

1 STATE OF CALIFORNIA
2 DEPARTMENT OF INDUSTRIAL RELATIONS
3 DIVISION OF LABOR STANDARDS ENFORCEMENT
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9 BEFORE THE LABOR COMMISSIONER

10 STATE OF CALIFORNIA

11 INNOVATIVE ARTISTS BROADCAST
12 DIVISION, LLC, a California limited
13 liability Corporation; and INNOVATIVE
14 ARTISTS TALENT AND LITERARY
15 AGENCY, Inc., a California corporation,

16 Petitioners,

17 vs.

18 ANDREA TANTAROS, an individual; and
19 ASTERO, LLC, a New Jersey limited
20 liability company,

21 Respondents.

CASE NO.: TAC-48745

***AMENDED DETERMINATION OF
CONTROVERSY***

22 **I. INTRODUCTION**

23 The above-captioned Petition to Determine Controversy under Labor Code section
24 1700.44 came on regularly for hearing in Los Angeles, California, before the Labor
25 Commissioner. Petitioner INNOVATIVE ARTISTS BROADCAST DIVISION, LLC, a
26 California limited liability Corporation; and INNOVATIVE ARTISTS TALENT AND
27 LITERARY AGENCY, Inc., a California corporation (“INNOVATIVE ARTISTS”) appeared
28 and were represented by Joseph P. Costa. Respondent ANDREA TANTAROS,
 (“TANTAROS”), an individual; and ASTERO, LLC, a New Jersey limited liability company
 appeared and were represented by Christian S. Molnar. At hearing INNOVATIVE ARTISTS
 dismissed ASTERO and proceeded only against TANTAROS. The matter was taken under

1 submission after the parties submitted post-hearing briefs. Based on evidence presented at the
2 hearing and on the other papers on file in this matter, the Labor Commissioner hereby adopts the
3 following decision.

4 **II. FINDINGS OF FACT**

5 At all relevant times, TANTAROS was a television and media personality, political
6 analyst, author, and columnist. TANTAROS worked for Fox News (“Fox”) from 2007 until
7 October 2016. In early 2014, TANTAROS hired talent agent Babette Perry (“Ms. Perry”) of
8 IMG, a subsidiary of William Morris Endeavor Entertainment, LLC (“WME”). TANTAROS
9 entered into an Agency Agreement with IMG on or about May 27, 2014, in which TANTAROS
10 agreed to pay IMG a commission rate of 7% of all income she received in connection with
11 TANTAROS’ broadcasting services at Fox. The Agency Agreement contained a non-compete
12 clause prohibiting TANTAROS from allowing any person who IMG employed during one year
13 preceding termination from representing her.

14 In May of 2014, Ms. Perry renegotiated TANTAROS’ contract with Fox (the “Fox
15 Employment Contract”) and obtained a \$475,000.00 salary increase - from \$250,000.00 to
16 \$750,000.00 annually. In addition, Perry negotiated and obtained a wardrobe increase, car
17 service, and a personal shared assistant for TANTAROS. In accordance with the Agency
18 Agreement, TANTAROS began paying IMG a 7% commission.

19 On December 1, 2014, IMG terminated Ms. Perry’s employment. According to the
20 separation agreement between Ms. Perry and IMG, Ms. Perry was allowed to collect and retain
21 commissions from specified clients who terminated their representation from IMG, including
22 TANTAROS. Ms. Perry informed TANTAROS about the terms of her separation agreement.
23 TANTAROS did not terminate the Agency Agreement with IMG, but IMG did not assign her to
24 a new agent and discontinued invoicing TANTAROS after December of 2014. TANTAROS
25 stopped paying IMG after December of 2014.

26 In April of 2015, INNOVATIVE ARTISTS employed Ms. Perry. Ms. Perry contacted
27 TANTAROS and TANTAROS allowed Ms. Perry to continue to send emails and make phone
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1 calls on her behalf. On May 18, 2015, Fawn Fuso from Innovative Business Affairs, emailed
2 TANTAROS to remind her about Ms. Perry's separation agreement and to arrange payment of
3 the commission payments. On May 19, 2015, TANTAROS informed Ms. Fuso she and her
4 attorney were waiting for written authorization as to her release and stated she would contact Ms.
5 Perry to get payments squared away once the legal issue surrounding IMG's waiver of the non-
6 compete clause was confirmed.

7 In February of 2016, TANTAROS' legal counsel terminated her relationship with
8 INNOVATIVE ARTISTS and Ms. Perry. In October of 2016, Fox terminated TANTAROS'
9 employment; TANTAROS received her last payment from Fox that month. In January of 2017,
10 INNOVATIVE ARTISTS, Ms. Perry, IMG, and WME entered into a Commission and Debt
11 Assignment Agreement, which confirmed TANTAROS was to pay INNOVATIVE ARTISTS
12 the 7% commission in connection with the Fox Employment Contract. INNOVATIVE ARTISTS
13 sent TANTAROS a copy of the Debt Assignment Agreement and demanded payment from
14 TANTAROS. TANTAROS has not paid IMG or INNOVATIVE ARTISTS in connection with
15 the Fox News Employment Contract from January of 2015 to the date of her termination –
16 October 2016.

17 Several issues arose between Fox and TANTAROS after the Fox Employment Contract
18 was signed, which TANTAROS expected Ms. Perry to resolve. First, Fox did not hire the shared
19 assistant provided for in the Fox Employment Contract. Second, TANTAROS testified she
20 experienced sexual harassment from Roger Ailes and Bill O'Reilly¹. TANTAROS blames Ms.
21 Perry for failing to address the harassment with Fox executives. At TANTAROS' request,
22 PERRY placed phone calls and sent emails to Fox executives inquiring about and pushing for
23 TANTAROS' assistant but no resolution was obtained. Third, TANTAROS was pulled from her
24 spot in *The Five*, a prime time show that was number one in its time slot for cable television
25 ratings. She was placed in *Outnumbered*, a show that aired at noon and was 15th in the ratings.

26 _____
27 ¹ TANTAROS testified to meeting with Roger Ailes on several occasions during which Roger Ailes asked for a kiss
28 and hug from TANTAROS, asked her to turn around so he could get a better look at her, and asked her to sit on his
lap. She also testified Bill O' Reilly invited her to his beach house on one occasion.

1 TANTAROS felt the demotion was in retaliation of her complaints against sexual harassment.
2 TANTAROS instructed Ms. Perry to find out why she was demoted and felt everything that went
3 wrong was a result of Ms. Perry's inadequacy.

4 TANTAROS acknowledges she did not pay commissions for the salary she earned from
5 January 2015 to October 2016. She argues INNOVATIVE ARTISTS is not entitled to
6 commissions on the Fox Employment Contract for a number of reasons, first of which because it
7 did not result from new employment procured by Ms. Perry. According to TANTAROS, she was
8 already working for Fox and she provided Ms. Perry all the talking points so that all Ms. Perry
9 had to do was deliver TANTAROS' demands to Fox. TANTAROS testified she did her own
10 research to find out how much she should earn and put together a deal she emailed to Ms. Perry
11 that specified what other people were making on the show, in other networks, and what she
12 should be making based on the ratings she was generating. TANTAROS testified she was
13 already a successful host at Fox several years before she hired Ms. Perry, and believed Fox did
14 not want to lose her. In TANTAROS' opinion, Ms. Perry's job was not so much to negotiate as it
15 was to simply convey her demands to Fox.

16 Ms. Perry and INNOVATIVE ARTISTS dispute TANTAROS characterization of the
17 relationship and the work performed. TANTAROS interviewed a number of agents, including
18 Ms. Perry, to represent her at Fox in re-negotiating the contract. At the time, Ms. Perry
19 represented other talent at Fox and had a good relationship with the network. Following the
20 renegotiation, TANTAROS expressed gratitude, stating in a note, "Babette, I'm truly grateful for
21 all of your hardwork on the deal. You're an incredible agent..." Ms. Perry and INNOVATIVE
22 ARTISTS argue Ms. Perry procured the contract and are owed commissions accordingly.

23 Second, TANTAROS argues INNOVATIVE ARTISTS is not entitled to commissions on
24 the Fox Employment Contract because of the alleged sexual harassment at Fox. TANTAROS
25 argues Ms. Perry breached her duty as a licensed talent agent by sending her to a work
26 environment which adversely affected her health, safety, and welfare in violation of Labor Code
27 section 1700.33. TANTAROS presented no evidence that Ms. Perry knew about the sexual
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1 harassment, but asked the Labor Commissioner to infer knowledge based on Ms. Perry's
2 relationship with Fox and representation of other talent, as well as various sexual harassment
3 lawsuits in recent years. Ms. Perry disputes that she was aware of any sexual harassment,
4 testifying that she did not receive complaints and, in fact, only heard positive things from her
5 other talent. Ms. Perry also argued that the lawsuits filed against Fox for sexual harassment
6 occurred in 2016, well after she negotiated the Fox Employment Contract.

7 Finally, TANTAROS argues INNOVATIVE ARTISTS is not entitled to commissions on
8 the Fox Employment Contract because Ms. Perry breached her contract by failing to procure
9 other employment; by turning a blind eye to sexual harassment; by failing to enforce the specific
10 terms of the Fox Employment Contract with regards to the personal assistant, refusal to promote
11 her via media or press, and by refusing to build out a website and digital presence, among other
12 things. TANTAROS argues these issues amounted to a breach by Ms. Perry of her fiduciary duty
13 as TANTAROS' agent, thereby rendering any commissions owed to INNOVATIVE ARTISTS
14 null and void. Ms. Perry conceded that she did not procure additional work for TANTAROS, but
15 she did explore other opportunities that never came to fruition. As detailed above, Ms. Perry
16 disputes that she breached her fiduciary duty with regards to the allegations of sexual harassment
17 at Fox. Ms. Perry concedes that she was unsuccessful in her effort to hire an assistant for
18 TANTAROS. Ms. Perry argues that none of these issues amount to a breach.²

19 III. ISSUES

20 1. Did INNOVATIVE ARTISTS "procure employment" for TANTAROS within the
21 meaning of Labor Code section 1700.4(a) by renegotiating TANTAROS' employment contract?

22 2. Did INNOVATIVE ARTISTS' actions and/or omissions amount to a breach of its
23 duty as a licensed talent agency to provide for the health, safety and welfare of TANTAROS
24 pursuant to Labor Code section 1700.33?

25 _____
26 ² TANTAROS testified that she used the services of her attorney to confirm her release from IMG and to terminate
27 Ms. Perry and INNOVATIVE ARTISTS, and to file unrelated lawsuits against Fox. TANTAROS provided no
28 explanation as to why Ms. Perry, her talent agent, was responsible for these contract issues, or why she did not retain
attorneys to do so on her behalf.

1 3. Did INNOVATIVE ARTISTS' actions/and or omissions constitute a material breach
2 of the implied covenant of good faith and fair dealing in an agency relationship thereby
3 rendering any commissions owed to INNOVATIVE ARTISTS null and void?

4 **IV. LEGAL ANALYSIS**

5 INNOVATIVE ARTISTS is a “talent agency” within the meaning of Labor Code
6 §1700.4(a) and TANTAROS is an “artist” under Labor Code §1700.4(b). Labor Code §1700.23
7 provides that the Labor Commissioner is vested with jurisdiction over “any controversy between
8 the artist and the talent agency relating to the terms of the contract,” and the labor
9 Commissioner’s jurisdiction has been held to include the resolution of contract claims brought
10 by artists or agents seeking damages for breach of a talent agency contract. *Garson v. Div. of*
11 *Labor Law Enforcement* (1943) 33 Cal.2d 861, *Robinson v. Superior Court* (1950) 35 Cal.2d
12 379. Therefore, the Labor Commissioner has jurisdiction to determine this matter.

13 The burden of proof in actions before the Labor Commissioner is found at Evidence Code
14 section 115, which states, “[e]xcept as otherwise provided by law, the burden of proof requires
15 proof by a preponderance of the evidence.” Evidence Code §115. “[T]he party asserting the
16 affirmative at an administrative hearing has the burden of proof, including both the initial burden
17 of going forward and the burden of persuasion by preponderance of the evidence...” *McCoy v.*
18 *Bd. of Ret.* (1986) 183 Cal.App.3d 1044, 105-52. “[P]reponderance of the evidence
19 standard...simply requires the trier of fact’ to believe the existence of a fact is more probable
20 than its nonexistence.” *In re Michael G.* (1998) 63 Cal.App.4th 700, 709, fn.6.

21 **A. INNOVATIVE ARTISTS PROCURED EMPLOYMENT FOR TANTAROS BY** 22 **NEGOTIATION THE FOX EMPLOYMENT CONTRACT**

23 TANTAROS argues that Ms. Perry and INNOVATIVE ARTISTS are not entitled to
24 commissions because they did not procure employment, which TANTAROS had held for seven
25 years. TANTAROS argues that renegotiation of a pre-existing contract does not fall within the
26 definition of procuring employment under California law. Labor Code §1700.4(a) defines “talent
27 agency” as “a person or corporation who engages in the occupation of procuring, offering,
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1 promising, or attempting to procure employment or engagements for an artists or artists...”
2 Under the Talent Agencies Act, “procuring employment” is not limited to soliciting employment
3 or initiating contacts with employers. “Procurement” within the meaning of Labor Code section
4 1700.4(a) includes an active participation in a communication with a potential purchase or the
5 artist’s services...regardless of who initiated communication. *Hall v. X Management* TAC No.
6 19-90, pp.29-31. The term “procure,” as used in Labor Code § 1700.4(a), means “to get
7 possession of: obtain, acquire, to cause to happen or be done: bring about.” *Wachs v. Curry*
8 (1993) 13 Cal.App.4th 616, 628. The Labor Commissioner has long held procurement to include
9 the process of negotiating an agreement for an artist’s services. *Pryor v. Franklin*, TAC 17 MP
10 114.

11 TANTAROS argues Ms. Perry did not procure employment for her, but that she
12 essentially hand-delivered the deal to Ms. Perry to simply communicate. TANTAROS claims she
13 was already a successful host at Fox several years before she hired Ms. Perry, that her own hard
14 work justified her salary increase because she researched her “own worth,” crafted her entire
15 deal, and gave Ms. Perry all the talking points. However, TANTAROS did not simply find any
16 person to convey her demands. She interviewed a number of agents, selecting one with an
17 established and positive relationship with Fox. Despite TANTAROS’ attempt to minimize Ms.
18 Perry’s role, it is clear Ms. Perry’s initial purpose was to renegotiate TANTAROS’ Fox
19 Employment Contract and it is clear Ms. Perry completed that task. And, TANTAROS was
20 thankful, as evidenced by her note to Ms. Perry about her hard work and skill.

21 As a result of Ms. Perry’s negotiation efforts, TANTAROS received a higher rate of pay,
22 an increase for her wardrobe, a shared personal assistant, and car service. Even if TANTAROS
23 put together the deal and instructed Ms. Perry on the terms she requested, by TANTAROS’ own
24 testimony, Ms. Perry ultimately relayed and negotiated the terms of the contract. As such, Ms.
25 Perry’s work on the Fox Employment Contract can and should be considered procurement based
26 on existing law.

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1 **B. INNOVATIVE ARTISTS DID NOT BREACH ITS FIDUCIARY DUTY AS A**
2 **LICENSED TALENT AGENT PURSUANT TO LABOR CODE SECTION 1700.33**

3 TANTAROS argues that Ms. Perry and INNOVATIVE ARTISTS are not entitled to
4 commissions under the Fox Employment Contract because Ms. Perry breached her fiduciary duty
5 when she sent her to work at Fox because of the issues relating to sexual harassment in the workforce
6 which Ms. Perry knew or should have known about.

7 Under Labor Code section 1700.33, a talent agency has a duty to not send artists to
8 employment where that artist’s “health, safety, or welfare of the artist could be adversely affected,”
9 and places upon talent agents or agencies an explicit obligation to make a reasonable inquiry as to the
10 character of the locations to ascertain the risk. Lab. Code, § 1700.33; *Szarko v. Direct Models, Inc., a*
11 *California Corporation, dba L.A. DIRECT MODELS*, TAC Case No. 50639, p.10. In *Direct Models*,
12 the talent agency sent artists to a private Poker Party of 50-100 men, where the men offered at least
13 one artist illegal drugs, groped her aggressively, and asked her for presumably sexual favors in
14 exchange for cash tips. Direct Models sent the artists to the party without security to accompany
15 them and without any inquiry as to the women’s security at the party. *Id.*, pp. 12-13. The Labor
16 Commissioner found that Direct Models violated Labor Code section 1700.33, and found that a
17 reasonable inquiry is an essential part of the agent’s covenant with the artist and its negotiations with
18 the employer, and an agent’s failure to do so is a material breach of any agency agreement.

19 In her post-hearing brief, TANTAROS acknowledges the express language of Labor Code
20 section 1700.33 does not directly apply to her situation but urges the Labor Commission to expand
21 the meaning of Labor Code section 1700.33 to prohibit agents from keeping their clients in unhealthy
22 environments. TANTAROS hopes such a finding is an opportunity to make the much needed reform
23 that will afford more protections to artists while sending a message to agencies and agents who place
24 their own interests above their clients.

25 The Labor Commissioner finds this policy argument unavailing in the present case. Petitioner
26 did not violate Labor Code section 1700.33. TANTAROS has failed to demonstrate that Ms. Perry
27 knew or should have known that the environment at Fox posed a risk to TANTAROS’ health, safety
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1 or welfare. Ms. Perry did not send TANTAROS to Fox. As TANTAROS herself has made clear, she
2 was working at Fox when she hired Ms. Perry. In fact, she had been working at Fox for
3 approximately seven years prior to Ms. Perry’s involvement. TANTAROS initially hired Ms. Perry
4 for one specific purpose – to renegotiate her employment contract, not for her departure or transfer.
5 TANTAROS wished to remain a co-host of *The Five* but she knew she was worth more money and
6 needed representation in negotiating a higher salary.

7 TANTAROS argued Ms. Perry was fully aware of the work environment because she
8 represented other talent at Fox. But, Ms. Perry credibly testified she did not receive complaints and,
9 in fact, only heard positive things from her other talent. Ms. Perry also testified the lawsuits filed
10 against Fox for sexual harassment occurred in 2016, well after she negotiated the Fox Employment
11 Contract. This does not mean a talent agent does not have an ongoing fiduciary duty to a client -
12 especially in a case like *Direct Models* where the nature of the work required the respondent to
13 ascertain the safety of the talent for every job booked. Here, however, TANTAROS failed to meet
14 her burden to establish Ms. Perry knew or should have known TANTAROS was in an unsafe
15 working environment.

16 **C. INNOVATIVE ARTISTS DID NOT BREACH THE IMPLIED COVENANT OF**
17 **GOOD FAITH AND FAIR DEALING IN AN AGENCY RELATIONSHIP**

18 TANTAROS asks the Labor Commissioner to find that Ms. Perry breached her contract
19 because Ms. Perry failed to procure other work and failed to address outstanding issues within
20 the Fox Employment Contract. However, any perceived failures by Ms. Perry fall short of breach
21 of contract.

22 The wrongful, i.e., the unjustified or unexcused, failure to perform a contract is breach.
23 *See Rest.2d, Contracts §235(2).* Ordinarily, a breach is the result of an intentional act, but
24 negligent performance may also constitute a breach, giving rise to alternative contract and tort
25 actions. *See Witkin 11th Ed. Contracts §872 citing Cal.Proc.5th, §§ 158, 159.* Any breach, total
26 or partial, that causes a measurable injury, gives the injured party a right to damages as
27 compensation therefor. *See Brawley v. J.C. Interiors (2008) 161 C.A.4th 1126, 1134* quoting
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1 *Borongonovo v. Henderson* (1960) 182 C.A.2d 220, 231. The important questions, however, is
2 whether a particular breach will also give the injured party the right to refuse further performance
3 on his or her own part, i.e., to terminate the contract. The test is whether the breach is material,
4 and a total or complete breach is of course material and grounds for termination by the injured
5 party. *See* Witkin 11th ed. Contracts §877. The law is well-settled that a person is not entitled to
6 rescind or abandon a contract for an alleged breach of that contract when the breach does not go
7 to the root of consideration. *See Karz v. Department of Professional Vocational Standards* (1936)
8 11 C.A.2d 554,557, quoting *Walker v. Harbor Business Blocks Co.*, 181 Cal. 773, 186 P. 356; 13
9 C.J. 614 § 664. Consideration may be an act, forbearance, change in legal relations, or promise.
10 *See* Rest.2d, Contracts §71(3).

11 Here, the Agency Agreement was the only contract between INNOVATIVE ARTISTS
12 and TANTAROS. The primary purpose of and responsibility under the terms of the Agency
13 Agreement was – within the meaning of Labor Code §1700.4 – for the talent agency to procure
14 employment or engagements for TANTAROS. Ms. Perry fulfilled her primary responsibility in
15 negotiating a more favorable employment contract for TANTAROS. There was no contract
16 requiring Ms. Perry to obtain other employment, although Ms. Perry did attempt to do so, albeit
17 unsuccessfully. TANTAROS was unhappy with Ms. Perry’s performance and felt Ms. Perry was
18 an incompetent agent who squandered her deals. The evidence established here however, did not
19 rise to the level of a material breach.

20 TANTAROS further argues INNOVATIVE ARTISTS breached its fiduciary duty by
21 failing to assist her when Fox breached the Fox Employment Contract. Specifically,
22 TANTAROS argues Ms. Perry failed to assist her with her exposure to a hostile work
23 environment, retaliation, sexual harassment, Fox’s refusal to provide TANTAROS with an
24 assistant, refusal to promote her via media or press, and refusal to build out a website and digital
25 presence, among other things. TANTAROS alleges Ms. Perry opted to protect her image instead
26 of fulfilling her role as her agent. Other than TANTAROS’ self- serving testimony, it is unclear
27 that TANTAROS asked Ms. Perry to take any actions on her behalf regarding her allegations of
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1 sexual harassment and retaliation. It was, however, clear through testimony and emails that Ms.
2 Perry did contact Fox management and executives to push for the fulfilment of the agreements
3 contained in the Fox Employment Contract, for example the hiring of an assistant for
4 TANTAROS.

5 It is the role of a transactional attorney to verify that a contract's terms purport what they
6 are supposed to say, and it is the role of litigation counsel to fight when a party does not abide by
7 the contract. *Jones v. William Morris Agency and William Morris Endeavor Entertainment, LLC*.
8 TAC No. 16396, p. 13. The expectation TANTAROS placed on Ms. Perry to resolve Fox's
9 breach of the terms of the Fox Employment Agreement, does not fall within the purview of a
10 talent agent.

11 TANTAROS used the services of her attorney to confirm her release from IMG and to
12 terminate Ms. Perry and INNOVATIVE ARTISTS. It is unclear why she didn't engage her
13 counsel to enforce the terms of the Fox Employment Agreement or to advise her regarding her
14 claims of sexual harassment and retaliation. Ms. Perry was TANTAROS' talent agent – not her
15 attorney. TANTAROS failed to meet her burden that Ms. Perry violated Labor Code section
16 1700.33, and, consequently, fails to establish Ms. Perry breached her fiduciary duty by placing
17 TANTAROS in an unsafe working environment.

18 As to all allegations of breach of fiduciary duty, Ms. Perry's conduct does constitute a
19 material breach.

20 V. ORDER

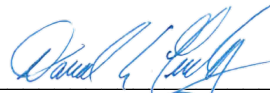
21 For the above-stated reasons, IT IS HEREBY ORDERED Petitioner INNOVATIVE
22 ARTISTS BROADCAST DIVISION, LLC, a California limited liability Corporation; and
23 INNOVATIVE ARTISTS TALENT AND LITERARY AGENCY, Inc., a California
24 corporation are entitled to 7% commission for earnings connected with the Fox Employment
25 Agreement and interest calculated at 10% per annum through the date of satisfaction of the
26 award.

27 Based upon the testimony of Ms. Tantaros at the hearing, Ms. Tantaros was paid
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1 \$750,000 a year under the Fox Employment Agreement that forms the basis for the Labor
2 Commissioner Award. Seven percent of \$750,000 is \$52,500. To calculate what is due in interest
3 between October 31, 2016, and October 5, 2023, we apply a daily interest rate of \$14.38
4 (\$52,500 divided by 365 = \$143.83 x .10 = \$14.38 per day. There are 2530 days in which interest
5 is owed (October 31, 2016-October 5, 2023). 2530 x \$14.38 = \$36,381.40 (interest) + \$52,500
6 (7% commissions). Thus, Innovative Artists is entitled to commissions in connection with the
7 Fox News Agreement from Andrea Tantaros in the amount of \$88, 881.40.

8
9 Respectfully submitted,

10 Dated: 10/25/2023



11 David L. Gurley, Esq. on behalf of Jessenya Y.
12 Hernandez, Esq., Attorney for the Labor
13 Commissioner

14 ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER:

15
16 Dated: 10/24/2023



17 Lilia Garcia-Brower, Labor Commissioner