

In Propria Persona Aid

8939 S. Sepulveda Blvd., Ste. 102
Los Angeles, California 90045
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INDEPENDENT CONTRATOR AGREEMENT

Case Name:

Case Description:

Case number:

Date of Work or Services to be performed:

Date:

Location of Work or Services to be performed:

Address: 8939 S. Sepulveda Blvd., Ste. 102

City: Los Angeles, CA 90045

Firm: In Propria Persona Aid LLC

Company other than contracting firm:

Attorney:

Law Firm:

Description of Work Assigned or legal Services Performed:

Compensation:

Compensation payments for independent contractors working on legal matters can vary depending on the specific terms of their contract. Independent contractors normally submit an invoice specifying the work performed and how much compensation they should receive. The contract should specify how soon after submitting the invoice the independent contractor will be paid and in what manner (check, bank deposit, or online payment method like PayPal)

Terms agreed on payment of fees (i.e., dates, times, etc.)

1. By electronic Transfer
2. Remittance in quarters of completion date of legal proceedings?
3. Remittance in thirds of completion date of legal proceedings?
4. Payment in advance
5. Payment upon completion
6. Other

Number selection:

Additional details of assigned case, task, research, pleadings, judicial forms, and/or collaboration with other paraprofessionals.

Case Number:

Courthouse:

Client:

Time limitations:

Court dates:

This Agreement is made as of this date ____ day of this month: _____, of this year: _____, by and between Client: In Propria Persona Aid LLC and (hereinafter called: Independent Contractor of Legal Services or Independent Contractor) for work or services described above, within, and attached to this agreement and is subject to the following conditions.

1. The Independent Contractor agrees to conduct the performance of the hired legal work or services described, attached, or emailed with reference to obligations within the scope of this said agreement.
2. This Independent Contractor agrees to conduct the performance of the work or services described above in an efficient and professional manner and in conformity with all laws, rules, regulations, and codes of ethics binding upon or applicable to one doing the type of work or services proved for herein.
3. It is agreed between the parties that the Independent Contractor will be responsible for his equipment, transportation, insurance, and all of his own expenses in connection with the furnishing of the work or services described above and will pay his own and his employees' FICO and other taxes. As part of the Agreement, the Independent Contactor warrants that he has sufficient Worker's Compensation Insurance in place to cover his employees working at

the above location and performing the work or services pursuant to or in connection with this Agreement.

4. It is distinctly understood and agreed that the Independent Contractor is not an employee, servant, but becomes an agent of In Propria Persona Aid LLC upon the signing of this Independent Contract Agreement for insurance purposes and state law but remains an Independent Contractor on his own or when representing his company.

Having read the following both parties agree:

IN PROPRIA PERSONA AID LLC

INDEPENDENT CONTRACTOR:

Name: (print)

Name: (write)

Note:

This Independent Contractors' Agreement and conditions are those met by The Borello test established by the California Supreme Court in the case of S.G. Borello & Sons, Inc. v. Dept. of Industrial Relations in 1989. This test uses multiple factors to determine whether a worker is an employee or an independent contractor. One of the key factors is whether the potential employer has control over the manner and means of accomplishing the desired result. This control does not have to be direct, actually exercised, or detailed.

In California, independent contractors are subject to specific laws and regulations. According to California's contractor laws, an independent contractor is a person or business who provides a specific service to another company in exchange for compensation. The independent contractor is under managerial control of results and not how he or she accomplishes the work.

Assembly Bill 5 (AB 5) was signed into law in September 2019 and addresses the "employment status" of workers when the hiring entity claims the worker is an independent contractor and not an employee. AB 5 requires the application of the "ABC test" to determine if workers in California are employees or independent contractors for purposes of the Labor Code, the Unemployment Insurance Code, and the Industrial Welfare Commission (IWC) wage orders.