned out, of

Petitioner had resort to local and state law enforcement officers charged with investigating election fraud. Rather than pursue any of these avenues for ferreting out the alleged election misconduct, Pappas instead chose to go the route that would provide the greatest benefit *to him personally* – a full adversarial courtroom election contest – a route that, not so coincidentally, would also necessarily impose tremendous costs on Respondent Farr, who was not herself accused of any wrongdoing. The First Amendment simply does not guarantee that available avenues of redress will always be the cheapest ones possible, nor that would-be litigants will always be able to initiate lawsuits free of consideration of the potential costs that their lawsuits impose on others. Having freely and voluntarily chosen the judicial process in addition to his other available remedies, Petitioner cannot now complain that the statutory rules intended to level the playing field for litigants in that forum are somehow unduly chilling of his First Amendment rights.

course, that Petitioner's claims of election fraud were entirely bogus, and the County elections officials could have easily pointed this out to him if he had only let them know what those claims were, obviating the need for the election contest.

CONCLUSION

For the foregoing reasons, the petition for a writ of certiorari should be denied.

Date: May 3, 2013

Respectfully submitted,

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Counsel for Respondent

EXHIBIT 5



BOARD OF SUPERVISORS AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: County Counsel
Department No.: 013
For Agenda Of: March 9, 2021
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: County Counsel Michael C. Ghizzoni 568-2950
Contact Info: Anne Rierson 568-2950
SUBJECT: **Outside Counsel Contract - Strumwasser & Woocher LLP**

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence:

Risk Management

Recommended Actions:

- a) Approve and authorize the Chair to execute an Agreement for Professional Legal Services with Strumwasser & Woocher LLP, with a not-to-exceed amount of \$200,000 and a term ending April 30, 2022, for independent legal counsel to the County of Santa Barbara Citizens' Independent Redistricting Commission; and
- b) Determine that the above actions are not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(5) of the CEQA Guidelines, because they consist of administrative activities of government that will not result in direct or indirect physical changes in the environment.

Background:

The County has a need to engage independent outside legal counsel for the County of Santa Barbara Citizens' Independent Redistricting Commission (Commission). On behalf of the Commission, County Counsel issued a Request for Proposals for such counsel and received four proposals. The Commission unanimously selected Strumwasser & Woocher LLP as their legal counsel to recommend to the Board for approval of a contract. The Agreement is for a not-to-exceed amount of \$200,000 with a term ending April 30, 2022. The attorneys primarily responsible for performing the legal services are Fredric Woocher and Andrea Sheridan Ordin. Among other experience, Mr. Woocher served as the lead attorney representing the County of Santa Barbara in the challenges to its 2001 redistricting plan, and Ms. Ordin was formerly the County Counsel for the County of Los Angeles. In addition, the firm has arranged for Professor Justin Levitt of Loyola Law School, who has expertise in redistricting law, to serve as an advisor for this engagement.

Key Contract Risks:

County Counsel was asked whether the Strumwasser & Woocher law firm has any disqualifying conflict from serving as Independent Legal Counsel for the Commission. The Commission itself also considered that question, concerning the Strumwasser & Woocher law firm's representation of former County Supervisor Doreen Farr in the litigation defense of an "election contest" during 2008 through 2013. The County Counsel Office:

- Reviewed the facts of the Strumwasser & Woocher law firm's prior representation of former County Supervisor Doreen Farr. We reviewed the relevant Superior Court orders and appellate actions, and concluded that:
 - On October 14, 2010, the Court of Appeal affirmed the Superior Court's denial of the election contest petition by Contestant Steven Pappas, and that ended further review of the merits of the election contest; and
 - Between then and the end of that litigation on June 10, 2013 (when the United States Supreme Court denied further review), that litigation representation by the Strumwasser & Woocher law firm only involved the collection of attorneys' fees from Contestant Steven Pappas;
- Considered the interaction of the relevant provisions within County Code § 2-10.9A (Citizens' independent redistricting commission), and California Elections Code § 23003;
- Considered Elections Code § 23003(d)(1)(A), which provides that a person shall not be appointed to serve on an Independent Redistricting Commission if, within eight years preceding their application, they served as an officer, employee of, or paid consultant to a campaign committee or a candidate for elective office of the local jurisdiction;
- Since Elections Code § 23003 does not define "paid consultant," considered the definitions of that term within the Government Code provisions and California Code of Regulations provisions that implement the related area of California Constitution Article XXI's "Citizens Redistricting Commission" for the redistricting of Senate, Assembly, Congressional, and Board of Equalization Districts;
- Concluded that the Strumwasser & Woocher law firm does not have a disqualifying conflict from serving as Independent Legal Counsel, largely because providing litigation defense in election contest litigation is "non-political in nature," as opposed to paid consulting services "related to conducting campaign activities or holding office." (2 Cal. Code. Regs., § 60821; California Bureau of State Audits "Memorandum Number 2," dated July 31, 2009, p. 10.); and
- Concluded that the Board of Supervisors therefore may exercise its discretion to approve or not approve this contract for Independent Legal Counsel.

Fiscal and Facilities Impacts:

The Agreement is not-to-exceed \$200,000 which is intended to cover the engagement through next fiscal year. On November 10, 2020, the Board of Supervisors through a 4/5-vote approved Budget Revision #BJE-000752. That Budget Revision increased appropriations in the amount of \$200,000 for redistricting implementation, including: 1) a Services Contract with National Demographics Corporation, with a not-to-exceed amount of \$100,000; and 2) other implementation costs, including the recommended Legal Services Contract. That increased appropriation posted on November 17, 2020 and is anticipated to provide sufficient funding for the recommended Legal Services Contract through the end of the present fiscal year. As part of the budget adoption for FY 2020-21, approximately \$500,000 was set aside for the redistricting process and available for appropriation if needed. Additionally, the recommended FY 2021-22 budget will include appropriations to continue the process. The appropriation status is continually monitored as actual costs to be incurred this fiscal year for services to the CIRC will be directly impacted by the number of meetings and outreach efforts the CIRC schedules and is not yet known.

Special Instructions: Please forward a signed original to County Counsel and a signed copy to Assistant County Executive Officer Nancy Anderson.

Attachments:

A) Agreement for Professional Legal Services

Authored by:

Michael C. Ghizzoni, County Counsel



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

March 9, 2021

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

COUNTY COUNSEL

File Reference No. 21-00201

RE: Consider recommendations regarding a Contract for Outside Counsel with Strumwasser and Woocher LLP, as follows:

a) Approve and authorize the Chair to execute an Agreement for Professional Legal Services with Strumwasser and Woocher LLP, with a not-to-exceed amount of \$200,000.00 and a term ending April 30, 2022, for independent legal counsel to the County of Santa Barbara Citizens' Independent Redistricting Commission; and

b) Determine that the above actions are not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(5) of the CEQA Guidelines, because they consist of administrative activities of government that will not result in direct or indirect physical changes in the environment.

A motion was made by Supervisor Hart, seconded by Supervisor Williams, that this matter be acted on as follows:

a) Approved and authorized; Chair to execute; and

b) Approved.

The motion carried by the following vote:

Ayes: 3 - Supervisor Williams, Supervisor Hart, and Supervisor Hartmann

Noes: 2 - Supervisor Nelson, and Supervisor Lavagnino

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Strumwasser & Woocher LLP, with an address at 10940 Wilshire Boulevard, Suite 2000, Los Angeles, California 90024 (hereafter ATTORNEY) wherein ATTORNEY agrees to provide the services specified herein.

WHEREAS, from time to time COUNTY requires the services of independent legal counsel for the County of Santa Barbara Citizens' Independent Redistricting Commission (Commission); and

WHEREAS, COUNTY's Board of Supervisors, under the provisions of Section 31000 of the California Government Code, is empowered to contract for special legal services; and

WHEREAS, ATTORNEY represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of ATTORNEY pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Nancy Anderson at phone number 805-568-3400 is the designated representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Fredric Woocher at phone number 310-576-1233 is the designated representative for ATTORNEY. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Nancy Anderson
Assistant County Executive Office
County of Santa Barbara
105 E. Anapamu St., Room 406
Santa Barbara, CA 93101
Fax. No. 805-568-3414

To ATTORNEY: Fredric Woocher
Strumwasser & Woocher LLP
10940 Wilshire Boulevard, Suite 2000
Los Angeles, California 90024
Fax. No. 310-319-0156

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES.** ATTORNEY agrees to provide independent legal counsel to the Commission at arm's-length from County Counsel as described in EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** ATTORNEY shall commence performance on March 9, 2021, and end performance upon completion, but no later than April 30, 2022, unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF ATTORNEY.** In full consideration for ATTORNEY's services, ATTORNEY shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** It is mutually understood and agreed that ATTORNEY, (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which ATTORNEY shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that ATTORNEY is performing its obligations in accordance with the terms and conditions hereof. ATTORNEY understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. ATTORNEY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, ATTORNEY shall be solely responsible and save COUNTY harmless from all matters relating to payment of ATTORNEY's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, ATTORNEY may be providing services to others unrelated to the COUNTY or to this Agreement.

7. **STANDARD OF PERFORMANCE.** ATTORNEY represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, ATTORNEY shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which ATTORNEY is engaged. All products of whatsoever nature, which ATTORNEY delivers to the Commission pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in ATTORNEY's profession. ATTORNEY shall correct or revise any errors or omissions, at the Commission's request without additional compensation. All required permits and/or licenses shall be obtained and maintained by ATTORNEY without additional compensation.

8. **DEBARMENT AND SUSPENSION.** ATTORNEY certifies to COUNTY and Commission that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or county government contracts. ATTORNEY certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. **TAXES.** ATTORNEY shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on ATTORNEY's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, ATTORNEY agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. **CONFLICT OF INTEREST.** ATTORNEY covenants that ATTORNEY presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with

the performance of services required to be performed under this Agreement. ATTORNEY further covenants that in the performance of this Agreement, no person having any such interest shall be employed by ATTORNEY. ATTORNEY has conducted a conflicts evaluation and has discovered no potential conflicts, other than those disclosed to COUNTY and Commission prior to this Agreement. ATTORNEY shall inform COUNTY and Commission immediately of any potential ethical issues or conflicts that may arise in the course of ATTORNEY's representation of the Commission in this matter or at any time in the future, as soon as such an issue or conflict becomes known. COUNTY and Commission retain the right to waive a conflict of interest disclosed by ATTORNEY if COUNTY and Commission determine it to be immaterial, and such waiver is only effective if provided by COUNTY and Commission to ATTORNEY in writing.

11. **EXPERTS/CONSULTANTS/OTHER LAW FIRMS.** ATTORNEY shall get COUNTY's and Commission's written approval prior to retaining any expert/consultant, or other outside attorney to assist with any matter covered by this Agreement.

12. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.** Commission shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. ATTORNEY shall not release any of such items to other parties except after prior written approval of Commission. Unless otherwise specified in Exhibit A, ATTORNEY hereby assigns to Commission all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by ATTORNEY pursuant to this Agreement (collectively referred to herein as "Copyrightable Works and Inventions"). Commission shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. ATTORNEY agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. ATTORNEY warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. ATTORNEY at its own expense shall defend, indemnify, and hold harmless COUNTY and Commission against any claim that any Copyrightable Works or Inventions or other items provided by ATTORNEY hereunder infringe upon any intellectual property or other proprietary rights of a third party, and ATTORNEY shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY and Commission in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of the Agreement.

13. **NO PUBLICITY OR ENDORSEMENT.** ATTORNEY shall not use COUNTY or Commission's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. ATTORNEY shall not use COUNTY or Commission's name or logo in any manner that would give the appearance that the COUNTY or Commission is endorsing ATTORNEY. ATTORNEY shall not in any way contract on behalf of or in the name of COUNTY or Commission. ATTORNEY shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or Commission or its projects without obtaining the prior written approval of COUNTY or Commission, as applicable.

14. **COUNTY PROPERTY AND INFORMATION.** All of Commission's property, documents, and information provided for ATTORNEY's use in connection with the services shall remain Commission's property, and ATTORNEY shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. ATTORNEY may use such items only in connection with providing the services. ATTORNEY shall not disseminate any Commission property, documents, or information without Commission's prior written consent.

15. **RECORDS, AUDIT, AND REVIEW.** ATTORNEY shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of ATTORNEY's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during ATTORNEY's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00) ATTORNEY shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). ATTORNEY shall participate in any audits and review, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, ATTORNEY shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, ATTORNEY shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

16. **INDEMNIFICATION AND INSURANCE.** ATTORNEY agrees to defend, indemnify and save harmless the COUNTY and the Commission and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

17. **NONDISCRIMINATION.** COUNTY hereby notifies ATTORNEY that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and ATTORNEY agrees to comply with said ordinance.

18. **NONEXCLUSIVE AGREEMENT.** ATTORNEY understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by ATTORNEY as the COUNTY desires.

19. **NON-ASSIGNMENT.** ATTORNEY shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

20. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to ATTORNEY, terminate this Agreement in whole or in part, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of ATTORNEY to fulfill the obligations herein.

1. For Convenience. COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, ATTORNEY shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. For Nonappropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify ATTORNEY of such occurrence and COUNTY may

terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should ATTORNEY default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, ATTORNEY shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by ATTORNEY, unless the notice directs otherwise.

4. **Payment.** Should COUNTY terminate ATTORNEY pursuant to this paragraph 20, ATTORNEY shall promptly provide a prompt final invoice regarding any outstanding funds owed, and COUNTY shall promptly pay that invoice (unless there is a dispute about amounts owed, in which case the matter may be resolved by any mutually agreeable method).

B. **By ATTORNEY.** Should COUNTY fail to pay ATTORNEY all or any part of the payment set forth in EXHIBIT B, ATTORNEY may, at ATTORNEY's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

C. Upon termination, ATTORNEY shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by ATTORNEY in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit ATTORNEY to retain.

21. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

25. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

26. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this

Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

27. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

28. **COMPLIANCE WITH LAW.** ATTORNEY shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The final judgment of any court of competent jurisdiction, or the admission of ATTORNEY in any action or proceeding against ATTORNEY, whether COUNTY or Commission is a party thereto or not, that ATTORNEY has violated any such ordinance or statute, shall be conclusive of that fact as between ATTORNEY and COUNTY or Commission.

29. **CALIFORNIA LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. **AUTHORITY.** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, ATTORNEY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which ATTORNEY is obligated, which breach would have a material effect hereon.

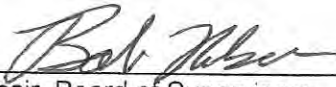
32. **SURVIVAL.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

33. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Professional Legal Services between the County of Santa Barbara and Strumwasser & Woocher LLP.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date signed by COUNTY.


COUNTY OF SANTA BARBARA


By: 
Chair, Board of Supervisors

Date: 3/4/2021

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

ATTORNEY

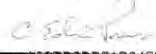
By: 
Deputy

By: 
(Authorized Signature)

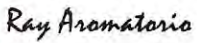
RECOMMENDED FOR APPROVAL
AND APPROVED AS TO FORM:
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
BETSY A. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: 

DocuSigned by:
By: 
A99ED38D71D04F8
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

DocuSigned by:
By: 
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Risk Manager

Agreement for Professional Legal Services between the County of Santa Barbara and Strumwasser & Woocher LLP.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date signed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

ATTORNEY

By: _____
Deputy

By: Freddie Woocher
(Authorized Signature)

RECOMMENDED FOR APPROVAL
AND APPROVED AS TO FORM:
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
BETSY A. SCHAFER, CPA, CPFO
AUDITOR-CONTROLLER

By: Will C. Ghy

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: _____
Risk Manager

EXHIBIT A

STATEMENT OF WORK

ATTORNEY shall provide independent legal counsel to the County of Santa Barbara Citizens' Independent Redistricting Commission (Commission), including providing independent legal advice and handling litigation, when requested from time to time.

Fredric Woocher and Andrea Sheridan Ordin shall be the primary attorneys to provide services under this Agreement.

The passage of County of Santa Barbara Measure G in 2018 provided for the formation of the Commission and established procedures for determination of electoral district boundaries within the County.

Under the general direction of the Commission, ATTORNEY shall:

- Serve as the legal advisor for the Commission and consultants and staff assigned to the Commission.
- Advise the Commission at meetings, public hearings, and other legal proceedings.
- Ensure that all constitutional, statutory, and regulatory requirements and court decisions governing the Commission's activities are properly interpreted, including but not limited to Santa Barbara County Code Section 2-10.9A, the Ralph. M. Brown Act, the Public Records Act, the California Elections Code, and the federal Voting Rights Act of 1965.
- Provide legal representation administratively and, if applicable, in court.
- Render written and verbal legal advice.
- Render legal advice regarding policies within the Commission's legal areas of responsibility, if any.
- Ensure that any administrative policies adopted by the Commission are consistent with law and are implemented fair and impartially.

ATTORNEY shall ensure that information relating to ATTORNEY's legal support of the Commission is protected as required by Business and Professions Code Section 6068(e); this includes ATTORNEY preserving the confidentiality of that information from the County of Santa Barbara's Office of County Counsel, except that ATTORNEY may communicate with the Office of County Counsel as would be appropriate between attorneys who represent opposing parties at "arm's-length."

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For ATTORNEY services to be rendered under this Agreement, ATTORNEY shall be paid a total contract amount, including cost reimbursements, not to exceed \$200,000. If litigation is initiated against the Commission, ATTORNEY and the COUNTY shall meet and negotiate in good faith as to whether ATTORNEY's services in representing the Commission in such litigation should reasonably be subsumed within the not-to-exceed amount, or whether an amendment to this Agreement is necessary and appropriate to authorize additional funds to pay for such litigation services. Any such litigation would be paid at the same rates stated within this Agreement.
- B. Payment for services and/or reimbursement of costs shall be made upon ATTORNEY's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B-1 (Schedule of Fees)**. Invoices submitted for payment must contain sufficient detail to enable an audit of the charges and ATTORNEY must provide supporting documentation if requested.
- C. Monthly, ATTORNEY shall submit to the COUNTY's designated representative an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. The COUNTY's designated representative shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory and within the cost basis of **Attachment B-1**, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from ATTORNEY.
- D. COUNTY's or Commission's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's or Commission's right to require ATTORNEY to correct such work or billings or seek any other legal remedy.

**ATTACHMENT B-1
(Schedule of Fees)**

HOURLY RATES

ATTORNEY's hourly rates are as follows:

Senior Partners	\$525.00 (reduced from \$575.00)
Senior Counsel/Professor Levitt	\$525.00 (reduced from \$575.00)
Junior Partners	\$475.00 (reduced from \$525.00)
Associates	\$375.00
Analysts	\$210.00
Paralegals	\$175.00
Law Clerks	\$125.00

COSTS AND EXPENSES

COUNTY shall reimburse ATTORNEY for certain costs and expenses actually incurred and reasonably necessary for completing the matter for which COUNTY has engaged ATTORNEY, as long as COUNTY's charges for costs and expenses are competitive with other sources of the same products or services. COUNTY shall reimburse ATTORNEY in accordance with the following guidelines:

Billable costs and expenses: COUNTY shall reimburse ATTORNEY at the COUNTY's reimbursement rates for reasonable costs and expenses incurred by it in performing services for the COUNTY, such as photocopying, messenger and delivery service, computerized research, travel (including mileage, parking, airfare, lodging, meals, and transportation), long-distance telephone, and filing fees.

Nonbillable overhead and administration: COUNTY does not expect to be charged for and will not pay for any of the following: attorney time spent preparing time sheets or bills, conflicts checks, local phone service, local travel costs, secretarial services, word processing services, librarian services, other clerical activities such as creating, organizing and maintaining files, distributing documents, overtime, or any other services traditionally considered overhead or administrative.

Photocopying/Facsimile Transmissions: COUNTY will reimburse ATTORNEY at a maximum of \$.20 per page for normal photocopying and will not be responsible for time spent by photocopying personnel. ATTORNEY shall give COUNTY an opportunity to use its own internal staff to duplicate documents or an outside photocopying vendor if certain jobs can be less expensively performed by the COUNTY or by the vendor. COUNTY will reimburse ATTORNEY for facsimile transmissions at a maximum of \$.25 per page.

Computerized research: ATTORNEY shall perform any computerized research in a low-cost manner. Computerized research charges such as Lexis/Nexis or Westlaw that are billed to COUNTY shall be billed at ATTORNEY's cost and shall be accompanied by a copy of the invoice received by ATTORNEY.

Document delivery: For document delivery costs that are billed to COUNTY, ATTORNEY shall use the most economical delivery method or service available. To help minimize such costs, ATTORNEY shall use messengers and overnight delivery only where necessary in the interests of urgency and reliability.

Multiple billing: If an attorney works simultaneously on the COUNTY's matter and a matter for another client of ATTORNEY's firm, COUNTY shall be billed only for the proportionate amount of time spent on the COUNTY's matter.

Travel: COUNTY will reimburse ATTORNEY at the COUNTY's reimbursement rates for reasonable travel expenses directly related to ATTORNEY's work for COUNTY when ATTORNEY has obtained COUNTY's prior approval. First class airfare, luxury accommodations and lavish meals are considered unreasonable expenses and will not be paid. ATTORNEY shall not bill for travel time.

BILLING PROCEDURE

All invoices must include the following information, in addition to the information specified in Exhibit B:

- Matter description and number;
- A chronological listing and informative description of all legal activity performed (whether or not billed) broken down by date, identity of timekeeper, time spent in increments of one-tenth of an hour, and amounts billed;
- A summary of the names and corresponding billing rates of each attorney or other personnel working on the matter with the total number of hours billed by each during the time period covered by the invoice;
- The total number of hours billed for the matter during the time period covered by the invoice;
- The total charges for the matter for the time period covered by the invoice, for the year to date, and for the matter to date; and
- The last payment, the total payments made by the COUNTY and any outstanding balances for the matter.

Reimbursable expenses must be included on each bill and should be broken down by category.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

ATTORNEY agrees to defend, indemnify and hold harmless COUNTY, Commission, and their officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities (including but not limited to attorneys' fees) arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of ATTORNEY or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

ATTORNEY shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

ATTORNEY shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by ATTORNEY, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if ATTORNEY has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to ATTORNEY's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If ATTORNEY maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by ATTORNEY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY and Commission.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, Commission, and their officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of ATTORNEY including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to ATTORNEY's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, ATTORNEY's insurance coverage shall be primary insurance as respects the COUNTY, Commission and their officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, Commission, or their officers, officials, employees, agents or volunteers shall be excess of ATTORNEY's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – ATTORNEY hereby grants to COUNTY and Commission a waiver of any right to subrogation which any insurer of said ATTORNEY may acquire against the COUNTY or Commission by virtue of the payment of any loss under such insurance. ATTORNEY agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY or Commission has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require ATTORNEY to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – ATTORNEY shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive ATTORNEY's obligation to provide them. ATTORNEY shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – ATTORNEY shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and ATTORNEY shall ensure that COUNTY and Commission are additional insureds on insurance required from subcontractors.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, ATTORNEY must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. ATTORNEY agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY or Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY or Commission.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Harmeet K. Dhillon (SBN: 207873)/Mark P. Meuser (SBN: 231335)

Dhillon Law Group Inc.

177 Post Street, Suite 700, San Francisco, CA 94108

TELEPHONE NO.: 415-433-1700

FAX NO. (Optional): 415-520-6593

ATTORNEY FOR (Name): Plaintiffs/Petitioners

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA

STREET ADDRESS: 1100 Anacapa Street

MAILING ADDRESS: 1100 Anacapa Street

CITY AND ZIP CODE: Santa Barbara 93121

BRANCH NAME: South County

CASE NAME:

Coalition of Labor, Agriculture, & Business et al. v. Santa Barbara County Board of Supervisors et al.

CIVIL CASE COVER SHEET

☒ **Unlimited**
(Amount
demanded
exceeds \$25,000)

☐ **Limited**
(Amount
demanded is
\$25,000)

Complex Case Designation

☐ Counter ☐ Joinder

Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

21CV01642

JUDGE:

DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)

☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)

☐ Product liability (24)

☐ Medical malpractice (45)

☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)

☐ Civil rights (08)

☐ Defamation (13)

☐ Fraud (16)

☐ Intellectual property (19)

☐ Professional negligence (25)

☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)

☐ Other employment (15)

Contract

☐ Breach of contract/warranty (06)

☐ Rule 3.740 collections (09)

☐ Other collections (09)

☐ Insurance coverage (18)

☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)

☐ Wrongful eviction (33)

☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)

☐ Residential (32)

☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)

☐ Petition re: arbitration award (11)

☒ Writ of mandate (02)

☐ Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)

☐ Construction defect (10)

☐ Mass tort (40)

☐ Securities litigation (28)

☐ Environmental/Toxic tort (30)

☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)

☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)

☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties
- b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. ☐ Substantial amount of documentary evidence
- d. ☐ Large number of witnesses
- e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☐ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify):

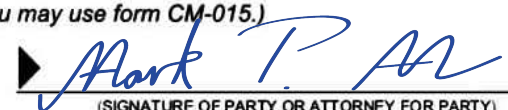
5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 23, 2021

Mark P. Meuser

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint RICO (27)

Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

Print Form

Clear Form

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS): Harmeet K. Dhillon (SBN: 207873)/Mark P. Meuser (SBN: 231335) Dhillon Law Group Inc. 177 Post Street, Suite 700, San Francisco, CA 94108		TELEPHONE NO.: 	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California County of Santa Barbara Darrel E. Parker, Executive Officer 4/23/2021 12:13 PM By: Elizabeth Spann, Deputy
ATTORNEY FOR (NAME): Plaintiff The Coalition of Labor, Agriculture & Business			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA <input checked="" type="checkbox"/> Santa Barbara-Anacapa <input type="checkbox"/> Santa Maria-Cook <input type="checkbox"/> Lompoc Division 1100 Anacapa Street 312-C East Cook Street 115 Civic Center Plaza Santa Barbara, CA 93101 Santa Maria, CA 93454 Lompoc, CA 93436			
PLAINTIFF: The Coalition of Labor, Agriculture, & Business, et al. DEFENDANT: Santa Barbara County Board of Supervisors, et al.			
CIVIL CASE COVER SHEET ADDENDUM			CASE NUMBER: 21CV01642

Santa Barbara County Superior Court Local Rule, rule 201 divides Santa Barbara County geographically into two separate regions referred to as "South County" and "North County," the boundaries of which are more particularly defined in rule 201. "South County" includes the cities of Carpinteria, Santa Barbara, and Goleta; "North County" includes the cities of Santa Maria, Lompoc, Buellton and Solvang. A map depicting this geographical division is contained in Appendix 1 to the local rules.

Local Rule 203 provides: "When, under California law, 'North County' would be a 'proper county' for venue purposes, all filings for such matters shall be in the appropriate division of the Clerk's office in North County. All other filings shall be made in the Clerk's office in the appropriate division of the Court in South County. The title of the Court required to be placed on the first page of documents pursuant to CRC 2.111 includes the name of the appropriate Court division."

A plaintiff filing a new complaint or petition is required by Local Rule 1310 to complete and file this Civil Case Cover Sheet Addendum to state the basis for filing in North County or South County.

The undersigned represents to the Court:

This action is filed in ☐ North County ☒ South County because venue is proper in this region for the following reason(s):

☒ A defendant resides or has its principal place of business in this region at: 105 East Anapamu Street, Santa Barbara, CA 93101

☐ The personal injury, damage to property, or breach of contract that is claimed in the complaint occurred in this region at: _____

☐ There is a related case filed with the court in this region (e.g., the related personal injury action to a petition to transfer structured settlement payments) [identify case, including case number]: _____

☐ Venue is otherwise proper in this region because [explain]: _____

Dated: 4/23/2021


 Signature of Plaintiff or Plaintiff's Counsel

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California
County of Santa Barbara

Darrel E. Parker, Executive Officer

4/23/2021 2:10 PM

By: Elizabeth Spann, Deputy

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

SANTA BARBARA COUNTY BOARD OF SUPERVISORS et al.
(SEE ATTACHMENT ONE FOR ADDITIONAL PARTIES)

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

THE COALITION OF LABOR, AGRICULTURE, & BUSINESS OF SANTA BARBARA COUNTY, a California non-profit organization et al. (SEE ATTACHMENT TWO FOR ADDITIONAL PARTIES)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of Santa Barbara (South County)
1100 Anacapa Street
Santa Barbara, CA 93121-1107

CASE NUMBER: (Número del Caso):

21CV01642

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Mark P. Meuser; Dhillon Law Group Inc., 177 Post Street, Suite 700, San Francisco, CA 94108; 415-433-1700

DATE:

(Fecha)

4/23/2021

Clerk, by

(Secretario)

/s/ Elizabeth Spann

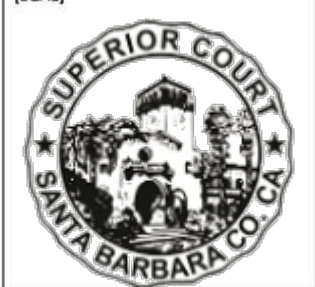
, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

SHORT TITLE:

Coalition of Labor, Business, & Agriculture et al. v. Santa Barbara County Board et al.

CASE NUMBER:

21CV01642

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

ADDITIONAL RESPONDENTS/DEFENDANTS:

COUNTY OF SANTA BARBARA CITIZENS' INDEPENDENT REDISTRICTING COMMISSION, FREDERIC D. WOOCHEER, an individual; STUMWASSER & WOOCHEER, LLP, a California Business Organization

Page 1 of 2

Page 1 of 1

Form Adopted for Mandatory Use
Judicial Council of California
SUM-200(A) [Rev. January 1, 2007]

ADDITIONAL PARTIES ATTACHMENT
Attachment to Summons

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form

Save this form

Clear this form

SHORT TITLE:

Coalition of Labor, Business, & Agriculture et al. v. Santa Barbara County Board et al.

CASE NUMBER:

21CV01642

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List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff ☐ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

ADDITIONAL PLAINTIFFS/PETITIONERS:

ROY REED, an individual; MIKE BROWN, an individual; and ALICE PATINO, an individual

ADDITIONAL PARTIES ATTACHMENT
Attachment to Summons

**For your protection and privacy, please press the Clear
This Form button after you have printed the form.**

Print this form

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