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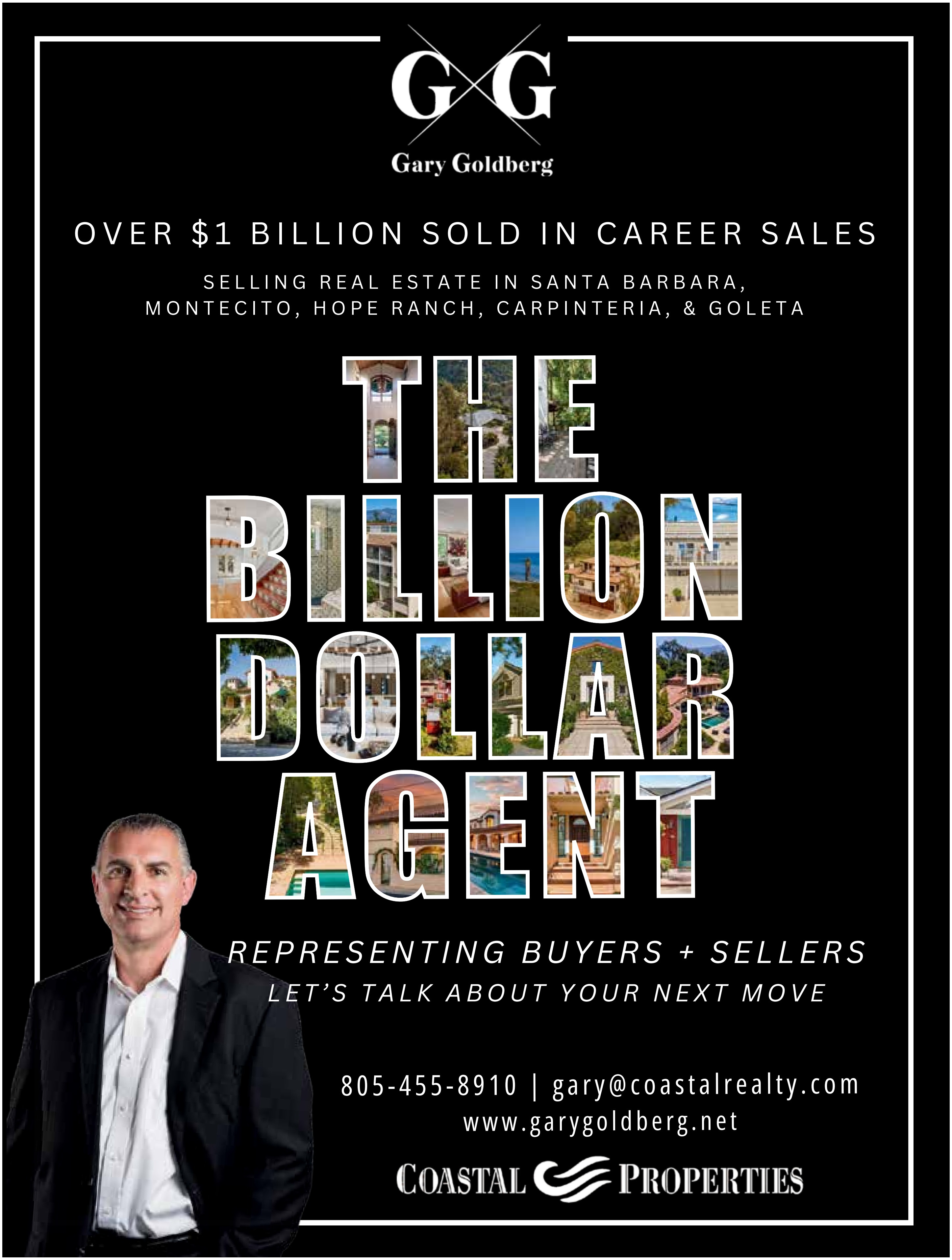
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Santa Barbara County Bar Association
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Articles

Sections

On the Cover

Jillian Title, Mia Gutierrez, Judge Von Deroian, Austin Champion

Do You Really Need That Recital?

By David B. Shea, Esq.

By the time many lawyers finish drafting the recitals to a settlement agreement, the case appears ready for trial again. Pages of “whereas” clauses lay out allegations, defenses, and procedural history as though the matter were still being litigated.

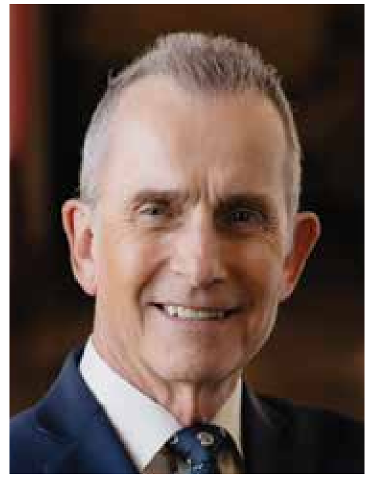
Once the agreement is signed, those recitals may take on a life of their own. They can shape interpretation disputes, supply unintended admissions, and complicate enforcement proceedings. In some cases, they outlast the very dispute the settlement was intended to resolve.

Every settlement agreement includes a recital section, and nearly all of them contain language in the operative terms providing that those recitals are incorporated by reference. That clause appears so routinely that many lawyers include it without much thought. Once incorporated, recitals are no longer background narrative. They become part of the operative contract, subject to the same rules of interpretation as any other provision.

When Recitals Earn Their Length

Some settlement agreements genuinely require detailed recitals. Tax allocation is the clearest example. When a settlement payment includes wages, emotional distress damages, property equalization, and trust distributions, each component may be taxed differently. A recital that establishes the intended characterization creates the record each party will rely on with taxing authorities. In structured payment arrangements, installment sales, and agreements that allocate future tax liability, that foundation is not incidental to the deal. It is the deal.

Probate and trust disputes present some of the most complex recital needs. These cases frequently involve multiple pending petitions, disputed trust amendments, questions of capacity, trustee succession, and agreements that will affect future administration. A recital may need to identify who currently serves as trustee, which petitions are being resolved and which remain open, which trust instruments control, and why certain distributions are structured the way they are. Without that context, the operative terms may be difficult to interpret or enforce years later, particularly by fiduciaries and beneficiaries who were not present during the negotiations.



David B. Shea

When parties will continue in an ongoing relationship, as business partners, co-owners of real property, or co-trustees, recitals that establish the operational context may matter well after the settlement is signed. The same is true when third parties will later review the agreement. Lenders, insurers, taxing authorities, licensing boards, and courts may need to understand

CORRECTION

In the May 2026 issue of *Santa Barbara Lawyer,* **Renee Fairbanks** was misidentified in a photo caption in an article on the Bench &Bar Conference. *Santa Barbara Lawyer* regrets our error.

why payments were made or why certain claims were resolved in a particular way. A well-placed recital answers those questions before they become disputes.

The common thread is purpose. Detailed recitals should exist because they solve a problem, not because lawyers are reluctant to stop drafting.

The Risk of Saying Too Much

The problem arises when recitals go beyond what the agreement actually needs. Lawyers sometimes negotiate recitals the way they negotiate pleadings, pressing for language that tells their client's story and resisting anything that concedes a point. The result is a recital section that reads like a litigation narrative, full of disputed facts framed as settled, characterizations of conduct, and conclusions that neither side would have accepted in a neutral document.

California law compounds the risk. Civil Code sections 1636 through 1639 require courts to interpret contracts according to the mutual intention of the parties at the time of contracting, using the language of the contract as the primary guide. Evidence Code section 622 adds that facts recited in a written instrument are conclusively presumed to be true between the parties and their successors in interest, with a narrow exception only for recitals of consideration. A recital negotiated under the pressure of settlement may later be treated as a binding statement of fact that a party can no longer walk back.

In trust and estate matters, that risk is compounded by who reads the document later. The parties who negotiated the recitals are rarely the only people bound by them. Successor trustees, residuary beneficiaries, and courts reviewing a trustee's conduct may find themselves governed by language drafted under the pressure of litigation and never intended to function as a long-term administration document.

A More Useful Default

Most recital sections need far less than they contain. The parties have a dispute. They have agreed to resolve it. The terms of the resolution follow. That structure leaves no hostages to fortune.

This issue comes up regularly in mediation. Parties who have been in conflict for months or years sometimes want the agreement to confirm that they were right. That impulse is understandable. A settlement agreement is not the place to satisfy it.

The practical test before incorporating recitals by reference is to read them as someone who was not in the room: a successor trustee, a court asked to enforce the agreement, a tax authority reviewing a return, a beneficiary encountering the document for the first time years after the dispute ended. If a recital answers a question that reader would need answered, it belongs. If it simply reflects the emotions of the negotiation, it does not. Settlement agreements are meant to end disputes. Recitals that reopen them have failed at the only job that matters. ■

David B. Shea is a Santa Barbara-based mediator with Lexington Mediation APC and a Certified Specialist in Estate Planning, Trust and Probate Law with more than 30 years of experience litigating trust and estate disputes.

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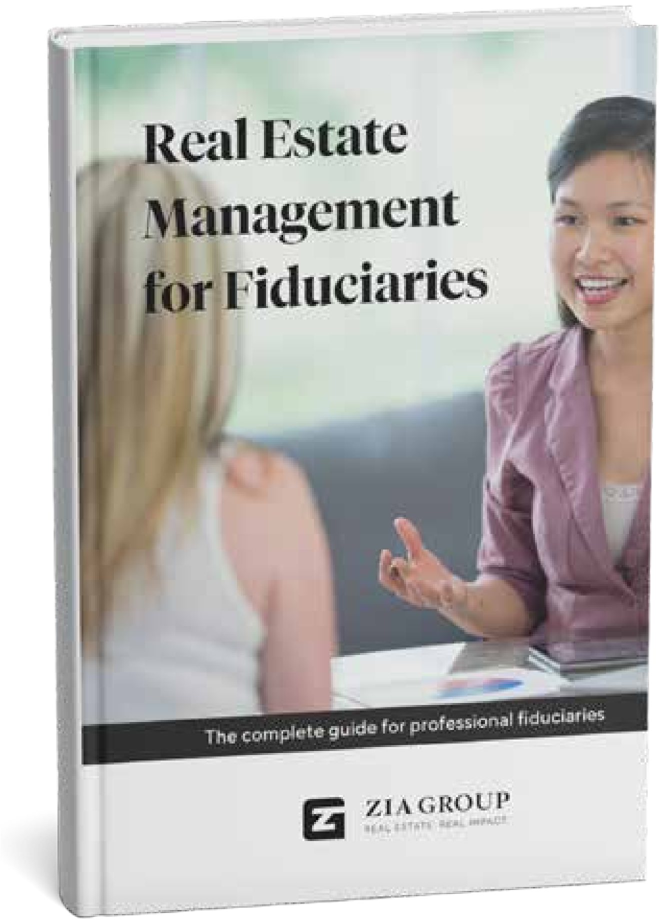

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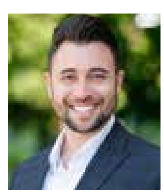

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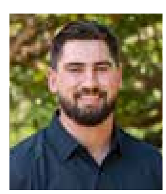

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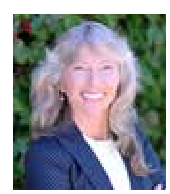

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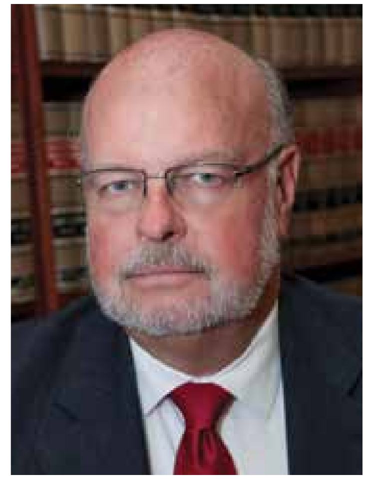
California Bail Doctrine Clarified—*Kowalczyk* Part Deux

By Robert M. Sanger



Robert M. Sanger

Introduction

The California Supreme Court finally decided *In re Gerald Kowalczyk*[1] on April 30, 2026. The long-awaited *Kowalczyk* opinion was heralded as the Supreme Court's opportunity to set forth, once and for all, the rules for setting bail in California. The Court was to reconcile Article I sections 12 and 28 and create a seamless jurisprudence. Much was accomplished by *Kowalczyk* doctrinally but it is suspected that litigation over "minor details" will persist. Of course, it must be kept in mind that minor details can determine whether or not a person presumed innocent will sit in jail awaiting trial.

In the March 2026 Issue of the *Santa Barbara Lawyer,* the Criminal Justice column addressed some of these issues following the oral arguments on the *Kowalczyk* case. As pointed out then, bail is one of the first issues (besides advising on the right to remain silent) to be addressed by a lawyer first consulted when someone is arrested. That lawyer may be a family friend, a civil or transactional lawyer, or the first person to respond to a webpage listing. Criminal defense lawyers, of course, have to know what *Kowalczyk* does and does not say. However, just about anyone can get that first call so a review of the full decision will be the subject of this article.

The Kowalczyk *Decision*

The decision of the California Supreme Court in *Kowalczyk* was unanimous. The lead opinion was delivered by Chief Justice Guerrero. Her opinion was joined by all members of the court. Nevertheless, Justice Groban filed a concurring opinion joined by Justices Liu and Evans. Justice Wiley filed an additional concurrence.[2]

Chief Justice Guerrero's 19-page Opinion of the Court is thoughtful and addresses the history of the current bail provisions in the California Constitution, in particular Article I, section 12, subdivisions (b) and (c) (hereinafter "section 12"), and Article I, section 28, subdivision (f)(3) (hereinafter "section 28"). The two questions upon which limited review had been granted in *Kowalczyk* were: "(1) Which constitutional provision governs the denial of bail in noncapital cases—section 12, subdivisions (b) and (c), or section 28(f)(3), of the California Constitution—or, in the alternative, can these provisions be reconciled? (2) May a trial court ever set pretrial bail above a defendant's ability to pay?"[3]

Reconciliation of the two Constitutional provisions was the major focus of the Opinion. The Court did return to some basic constitutional provisions. The Court considered equal protection of the law relating to imprisonment of a person unable to make financial bail. The Court also cited the fundamental premise articulated in its earlier decision in *In re Humphrey*[4] that "pretrial 'liberty is the norm, and detention prior to trial or without trial is the carefully limited exception.' "[5] Deference to the will of the legislature and the people in ballot initiatives was also acknowledged.

Ultimately, the Court held that the provisions of section 12(b) and (c) were reconcilable with section 28(f)(3). As the Court noted, both provisions permit detention without bail in capital cases. However, the only other exceptions allowing detention without bail are found in section 12 (b) and (c). The vague language in section 28 (f)(3) that suggests that a court "may" decide whether to grant bail does not expand the explicit carve-outs provided for in section 12 (b) and (c). This means that, in non-capital cases, the trial court can only deny bail as to specified offenses in section 12 (b) and (c) and only if the court finds based on clear and convincing evidence that the additional proof of that release would result in great bodily injury to the victim or that there was a threat of harm to another and there is a substantial likelihood that the threat would be carried out. Section 28(f)(3) only recited the rights of crime victims and did not expand the list of carve-out offenses in section 12.

The Court then returned to the *Humphrey* principle that bail must be set in an amount reasonably attainable by the defendant. Non-monetary means of providing for the person's attendance and protecting public safety should still be the first resort of the trial court. In all cases where detention without bail is not permitted (cases not coming within the carve-outs in section 12 (b) and (c)), and in which the trial court finds it necessary to require the posting of monetary bail, the court must set bail in a reasonable amount based on an individualized assessment of the totality of the circumstances.

The Court then spent considerable time exploring how the trial court should determine the reasonable amount of bail based on an individualized assessment of the totality of the circumstances. The conclusion is that trial courts do not have to set bail in an amount that is easily affordable or convenient to the defendant. In addition, the trial court is not required to accept unsupported or conclusionary assertions by the defendant or defense counsel that a person is indigent or does not have the ability to pay.

The unanimous decision concludes by saying, "Our Constitution reflects a balance between a criminal defendant's general right to pretrial release and the governmental interest in protecting public safety and ensuring the integrity of the criminal justice process while the defendant awaits trial. To the extent the voters desire to adjust that balance, it remains in their power to do so."[6] Justice Wiley, in his brief concurrence, emphasized that judges, and the appellate courts, are not the best branch of government to make policy determinations. He concluded, "Today's decision invites a legislative and executive response. I hope the invitation is accepted."[7]

Justice Groban's concurrence, joined by Justices Liu and Evans, takes on the parade-of-horribles argument of the San Mateo County District Attorney's Office, and the San Francisco District Attorney and the California District Attorneys Association, as amici curiae. His opinion is a blunt rebuttal of their argument based on a "handful of situations in which, they speculate, dangerous defendants who are ineligible for detention under article I, section 12 could remain at large and free to re-offend pending trial."[8] Looking at the carve-outs and the alternative methods of dealing with people who do not fit in a carve-out but who might be in danger of offending, the threat is minimal and dealt with by existing criminal penalties. These three Justices are known for grounding their opinions in reality and, here, they augment the careful legal analysis of the Opinion of the Court with experiential reasoning.

Conclusion

Absent action by the legislature or the people, *Kowalczyk* makes it clear that pretrial release is a matter of California Constitutional law. Monetary bail, if necessary, must be attainable, although it does not have to be merely convenient. Counsel is put on notice to do more than make a conclusionary assertion that their clients are indigent or do not have the ability to pay. The current best practice of submitting a *Humphrey* declaration should be followed. *Kowalczyk* emphasizes that such declarations should be supported by articulable facts as meticulously as possible.

By the way, the analysis of how the Supreme Court might, and should, rule in *Kowalczyk* made in the Criminal Justice column in March of this year turned out to be pretty accurate. Of course, the briefs were available and oral argument had been heard at the time of that writing. Nevertheless, *Kowalczyk* could have gone in a different direction and it did not. There will be litigation regarding application of *Kowalczyk* in particular cases—such as what constitutes clear and convincing evidence of threats or what constitutes evidence of bail amounts that are not attainable. Nevertheless, *Kowalczyk* establishes a pretty solid doctrinal basis to guide trial judges and practitioners through the pretrial release process. ■

Robert Sanger has been practicing as a litigation attorney, now as Senior Partner in Sanger Hanley Sanger & Avila, LLP, in Santa Barbara for over 50 years and has been a Certified Criminal Law Specialist for over 40 years. Mr. Sanger is a Fellow of the American Academy of Forensic Sciences (AAFS) and has been an Adjunct Professor of Law and Forensics at the Santa Barbara College of Law. Mr. Sanger is an Associate Member of the Council of Forensic Science Educators (COFSE) and is Past President of California Attorneys for Criminal Justice (CACJ), the statewide criminal defense lawyers' organization.

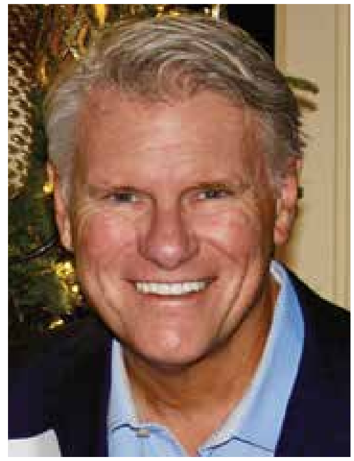
Endnotes

1 *In re Gerald Kowalczyk*, Supreme Court Case Number S277910, decided, April 30, 2026, 2026 WL 1175320 (*Kowalczyk*).
2 Note that Justice Wiley was an Associate Justice of the Court of Appeal, Second Appellate District, Division Eight, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.
3 *Kowalczyk* (Slip Op. 3).
4 *In re Humphrey* (2021) 11 Cal.5th 135, (*Humphrey*).
5 *Kowalczyk* (Slip Op. 18).
6 *Kowalczyk* (Slip Op. 18).
7 *Kowalczyk* (Slip Op. 23).
8 *Kowalczyk* (Slip Op. 20).

Ouch! Your Clients Are *Personally* Liable for Employment Law Missteps

By Alex Craigie and Fantasy (Fani) Windsong

Gimme, gimme shelter
-Mick Jagger



Alex Craigie

Fantasy Windsong

The corporate veil? *Inc.* means *bunk* in California when a former employee comes calling.

Our state continues to distinguish itself as a leading jurisdiction in protecting employees. Here, it's by imposing personal liability on business owners, shareholders and even some employees when an employee wins an employment lawsuit. There's no need to pierce the corporate veil to collect a judgment when a business goes belly up.

These are well-intentioned laws. Workers must be paid and protected. Lawmakers are loath to allow "[i]rresponsible employers [that] may have already hidden their cash assets, declared bankruptcy, or otherwise become judgment proof," to avoid adverse judgments.[1] Although our state legislature deserves applause for looking out for workers, practical application of these laws could leave a comparatively innocent manager holding the bag.

How This Works

Broadly speaking, owners and others may be personally liable for almost any Labor Code (LC) or Fair Employment and Housing Act (FEHA) violation. This is often a surprise the first time an owner is personally named in a lawsuit. It tends to be an even bigger surprise when an employee other than the owner is personally named as a defendant. While potentially indemnified by the employer, the employee could face a judgment against them personally. Post-trial judgments for LC violations are rarely less than several hundred thousand dollars, after attorney's fees. FEHA harassment judgments are not far behind.

For the uninitiated, Labor Code wage and hour laws govern payment of wages, including overtime, meal and rest breaks, reimbursement of business expenses, and myriad other rules calculated to protect workers and give HR headaches.

Here's an illustration: two construction business owners incorporate their business, expecting protections against company debts. Then, unaware of the wage-hour laws, they instruct their foreman to make sure workers get to work and change into uniforms *before* clocking in. This is off-the-clock work, a clear and costly Labor Code violation. The foreman follows orders and instructs workers to show up roughly 10 minutes early every shift to change before clocking in, resulting in 10 or so minutes of unpaid wages.

One such worker later gets fired for unrelated reasons and visits a lawyer who sues the corporation, the owners and the foreman for unpaid wages and other LC violations. Trial leads to a verdict in the millions. The corporation was an empty shell, leaving the owners and the foreman personally liable with a substantial judgment hanging over their heads until satisfied, which might be never.

An Owner's Personal Liability

Arguably, it could make sense to require a business owner to satisfy an adverse employee judgment when the business is judgment proof. Responsibility for wrongs committed by a business should fairly start at the top. Owners may delegate HR compliance and related duties, but they remain best positioned to ensure lawful policies are developed and followed. They are also best positioned to secure adequate insurance to protect against liability.

A note here to lawyers who incorporate businesses. If the business is expected to have employees, an owner should probably be apprised of the potential for personal exposure at the time of incorporation. Otherwise, an owner might reasonably expect to be personally protected by the corporate veil. This knowledge is unlikely to prevent mistakes and Labor Code violations, but at least the owner will understand the risks. If this leads the owner to make Labor Code compliance a priority, so much the better. Or

Continued on page 15

Craigie and Windsong, *continued from page 13*

perhaps it will encourage an owner to obtain Employment Practice Liability Insurance (EPLI) to ensure a lawsuit doesn't drain the corporation's assets, leaving individuals personally exposed.

A business owner's personal liability is not without limitation. The owner must have "had sufficient participation in the activities of the employer" that the owner may be deemed to have contributed to, and thus for purposes of this statute, "cause[d]" a violation.[2]

Shareholders of publicly traded companies are almost never named as individual defendants in employment lawsuits, since they play no role in the decisions causing Labor Code violations. The same logic applies to a silent investor in a closely-held corporation. The corporate veil protects passive investors. It was never designed to protect the person running the show.

Director, Officer, Managing Agent, or Others

California law goes further to protect workers. Personal liability also flows downstream. Not only are owners personally exposed for Labor Code violations and FEHA liability, but others with no ownership stake may also be on the hook personally. More specifically, officers, directors, and managing agents may all be forced to open their wallets if there are not enough resources from the business or the owner to satisfy a judgment.[3]

FEHA Harassment

Personal liability attaches under various statutes and definitions. FEHA is one example. FEHA liability typically attaches for discrimination, harassment and retaliation. If an individual employee is named and found liable under FEHA for sexual, racial or other harassment, the law holds the harasser personally responsible regardless of their spot in the corporate pecking order.[4]

This seems reasonable, particularly where a harasser acts outside the scope of their employment or engages in sexual battery or another crime. On the other hand, there is no personal liability for FEHA discrimination or retaliation.[5]

Unpaid Wages and Overtime

In other instances, employee personal liability depends on their role in the company and participation in the Labor Code violations resulting in PAGA penalties. For example, to hold an employee liable for unpaid wages and overtime, they must have acted "on behalf of an employer," and "exercise[d] . . . control over wages, hours, or working conditions."[6]

California borrows from the standard for punitive damages to define "acting on behalf of an employer," to include, "supervisors who have broad discretionary powers and exercise substantial discretionary authority in the corporation."[7]

At least one California court pinned personal liability for these LC violations on virtually anyone, saying, "if there is evidence and a finding that a party other than the employer 'violates, or causes to be violated' the overtime laws . . . or 'pays or causes to be paid to any employee' less than minimum wage, then that party is liable for certain civil penalties *regardless of the identity* or business structure of the employer."[8]

Failure to Reimburse Business Expenses

The statute governing employee reimbursement of business expenses also provides for individual liability. Although an "employer" is identified as the responsible party for unpaid business expenses, there is also provision for the Labor Commissioner to issue a citation "against an employer or other person acting on behalf of the employer" who violates reimbursement obligations.[9] One might argue this demonstrates a legislative intention to spread liability beyond a corporate employer to individuals.

Personal Liability for Other Employer Wrongs Uncertain

Although certain Labor violations are clearly enforceable against an individual depending on their position and role, other violations are less clear. Even so, a colorable argument exists for personal liability for these violations as well.

These include pay statement and meal and rest break violations, as well as waiting time and Private Attorneys General Act (PAGA) penalties. The statutes leave unclear whether or when an individual may be personally liable. Personal liability for PAGA penalties—a special kind of employer torture—is particularly important, given the possibility of massive penalties and attorney's fees.

These laws all refer to "employer" conduct, without further definition. However, it can be argued that, since the Labor Code authorizes personal liability for wage-related violations as discussed above, the same rationale should render individuals personally liable for all Labor Code violations, including PAGA penalties. This is not a major leap. It hinges on a recognition that an "employer" can only act through its employees, and if an individual employee causes an Labor Code violation, they can face personal liability.

Is Personal Liability Always Fair?

As mentioned, certain conduct arguably justifies personal liability. An employee at any level who harasses another based on sex or other protected characteristic should be responsible for this conduct. Similarly, a small, undercapitalized employer should not be able to hide behind the corporate veil to avoid responsibility for paying employees. These laws make sense if the goal is to make a damaged employee whole and apportion financial responsibility where it belongs.

On the other hand, although a corporation must act through its employees, should a mid-level supervisor who simply follows existing policy be personally responsible for employee damages? Would it be reasonable to hold the foreman in our illustration personally liable for heeding the boss's instruction to require off-the-clock work?

Fortunately for such employees, employers are required to both defend and indemnify an employee sued in their capacity as a company employee. In most cases, the employer will protect individually named employees against personal exposure. Further, almost all cases settle long before a trial and judgment, further reducing the likelihood of personal exposure from a post-trial judgment.

What happens though if both the corporation and the owner(s) are insolvent? Although unlikely, this would be a poor outcome. Whether they do or not, business owners are expected to be aware of situations in which the corporate veil offers no protection. They are again best positioned to ensure the company follows employment laws and secures insurance.

Employees at almost every level, with no equity stake, are unlikely to appreciate the risk for themselves. We've yet to see an employment agreement, offer letter or employee handbook alerting any employees to any risk of personal liability. From a fairness perspective, between an unpaid worker and an unscrupulous business owner, policy should favor ensuring workers are paid and protected. As between an unpaid worker and a mid-level manager, living paycheck to paycheck, simply following directions or adhering to existing policies, the fairness question becomes more acute.

Practical Steps to Avoid Personal Liability

Most of the steps an employer should take to prevent personal liability mirror best employment practices generally. Ensure all Labor Code requirements are followed religiously. Many smaller employers we work with are not large enough to warrant an HR department or manager, leaving LC laws ignored or improperly followed. We encourage these smaller employers to work with an outside HR consultant to audit existing practices and ensure policies are lawful and followed.

The other practical step to avoid personal exposure is to ensure the business is either insured or sufficiently capitalized to reasonably cover liabilities arising from LC or FEHA violations. This amount can be substantial. Owners of an undercapitalized business would likely face personal liability even if a plaintiff were required to pierce the corporate veil. These laws just save plaintiffs the need to take that additional step.

Conclusion

By permitting employee plaintiffs to name and recover LC, FEHA and/or PAGA damages and penalties directly from owners, officers, managing agents and others depending on circumstances, California continues to distinguish itself as the national leader in employee protections. Owners and other managing agents (employees) should be aware of the possibility of personal liability and proactively ensure they aren't left holding the bag if there's an expensive judgment.

For business owners, this means strict compliance with California LC and FEHA laws, and either maintaining EPLI insurance or ensuring the business is sufficiently capitalized to defend and resolve employment claims and lawsuits. Businesses without dedicated HR management should consider having policies and training audited by an employment lawyer or outside HR consultant. ■

Alex Craigie is the Employment Law Section Chair. A recognized thought leader and proven courtroom lawyer, he helps businesses throughout California prevent, manage and resolve employment disputes in a rapid and cost-efficient manner. Reach him at: Alex@CraigieLawFirm.com.

Fani Windsong, a Santa Barbara native, focuses her practice on all aspects of California employment law, including wage-hour issues, PAGA matters, discrimination, retaliation and harassment cases. Reach her at: Fantasy@CraigieLawFirm.com.

Endnotes

1 Assem. Com. on Judiciary, Analysis of Sen. Bill No. 588 (2015–2016 Reg. Sess.) as amended July 1, 2015, p. 4.
2 *Usher v. White* (2021) 64 Cal.App.5th 883, 897.
3 *E.g.*, Labor Code §558.1.
4 Cal. Gov't. Code §12940(j)(3).
5 Employees may separately pursue whistleblower retaliation under Labor Code §1102.5. Under this statute a "person acting on behalf of the employer" faces potential personal liability.
6 *Martinez v. Combs* (2010) 49 Cal.4th 35, 71 (*quoting*, Industrial Wage Order No. 14 (Cal.Code Regs., tit. 8, § 11140, subd. 2(F)).
7 *White v. Ultramar, Inc.* (1999) 21 Cal.4th 563, 577.
8 *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 820 (emphasis added).
9 Labor Code §2802(d).

Put Your Best Foot Forward with PR

By Jennifer Goddard Combs

In an increasingly automated digital landscape, making connections with potential clients still requires a human touch.

As a tool, generative AI has never been more accessible. In a couple of clicks, attorneys can generate a press release, create an email list to send that press release out to, and then build an ad summarizing that press release to go out on the firm's social media websites.

But How Does it Work?

Generative AI works by taking the average of what has already been done before and using that to suggest copy, graphics and other solutions to the problems its users present. While that means anyone can come up with a usable flier for an event or a new promotion graphic, it also means that these products often resemble each other in very strong ways, making it easier for viewers to glaze over them.

The fundamentals of business still apply. Networking, authenticity and human connection matter more than ever, and while the HubSpot 2026 State of Marketing report found that more than two-thirds of marketing teams say AI has freed up 10 or more hours per week, it also found that "soft" skills like creative problem-solving, emotional intelligence and trust-building are still required for brands to stand above the crowd.

Jennifer Goddard Combs

While any lawyer can use an AI chatbot to write a press release, create a graphic to accompany that press release and then compile a list of emails to send the combined email and graphic to, there is no guarantee that any of the information generated through the AI is correct and up-to-date—or that the product will connect with anyone once it's been published.

Mistakes and typos hurt a law firm's image to potential clients. If a law firm can't even get the basic information on a social media ad correct, what hope does the client have for that firm handling complex, sensitive legal matters?

Public relations professionals maintain connections with people working at media companies, getting attention and deals for their clients, as well as a general feel for the local power players businesses need to know and what trends are making the most impact in their regions.

A public relations professional can also help tailor a law firm's messaging, helping it get the clearest version of what it wants to say across, and can suggest other opportunities or avenues to target and connect with the right customers.

The first impression is still important. Advertising, especially digital advertising, is a complex field, and not all avenues lead to the same conclusions and opportunities. A small, extremely-focused law firm with two lawyers working in a specific field needs a different approach than a large, multi-state legal firm with enough attorneys to cover every legal need a client might have.

Public relations professionals can help with all of these scenarios and more. Reach out to a PR professional today. ■

Jennifer Goddard Combs is a public relations professional with decades of experience. She founded her own company, The Goddard Company, more than 20 years ago, and has since worked to secure local, state, national and international attention for her clients. For more information, reach out to her through her website, thegoddardcompany.com, or through her email, jennifer@thegoddardcompany.com.

Proposed Uber Ballot Initiative May Impact Personal Injury Recoveries in California

By Renée Nordstrand-Black

For years, Uber has worked relentlessly to avoid being held accountable for harm occurring through its platform. Faced with frequent litigation and scrutiny over sexual assault claims arising from its app-arranged rides, Uber has continually pursued legal strategies to limit responsibility and liability at the expense of its customers. More recently, Uber reduced uninsured and underinsured motorist coverage available to injured passengers from up to $1 million to as little as $60,000 per person and $300,000 per incident, limiting their exposure and leaving injured riders increasingly dependent on finding other sources of recovery.

Today, Uber customers are again under attack. Uber is funding a 2026 California ballot initiative that, if enacted, could significantly affect Uber passengers involved in auto crashes by impacting client recoveries and attorney contingency fees.

Uber's ballot initiative would impose a 25% cap on contingency fees, calculated after litigation costs are deducted. In practice, this means that attorneys would be required to cover case costs (which can often be substantial) and recover their fees only after those expenses are reimbursed.

Uber is framing this "reform" as beneficial to injured individuals, suggesting it will allow them to retain a larger percentage of their recovery. However, as the measure would require litigation costs to be paid before the attorney and client recover their earning percentage, it could actually reduce the recovery value for a client with high case costs.

Personal injury litigation can quickly become expensive to pursue due to the high costs of expert witnesses, depositions, medical evaluations, and other factors. Under Uber's reform, attorneys would confront the same financial risks while facing reduced potential recovery. As a result, cases involving moderate damages, disputed liability, or higher litigation costs may become increasingly difficult or risky to pursue.

Renée Nordstrand

This initiative will limit injured individuals' ability to obtain representation by making contingency-fee cases less economically feasible for attorneys to accept. This concern is particularly relevant in places like Santa Barbara, where many firms handle a mix of mid-range injury -Blackclaims as well as other types of cases.

Contingency fee arrangements have long ensured that all injured individuals can pursue justice, regardless of their financial means. Uber's initiative directly threatens this equal access to justice, particularly for injured individuals with smaller or more complex cases.

Uber's attempts to qualify this measure for the ballot involve a large-scale and widespread effort, including substantial funding, public messaging campaigns, and organized events to gather signatures. If successful, the measure could reshape the structure of personal injury and contingency fee practice across California and hurt consumers' access to justice.

Uber has filed the initiative with the California Secretary of State and needs to collect over 874,000 signatures by June 8th to qualify to appear on a future statewide ballot. According to the California Secretary of State, as of early February, it had already secured 25% of the needed signatures.

As the initiative moves forward, attorneys must take an active role in protecting the rights of both injured individuals and their fellow lawyers. Organizations such as the Consumer Attorneys Association of Los Angeles (CAALA) and Consumer Attorneys of California (CAOC) are examples of groups actively coordinating opposition efforts through legislative advocacy, public education campaigns, and collaboration with medical, labor, and consumer groups.

Attorneys can support these efforts by contributing to advocacy and defense funds, participating in signature-gathering opposition and community outreach, and educating clients, colleagues, and local organizations about the true consequences of the measure on access to justice.

Engagement at both the professional and local levels will be crucial to prevent the success of Uber's efforts. For

Santa Barbara attorneys in particular, involvement through local bar associations and affinity groups such as the Santa Barbara Trial Lawyers can help ensure that the real consequences of the initiative are clearly understood before it reaches voters. ■

Renée Nordstrand-Black is the founding partner of Nordstrand-Black PC in Santa Barbara. She is AV-rated by Martindale-Hubbell. She is a successful trial lawyer and certified negotiator with over 35 years of experience exclusively representing plaintiffs throughout California in personal injury and wrongful death matters. She is the proud recipient of the Santa Barbara Women Lawyers Attorney of the Year Award and was the former President of Santa Barbara Women Lawyers.

New and Seasoned Attorneys Take the Oath

By Victoria Diffenderfer
President, Santa Barbara Barristers

What began as a celebratory swearing-in ceremony for newly admitted attorneys became something even more meaningful, an opportunity for attorneys new and seasoned to reaffirm the oath together.

Judge Von Deroian thoughtfully used the occasion to reflect on the principles that define our profession, including professionalism, respect, integrity, and civility. The moment served as an important reminder that the oath is not simply a formal milestone taken at the beginning of one's career. It is an ongoing commitment to the values that guide our work, our advocacy, and our role in the justice system.

For the Santa Barbara Barristers, that message is especially fitting. Our organization is committed to supporting new attorneys as they enter the practice of law and become part of the Santa Barbara legal community. Through MCLE programs, social events, mentorship opportunities, community involvement, and informal chances to connect with other lawyers and judicial officers, the Barristers aim to help newer attorneys build not only their practices, but their professional foundation.

We are excited to see our local legal community continue to grow, and we are proud to play a part in welcoming the next generation of Santa Barbara attorneys. The practice of law can be demanding, but it is also deeply strengthened by collegiality, civility, and connection. Those values are not just nice additions to the profession, they are what make the profession work.

We look forward to supporting the next round of newly admitted attorneys at the November swearing-in ceremony. You'll find the Barristers there, ready to celebrate, welcome, and continue building a legal community rooted in professionalism, service, and respect. ■

Jennifer Smith

Judge Deroian

Top Row: Jennifer Manalis, Erik Mathison, Ruben Lopez, Andrew Dickerson, Victoria Diffenderfer, Amy Bankoff, Mishele Sotelo, Marietta Jablonka, Daniel M. Cheung (CLA), Bradford Brown. Bottom Row: Jillian Title, Mia Gutierrez, Judge Deroian, Austin Champion, Jennifer Smith

Andrew Dickerson

Jennifer Smith, Victoria Diffenderfer, Judge Deroian, Bradford Brown

New and Old Attorney Swearing in

Verdicts & Decisions

PoloDonkey, LLC v. Diana Sandoval, et al.

Santa Barbara County Superior Court – Anacapa Division

CASE NUMBER:	24CV05259
TYPE OF CASE:	Civil
TYPE OF PROCEEDING:	Jury trial
JUDGE:	Thomas P. Anderle, Dept. 3
LENGTH OF TRIAL:	3 weeks
LENGTH OF DELIBERATIONS:	2 hours
DATE OF VERDICT OR DECISION:	Verdict returned on January 23, 2026; Statement of Decision entered on February 9, 2026
PLAINTIFF:	PoloDonkey, LLC
PLAINTIFF'S COUNSEL:	Price, Postel & Parma, LLP (Todd A. Amspoker and Jeff F. Tchakarov)
DEFENDANT:	Diana Sandoval and Tyler N. Quiel
DEFENDANT'S COUNSEL:	Hilbert & Satterly, LLP (Joseph A. LeVota)
EXPERTS:	Eva Turenchalk (land use agent/planner; Plaintiff's expert)

FACTS AND CONTENTIONS: By virtue of a written deed recorded in 1915, Plaintiff's property benefits from an access easement for purposes of a private road located on Defendants' property. A bridge connects the two properties over the Garrapata Creek and the easement area, extending slightly outside of the easement boundaries set forth in the 1915 deed. The bridge fell in disrepair after a neighbor was injured on it in 2017, and access to the bridge was restricted by a bamboo fence installed on the easement area by the prior owner of Defendants' property. After Plaintiff repaired the bridge and County officials inspected and approved the repairs, Plaintiff requested multiple times that Defendants remove the bamboo fence and restore Plaintiff's rightful access to the easement area. Defendants refused and this litigation ensued.

Plaintiff asserted six causes of action against Defendants for interference with easement, nuisance, quiet title, declaratory and injunctive relief, and quiet title to a prescriptive easement over the area where the bridge extends outside of the recorded easement boundaries. Defendants argued that Plaintiff had previously abandoned its express easement rights, that Plaintiff is not entitled to any prescriptive easement rights, and that even if Plaintiff's easement rights are confirmed, the bamboo fence should not be removed due to Defendants' safety concerns about the bridge.

After less than two hours of deliberations, the jury returned a verdict in favor of Plaintiff on all causes of action. In his Statement of Decision, Judge Thomas P. Anderle indicated that "Plaintiff is clearly entitled to a judgment declaring that Plaintiff owns a valid unabandoned access easement for a roadway over Defendants' property and Defendants lack any right to interfere unreasonably with Plaintiff's easement." As part of the injunctive relief Price, Postel & Parma, LLP obtained for its client, Judge Anderle required Defendants to remove the bamboo fence and return Plaintiff's mailbox they had illegally misappropriated within ten calendar days after entry of judgment. Defendants' counsel has signaled that the decision will be appealed.

SUMMARY OF SETTLEMENT DISCUSSIONS: The case did not settle at the MSC.

RESULT: Verdict for Plaintiff

Santa Barbara County Bar Association Family Law Section Presents:

Upcoming Changes to the Statement of Decision Process MCLE

When:

June 12, 2026 from 12:00 P.M. – 1:15 P.M.

Where:

Colleges of Law, Santa Barbara Campus and Zoom

MCLE:

1 Hour General MCLE Credit

Speaker(s):

Lisa R. McCall

Lisa R. McCall has been a licensed practicing attorney for almost 20 years. She has extensive experience in family law writs, appeals and litigation. Ms. McCall is a Family Law Specialist and an Appellate Law Specialist certified by the State Board of Legal Specialization. She is a member of the prestigious American Academy of Matrimonial Lawyers, and has completed both the Houston Family Law Trial Institute. Lisa earned her J.D., cum laude, from Whittier Law School in 2006, where she was a senior member of the Whittier Law School Journal of Child and Family Advocacy.

Price:

Members: $25 Non-Members: $30

Registration:

Go to the event listing on the June Calendar at www. Sblaw.org/eventsmcles/

Questions about the program:

Renee M. Fairbanks renee@reneefairbanks.com

Santa Barbara County Bar Association

SBCBA

Annual Summer BBQ

The Santa Barbara County Bar Association Invites Members, Guests & Families to our Annual BBQ!

Friday, June 19th at 5:00PM

Tucker's Grove Park Area 2, 4800 Cathedral Oaks Road

Member $50 Non-Member $60

Public Interest/Student $30 Kids $5

Tickets may be purchased online on our website: sblaw.org/events

Please make all ticket purchases by June 16th 2026 to allow us to prepare enough food for everyone

Make checks payable to SBCBA, 15 W. Carrillo, Ste.106

Sponsorship Opportunities available

Contact: sblawdirector@sblaw.org

Santa Barbara County Bar Association
SBCBA

Monthly Happy Hour

WEDNESDAY, JUNE 10TH, 2026

5:00 PM

CANARY HOTEL
31 W. CARRILLO STREET

Join us for the Santa Barbara County Bar Association's
Monthly Happy Hour
No Host – Drinks and Food available for purchase

This is a great opportunity to support our community,
connect, unwind, and network
with fellow members

WE LOOK FORWARD TO SEEING YOU THERE!

SANTA BARBARA COUNTY BAR ASSOCIATION 2026 AWARDS

The Santa Barbara County Bar Association calls for nominations for 2025 awards for recognition of outstanding attorneys, law firms, and judges in our community.

Richard Abbe Humanitarian Award

This special award, which is not given every year, honors a judge or attorney who evinces exceptional qualifications reflecting the highest humanitarian principles as exemplified by the late Justice Richard Abbe.

John T. Rickard Judicial Service Award

This award honors one of our judges for excellence on the bench and outstanding contributions to the judiciary and/or the local court system.

Pro Bono Award

This award recognizes an individual attorney who has donated at least 50 hours of direct legal services to low income persons during the previous calendar year.

Jamie Forrest Raney Mentorship Award

This award honors an attorney or judicial officer who has made a significant difference in the careers of other legal professionals through ongoing mentorship regarding professional growth, principals of professionalism, ethics, and law practice management, as did the late Jamie Forrest Raney.

Frank Crandall Community Service Award

This award honors a local law firm's best efforts in providing pro bono services to community non-profit organizations. Factors considered in bestowing the award include:

- Existence of a firm policy encouraging pro bono services;
- Percentage of firm attorneys performing pro bono work;
- Nature and quality of pro bono work and hours per attorney;
- Leadership of community projects; and
- Services benefiting low income persons.

Please submit your nominations to Cassandra Glanville at cassandra@apexfamilylaw.com by July 31, 2026. Include specific facts to support the award's criteria for each nomination.

SBCBA DEI Task Force &
SB County Bar Foundation

DEI Scholarship Fund

	Diversity $1,500	Equity $1,000	Inclusion $500
Advertisement as a DEI Scholarship Fund sponsor on the SBCBA DEI Task Force website	⚖		
Logo on display at awards ceremony and on promotional materials	⚖	⚖	
Firm name featured on promotional materials			⚖
Verbal recognition at the awards ceremony event	⚖	⚖	⚖
Recognition in print media after the award ceremony	⚖	⚖	⚖

Sponsorships are tax-deductible. Payment options:

By check: make out to SBCBF, write on the check memo line "DEI Scholarship" and mail to P.O. Box 21523, Santa Barbara, CA 93121

PayPal: https://paypal.me/SBBarFoundation?country.x=US&locale.x=en_US. After making your donation via PayPal, send an email to sbbarfoundation@gmail.com to advise your donation is for the DEI Scholarship Fund

LITIGATION PARALEGAL

Downtown Santa Barbara law firm seeks an experienced Litigation Paralegal to start ASAP. We are a personal injury defense firm with a busy litigation practice.

If you are a litigation paralegal, you know what the job entails. We need assistance in-office with organization, working closely with attorneys on motions and discovery. Experience with MSJs and discovery responses. We are experiencing what many defense firms are: very aggressive discovery from large plaintiffs' firms.

Calendar management skills are essential.

Experience summarizing initial claims file materials, medical records, discovery responses and document productions and depositions, responding to discovery; drafting status reports and updates to clients; preparation of Medical Chronologies; assisting attorneys with trial preparation.

Analytical ability and attention to detail are key. Excellent written and verbal communication skills are necessary.

The position is for ready access to case file materials and attorney, particularly when emergency deadlines present themselves.

Pay: GENEROUS compensation for the right candidate.

Benefits:

- Paid parking and vacation.
- Health insurance allowance with life insurance component
- Fully-funded pension plan after 3 years
- Monthly in-office massages (yes, really)
- Schedule: 7.5 hours per day, Monday to Friday, Downtown Santa Barbara

Submit your resume to sblawdirector@sblaw.org

* * *

LITIGATION ASSOCIATE SOUGHT

(minimum – 2 years experience)

The Santa Barbara law firm of Hollister & Brace is seeking an associate attorney in our Santa Barbara, California Office with a minimum of 2 years litigation experience to join our dynamic litigation practice group in our collegial firm. Strong legal research and writing skills are required.

We offer competitive compensation, medical, dental, and vision benefits, 401K and profit sharing and the opportunity to work on highly engaging matters in state and federal courts. The base compensation range for this position is competitive and depends on years of experience and other factors. Associate attorneys are also eligible for an annual bonus upon meeting the firm's criteria.

Please submit your resume, cover letter and references to James Smith at JSmith@hbsb.com.

ESTATE PLANNING ATTORNEY (CONSERVATORSHIPS) 2-5 YEARS (IN-PERSON)

Position Available: Estate Planning Attorney with Conservatorship experience, 2-5 years. Mullen and Henzel seeks an experienced estate planning attorney with knowledge of probate and Conservatorships.

Requirements:

- 2 to 5 years of hands-on experience in estate planning
- Strong knowledge of probate and conservatorships
- In-person position, must be able to commute to the office daily
- Collaborative firm with community focus.

Benefits:

- Competitive salary and comprehensive benefits package
- Professional development opportunities
- Work-life balance in a supportive firm culture

Compensation and Benefits: The compensation range for our 2-to-5-year associates is $165,000-$280,000 (base annual salary plus an incentive bonus plan), vacation, sick time, and personal time. Wide range of healthcare benefits including medical and dental as well as Healthcare and Dependent Care Flexible Spending Accounts. Life insurance and disability are also part of our package, along with a 401(k) plan and profit-sharing contributions.

Apply by sending your resume and cover letter to Christina Behrman, Recruiting Partner, MHRecruiting@mullenlaw.com. In your cover letter, please highlight any experience in estate planning and explain why you are a great fit for our team. Please reference "Estate Planning Associate – [Your Name]" in subject line.

* * *

SANTA BARBARA COUNTY BAR ASSOCIATION

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LAWYER REFERRAL SERVICE

For a modest yearly enrollment fee of $275, The SBCBA Lawyer Referral Service (LRS) is one of the most effective ways to help your community AND increase your client base. Participating attorneys give back 10% of client fees to the program. In 2025, LRS referred cases generating over $700k in attorney's fees.

LRS is a State Bar certified, non-profit, public service dedicated to helping members of the Santa Barbara community find the legal assistance they need. LRS callers are directed to attorneys or other community services that are most appropriate to assist.

For more information about how you can become a member of the Lawyer Referral Service panel of attorneys or to request an application, email Marietta Jablonka at sblawdirector@sblaw.org or call 805-569-5511.

SBCBA SECTION CHAIRS

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alex@craigielawfirm.com

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Family Law
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renee@reneemfairbanks.com
Marisa Beuoy (805) 965-5131
beuoy@g-tlaw.com

Immigration
Onyx Starret 805-448-5114
ostarett@countyofsb.org

Intellectual Property/Corporate Law
Available

Mandatory Fee Arbitration
Eric Berg (805) 708-0748
eric@berglawgroup.com

Real Property/Land Use
Jake J. Glicker (805) 966-2440
jglicker@rppmh.com

Well-Being
Robin Oaks (805) 685-6773
robin@robinoaks.com

If you are interested in serving as a SBCBA Section Chair, please contact Marietta Jablonka, SBCBA Executive Director at (805) 569-5511 or sblawdirector@sblaw.org

June

2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8 SBCBA **MCLE**: "Zealous Representation of Noncitizen Criminal Defendants Part 2"	9	10 SBCBA Happy Hour at Canary Hotel Bar	11 SBCBA **MCLE**: "Upcoming Changes to the Statement of Decision Process"	12	13
14 Flag Day	15	16	17	18	19 Juneteenth SBCBA 2026 Annual BBQ	20
21 Father's Day	22	23	24	25	26	27
28	29	30				

The Santa Barbara Bar Association is a State Bar of California MCLE approved provider. Please visit www.sblaw.org to view SBCBA event details. Pricing discounted for current SBCBA members.

Santa Barbara Lawyer

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