

PATRICIA SALAZAR, State Bar No. 249935
STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS ENFORCEMENT
320 W. 4th Street, Suite 600
Los Angeles, California 90013
Telephone: (213) 897-1511
Facsimile: (213) 897-2877

Attorney for the State Labor Commissioner

BEFORE THE LABOR COMMISSIONER
OF THE STATE OF CALIFORNIA

AMANDA TATARYN,

Petitioner,

v.

MICHAEL SCHERER, an individual; CESAR
BARROSO, an individual; and DOES 1-10,
inclusive,

Respondents.

Case No. TAC-52818

(Consolidated with TAC Case Nos. 52819,
52820, 52821, 52822, 52823, 52824, 52825,
52826, 52827)

DETERMINATION OF CONTROVERSY

I. INTRODUCTION

On June 5-7, 2023, the above-captioned matter, a Petition to Determine Controversy under Labor Code section 1700.44, came before the undersigned attorney for the Labor Commissioner assigned to hear this case. Petitioners AMANDA TATARYN, PALONIA OLSON, TATIANA GLOTOVA, ANNANOEL OLSON, KSENIA ISLAMOVA, AZIZI DONNELLY, KRISTINA COCOLI, KSENIA KOMLEVA, MASHA BEBRIS, and ESTELLA TARCHOKOVA (collectively, “Petitioners”)¹ appeared and were represented by Timothy A. Hall of the Law Offices of Timothy Hall. Respondent MICHAEL SCHERER, an individual (“Scherer”), appeared and was represented by Isaac L. St. Lawrence of McMURTREY, HARTSOCK, WORTH, & ST. LAWRENCE. Respondent CESAR BARROSO, an individual (“Barroso”), failed to appear at the hearing.

Petitioners and Scherer submitted their post-hearing briefs on August 7, 2023. The matter was taken under submission. Due consideration having been given to the testimony, documentary evidence and arguments presented, the Labor Commissioner hereby adopts the following determination (“Determination”).

II. FINDINGS OF FACT

1. Petitioners are models as included in the definition of “artist” pursuant to Labor Code section 1700.4(b).

2. Scherer was the sole owner of Hollywood Model Management, Inc. (“HMM”). Subject to a time lapse in 2013, HMM was a licensed talent agency with the Labor Commissioner from February 19, 2012 to December 19, 2018.

3. While Scherer was owner of HMM, he hired Agris Blaubuks (“Blaubuks”) as a talent agent and later promoted him to Director. Scherer also hired Barroso as an employee who first designed graphics for the company but later became the office manager and accountant.

The Transfer of Ownership of HMM to Barroso and Blaubuks

4. On August 14, 2018, Scherer sold his ownership interests in HMM to Blaubuks and

¹ Per the Hearing Officer’s *Order Re: Pre-Hearing Conference*, issued March 29, 2023, the Hearing Officer ordered TAC Case Nos. 52818 to 52827 consolidated and that subsequent documents be filed under the lead case, TAC Case No. 52818, *Amanda Tataryn, an individual, v. Michael Scherer, an individual, et al.*

1 Barroso. As part of the transaction, Scherer, Barroso, and Blaubuks executed sales documents, which
2 included Scherer's resignation letter from HMM dated August 14, 2018.

3 5. On August 16, 2018, Blaubuks and Barroso filed a Statement of Information with the
4 California Secretary of State for HMM indicating Blaubuks was the chief executive officer of HMM
5 and Barroso its secretary and chief financial officer.

6 6. As part of the transaction, Scherer transferred 100% of the issued and outstanding
7 stock of 1,000 shares to Blaubuks and Barroso. Blaubuks and Barroso further purchased all HMM
8 assets, including funds available in HMM's bank accounts, goodwill and accounts receivable.

9 7. On November 9, 2018, Blaubuks, as President of HMM, and Barroso, as Secretary, of
10 the same, filed a Certificate of Amendment of Articles of Incorporation with the California Secretary
11 of State changing the name of HMM to Meraki Management, Inc.²

12 8. After the sale to Blaubuks and Barroso on August 14, 2018, Scherer had no authority
13 over the employees or the models, made no payments for HMM/Meraki, did not schedule
14 employment opportunities for the models, or exercise control over HMM/Meraki. The employees
15 who first worked under Scherer while he was the owner of HMM transitioned to work for Blaubuks
16 and Barroso after the sale. After the sale date, these employees considered Blaubuks and Barroso the
17 owners of HMM/Meraki and their supervisors.

18 9. HMM/Meraki was a licensed talent agency with the Labor Commissioner from
19 December 20, 2019 to December 19, 2020. However, HMM/Meraki was not licensed as a talent
20 agency with the Labor Commissioner from December 20, 2018 to December 19, 2019 or after
21 December 20, 2020.

22 **The Exclusive Representation Agreement**

23 10. Scherer introduced an *Exclusive Representation Agreement* ("Agreement"), which
24 was stamped as approved by the Labor Commissioner on February 24, 2017. Section 6 of the
25 Agreement, referred to as "Expenses," provides the model "shall be responsible for all costs
26

27 ² Most Petitioners worked for HMM while owned by Scherer, and later, HMM and Meraki after the agency's
28 name change when Barroso and Blaubuks purchased the agency. Thus, this Determination will refer to the
agency as HMM/Meraki when discussing it after the purchase on August 14, 2018.

1 attributable to all of Model's activities in the Entertainment Industry including, but not limited to,
2 the cost of materials (e.g., comp cards, portfolio materials, headshots . . . transportation . . ." Section
3 6 references an "Exhibit A," "attached" to the Agreement, which purported to set forth "a sample" of
4 the expenses the talent agency may advance to Petitioners but which Petitioners would ultimately
5 pay back to the talent agency.

6 11. The referenced document, correctly identified as Appendix A, listed "HMM
7 Expenses," which the agency expected Petitioners to be responsible for, including, as relevant here:

- 8 a. "Comp Cards - \$65 for 50 or \$130 for 100"
9 b. "Website and package Fee; Women - \$425 per calendar year"
10 c. "Advanced Flights – Cost of Flight"

11 12. Appendix A was not stamped as approved by the Labor Commissioner nor did
12 Scherer provide any Schedule of Fees separate from the Agreement that included the above
13 expenses.

14 **The HMM or HMM/Meraki Expenses**

15 13. A comp card, or what was also referred to as "Multimedia – Comp Cards," was a
16 model business card with the model's picture. These cards were provided to HMM or HMM/Meraki
17 clients for the purpose of casting the models for future jobs.

18 14. The "Multimedia – Web Fee," or "Multimedia – Annual Web Fee," was an annual fee
19 of \$425 Petitioners were billed to be included on the agency's website.

20 15. In addition to these "multimedia" related fees, Petitioners were also charged or had
21 deducted from their earnings the cost of pictures from casting agencies or what some Petitioners
22 referred to as "test shoots." A test shoot was when a model paid a photographer for a photo session
23 so these pictures could be added to their portfolio. HMM/Meraki could use these pictures as part of
24 their efforts to promote the models.

25 16. Petitioners could also be charged for airplane tickets, "travel booking fees," or the
26 costs of Lyft or Uber transportation or have these costs deducted from their earnings.

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HMM's/Meraki's Commissions Structure under Barroso and Blaubuks

17. Each Petitioner had a "mother agent," who would connect each petitioner to HMM or HMM/Meraki to help them obtain representation by the agency and modeling employment opportunities which the agency would procure.

18. As part of their commission structure, HMM or HMM/Meraki would charge Petitioners a 20 percent commission of their earnings for jobs the agency procured. HMM or HMM/Meraki would keep 10 percent of that commission while the remaining 10 percent was distributed to Petitioners' mother agents.

The HMM/Meraki Financial Statements

19. After Barroso and Blaubuks purchased the talent agency, they started using a different program from the one Scherer used while he was the owner of HMM. This new program, called Mediaslide, was used to create financial statements for each model. Specifically, Barroso, who was Chief Financial Officer of HMM/Meraki, prepared the financial statements.

20. Each HMM/Meraki financial statement prepared for Petitioners began with a "Summary" on the first two pages with a corresponding time period. The financial statements would cover anywhere from a two-week, two-month, to time periods ranging between multiple months to multiple years. For example, Petitioner Tataryn received a financial statement with a period of January 1, 2020 to February 25, 2020. Petitioner Islamova received a financial statement dated January 1, 2019 to September 17, 2019 whereas Petitioner Komleva received a financial statement dated January 1, 2017 to August 10, 2020. There appeared to be no rationale, explanation or understanding regarding the different time periods that corresponded to each financial statement Petitioners received.

21. The "Summary" section in the financial statements included six additional sections, which may have a corresponding monetary amount next to them. The corresponding monetary amounts, if any, were explained via a more detailed breakdown provided in the following pages of the financial statements. These sections are summarized as follows:

a. **Section 1. Invoices paid.** The financial statements explained this section as

“(fees and agreed expenses) added to your account in the period.” This section included a “Booking Date,” followed by the date for which the modeling job was scheduled, a description of the job, and a model’s gross and net amounts paid. The Booking Dates listed on each financial statement may have been for dates that corresponded to the period reflected on each statement or for jobs procured prior to the period reflected on the statement. For example, HMM/Meraki provided Petitioner Cocoli with a financial statement dated January 1, 2020 to January 15, 2020, but included an “Invoices paid” section with modeling jobs procured from October 1, 2018 to September 16, 2019. The “Invoices paid” section reflects what HMM/Meraki clients paid the agency for a model’s services. However, it is unclear whether the jobs listed under this section were ultimately paid to the model.

b. **Section 2. Payments.** The financial statements explained this section as those amounts paid to a model during the period reflected on the statement. Petitioners’ financial statements varied from showing no payments in that period to Petitioners receiving payments for jobs performed months to years prior to the dates on the financial statement. For example, HMM/Meraki provided Petitioner Cocoli with another financial statement dated January 1, 2015 to June 10, 2020. On this statement, HMM/Meraki claims to have paid Petitioner \$14,051.34 on February 20, 2019 for approximately 51 modeling jobs which were booked beginning in 2017. HMM/Meraki deducted expenses from Petitioners’ final payments. For example, in Petitioner Cocoli’s same January 1, 2015 financial statement, her purported payment of \$14,051.34 had already deducted expenses like the “Multimedia – Web Fee,” “Multimedia – Comp Cards,” or a travel-related fees. Petitioners’ “Model Gross” and “Model Net” payment amounts were always identical, and often provided no detailed breakdown of the exact date HMM/Meraki claimed the expenses were incurred, the specific amount deducted from Petitioners’ earnings, or the specific amounts deducted for commissions earned.

c. **Section 3. Chargebacks.** Similar to the types of expenses listed above, “Chargebacks” were amounts deducted from Petitioners’ outstanding payments owed.

d. **Section 4. Advances.** The financial statements included any advances HMM/Meraki purported to provide Petitioners during the time frame reflected on the financial

1 statement. For certain advances, Petitioners were charged a flat five percent interest rate.

2 e. **Section 1042 Withholding.** This item is described on the financial statements
3 as a “deduction which we have been required to make on your behalf.” Scherer testified this
4 deduction is related to federal income tax guidelines.

5 f. **Fees due.** The financial statements described this section as “[i]nvoices which
6 related to you for which we are awaiting payment.” This section included a “Booking Date,”
7 description of the job, “Model Gross” and “Model Net” payments. The parties testified it was not
8 uncommon for clients to pay their fees late. However, the parties’ testimony regarding how long it
9 took a client to make a late payment varied from several weeks, to months, to over one year, or two
10 years or longer according to many of Petitioners’ financial statements. For example, Petitioner
11 Islamova’s financial statement, dated January 1, 2019 to September 17, 2019, included a “Fees due”
12 section for jobs HMM/Meraki procured for her beginning in August 2018 but which HMM/Meraki
13 claimed it was still awaiting payment.

14 22. Petitioners’ financial statements also included a “Balance Available,” which showed
15 the amount an HMM/Meraki client paid the agency and the amount available to be paid to
16 Petitioners. The “Balance Available” did not mean, however, that HMM/Meraki paid this amount to
17 Petitioners based on the date of the financial statement.

18 23. Petitioners’ financial statements ended with a “Balance Due,” which reflected the
19 total amount HMM/Meraki would owe Petitioners when all client invoices were paid.

20 24. Petitioners testified their financial statements were unreliable, inconsistent, or
21 inaccurate for several reasons including that they did not list all modeling jobs Petitioners worked,
22 payments on certain financial statements were not made as HMM/Meraki represented, and disputes
23 existed regarding the expenses or chargebacks listed on the financial statements. In addition,
24 Petitioners questioned the agency’s practice of paying them in lump sum amounts, some of which
25 included payments in significantly low amounts after expenses were deducted for jobs Petitioners
26 worked one to three years prior and/or after Petitioners worked numerous jobs.

27 25. All amounts listed in the “Invoices paid,” “Payments,” and “Fees due” sections of
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1 HMM's/Meraki's financial statements were after deductions for HMM's/Meraki's 20 percent
2 commission.

3 **Petitioner Amanda Tataryn (or "Tataryn")**

4 26. Tataryn began working as a model with HMM in 2014 and stopped around 2018 to
5 take on an employee position with the agency. In 2020, she resumed modeling as part of her role
6 with HMM/Meraki.

7 27. Tataryn worked four modeling jobs from January 23, 2020 to February 24, 2020,
8 totaling at least \$3,466.66. Tataryn was not paid for any of these jobs.

9 28. On January 1, 2020, Tataryn was billed a chargeback of \$425 for the multimedia
10 annual web fee.

11 29. In September 2020 through December 2020, Tataryn contacted Barroso, Blaubuks,
12 and other HMM/Meraki employees regarding the outstanding payments owed to her.

13 **Petitioner Palonia Olson (or "P. Olson")**

14 30. P. Olson began working as a model with HMM in 2018. Her last job was with
15 HMM/Meraki in approximately November 2020.

16 31. In July and October 2019 and again in January and March 2020, HMM/Meraki billed
17 P. Olson \$835 for the multimedia annual web fee, comp cards, the cost of photographs for casting
18 purposes, and a test shoot.

19 32. P. Olson worked at least four jobs in November 2019 and January and February 2020
20 totaling \$2,196.66. P. Olson was not paid for these jobs. In 2020 and 2021, P. Olson contacted
21 Barroso and other HMM/Meraki employees about the outstanding payments owed to her. Barroso
22 admitted to her on at least one occasion that HMM/Meraki owed her approximately \$2,200.

23 33. HMM/Meraki procured employment for P. Olson between May 2019 to December 2,
24 2019 and collected at least \$1,066 in commissions for these jobs. During this time, HMM/Meraki
25 was not licensed as a talent agency with the Labor Commissioner.

26 **Petitioner Tatiana Glotova (or "Glotova")**

27 34. Glotova began working as a model with HMM in September 2017. She stopped
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1 working with HMM/Meraki in approximately February 2021.

2 35. Between June 2019 and January 2020, HMM/Meraki billed Glotova approximately
3 \$535 in chargebacks for the costs of photographs, the annual multimedia website fee, and comp
4 cards. Glotova was also billed a chargeback for the cost of roundtrip travel from Los Angeles to San
5 Francisco taken on or around June 24, 2019. Separately, in May 2020, HMM/Meraki deducted from
6 Glotova's earnings \$490 in expenses for comp cards and the multimedia annual website fee. The
7 agency also deducted from her earnings the costs of Uber and Lyft transportation.

8 36. In May and June 2019, HMM/Meraki procured employment for Glotova while
9 unlicensed as a talent agency and received at least \$913.33 in commissions.

10 37. Glotova testified the financial statements she received did not include six jobs
11 HMM/Meraki procured for her in 2021 totaling about \$6,100 for which she was not paid. In 2021, as
12 an unlicensed talent agency, HMM/Meraki collected an additional \$1,220 in commissions for these
13 jobs, resulting in \$4880 owed to Glotova.

14 38. In October through December 2020, Glotova contacted Barroso about her outstanding
15 payments.

16 **Petitioner Annanoel Olson (or "A. Olson")**

17 39. A. Olson worked as a model for HMM/Meraki in 2020.

18 40. A. Olson's financial statement indicates she worked three jobs between June 2020 to
19 August 2020 for a total of \$2,130 which the agency's clients paid but which the agency did not pay
20 her. A. Olson testified she worked another job in 2020 not reflected in the financial statement for a
21 total outstanding balance of \$2,730.

22 41. The evidence presented did not demonstrate A. Olson was billed for chargebacks or
23 had expenses deducted from her earnings.

24 **Petitioner Ksenia Islamova (or "Islamova")**

25 42. Islamova worked as a model for HMM beginning in January 2017. Her last job with
26 HMM/Meraki was in January 2020.

27 43. On August 29, 2019, Islamova was charged a five percent service charge of \$250 for
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1 an advance HMM/Meraki provided her.

2 44. On January 1, 2020, HMM/Meraki billed Islamova a chargeback of \$425 for the
3 multimedia annual website fee.

4 45. In August and September 2019, during the time it was an unlicensed talent agency,
5 HMM/Meraki procured employment for Islamova on at least 17 different occasions, resulting in a
6 total of \$3,600 in commissions for the agency.

7 46. On January 18, 2020, HMM/Meraki paid Islamova via check for jobs procured in the
8 amount of \$9,975 but the check was declined due to insufficient funds.

9 47. In June 2020, Islamova provided Barroso with a list of 11 jobs not reflected on her
10 financial statements and for which she had not been paid. The total amount Islamova is owed for the
11 11 jobs is \$21,300. In November 2020, Barroso appeared to confirm the same understanding when
12 he emailed Islamova indicating she had "\$20,290" due to her. Based on her correspondence with
13 Barroso, HMM/Meraki procured these jobs beginning in August 2019 through January 2020, with
14 nine of those jobs procured during the time HMM/Meraki was not a licensed talent agency. During
15 the time HMM/Meraki procured these nine jobs, it collected a total of approximately \$3,660 in
16 additional commissions.

17 **Petitioner Azizi Donnelly (or "Donnelly")**

18 48. Donnelly began working as a model with HMM in April 2017. She stopped working
19 with HMM/Meraki in early 2020.

20 49. In January 2020, Donnelly was billed a chargeback of \$425 for the multimedia annual
21 website fee. In February and March 2020, she was also billed a total of \$1,180.51 for a travel
22 booking fee and airfare for two trips she testified to not taking.

23 50. On August 14, 2019 and December 13, 2019, HMM/Meraki procured employment
24 for Donnelly during the period it was not licensed resulting in a total of at least \$383.54 in
25 commissions for the agency.

26 51. In her January 1, 2020 financial statement, HMM/Meraki represented to Donnelly
27 that a job she performed for the agency's client, Frilly, was listed as "Fees Due" in the amount of
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1 \$2,000. However, Donnelly testified this client used her images for the job she performed, which
2 meant the client paid HMM/Meraki for Donnelly's services but HMM/Meraki failed to pay
3 Donnelly. On January 11, 2020, Donnelly contacted Barroso and Blaubuks about outstanding
4 payments for three other jobs totaling \$3,733.60. Like her job with Frilly, Donnelly testified she
5 knew these three clients paid HMM/Meraki because they used her images for the jobs she
6 performed.

7 52. In 2020 and early 2021, Donnelly contacted Barroso and/or Blaubuks on several
8 occasions about her unpaid earnings.

9 53. On April 19, 2022, Donnelly signed a release, dismissing and discharging Scherer
10 from all claims in this matter.

11 **Petitioner Kristina Cocoli (or "Cocoli")**

12 54. Cocoli began working as a model with HMM in 2017 and stopped working with
13 HMM/Meraki in early September 2019.

14 55. In May and September 2019, HMM/Meraki billed Cocoli chargebacks for the cost of
15 two roundtrip airline tickets. In January 2020, HMM/Meraki billed Cocoli a chargeback of \$425 for
16 the multimedia annual website fee.

17 56. On May 23, 2019, June 19, 2019, and September 16, 2019, HMM/Meraki procured
18 employment for Cocoli during the period it was not licensed as a talent agency resulting in a total of
19 at least \$980 in commissions for the agency.

20 57. Cocoli or her mother agent contacted Barroso, Blaubuks, and/or other HMM/Meraki
21 employees multiple times throughout 2020 regarding her outstanding payments.

22 58. On January 16, 2020, Barroso admitted that HMM/Meraki owed Cocoli \$48,891.40
23 for worked performed as of that date. On or around August 16, 2020, Cocoli wrote to an
24 HMM/Meraki employee via email that Barroso made one payment of \$10,000. On September 16,
25 2020, Cocoli's mother agent confirmed with Barroso that Cocoli received another payment of
26 \$5,000. The remaining balance for unpaid jobs after these payments is \$33,891.40.

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1 **Petitioner Ksenia Komleva (or “Komleva”)**

2 59. Komleva began working as a model with HMM in November 2017. She stopped
3 working with HMM/Meraki in early August 2020.

4 60. From July 2019 to January 2020, HMM/Meraki billed Komleva \$595 in chargebacks
5 for multimedia comp cards and annual website fee, as well as the cost of photographs for casting
6 purposes. In June 2020, HMM/Meraki deducted the costs of Uber transportation from Komleva’s
7 earnings.

8 61. From May 2019 to December 2019, HMM/Meraki procured employment for
9 Komleva during the period the talent agency was not licensed, resulting in a total of at least
10 \$3450.67 in commissions for the agency.

11 62. In approximately September 2019, HMM/Meraki did not pay Komleva for a job with
12 the agency’s client, Honey Punch, for a job totaling \$800 albeit Honey Punch’s confirmation to
13 Komleva that it paid the agency.

14 63. In or around July 2020, Komleva asked Barroso about several unpaid jobs.

15 **Petitioner Masha Bebris (or “Bebris”)**

16 64. Bebris began working as a model with HMM in June 2017 and stopped working with
17 HMM/Meraki in March 2020.

18 65. In January 2020, HMM/Meraki billed Bebris a total of \$1658.76 in chargebacks for
19 the multimedia annual website fee, a travel booking fee, and the cost of airfare for travel. The
20 purpose of this travel was for Bebris to visit her family in Europe and not for the purpose of
21 traveling for a model shoot or other modeling employment. In February 2020, Meraki deducted \$65
22 from Bebris’s earnings for expenses related to multimedia comp cards. HMM/Meraki also deducted
23 travel-related expenses, *e.g.*, Uber transportation, from Bebris’s earnings.

24 66. Bebris testified HMM/Meraki owes her \$400 for a job the agency procured on March
25 8, 2020 for a client named Christian Cowan.

26 **Petitioner Estella Tarchokova (or “Tarchokova”)**

27 67. Tarchokova first began working as a model with HMM in March 2017. Her last job
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1 with HMM/Meraki took place on February 12, 2019.

2 68. HMM/Meraki deducted expenses from Tarchokova's earnings including for the
3 multimedia web fee and comp cards. The last reported deductions from Tarchokova's earnings based
4 on the evidence presented were in December 2018 and January 2019.

5 69. As part of its practice, HMM/Meraki also billed Tarchokova for chargebacks on
6 multiple items. The last chargeback HMM/Meraki billed Tarchokova occurred on April 1, 2019.

7 **Barroso's Communications with Petitioners**

8 70. In November 2020, Barroso emailed multiple Petitioners explaining the agency was
9 unable to make payments or provide updates to Petitioners regarding their "particular finances."
10 Barroso indicated that HMM/Meraki would continue to make payments due to Petitioners and
11 "release a detailed plan" allowing Petitioners and their mother agents to know when they would be
12 paid for their jobs. Barroso signed this email as Chief Operations Officer for HMM/Meraki.

13 **Relevant Procedural Background**

14 71. On March 29, 2023, the undersigned issued an *Order Re: Pre-Hearing Conference*
15 ("Order") regarding several issues. Per the Order, the undersigned issued the following findings:

16 a. The granting of Petitioners' request to dismiss six previously named
17 respondents on all Petitions to Determine Controversy.

18 b. The Hearing Officer's dismissal of Respondent Meraki Management, Inc, a
19 corporation, from all Petitions to Determine Controversy after Petitioners failed to properly serve
20 this corporation.

21 c. The Hearing Officer's conclusion that service of all Petitions to Determine
22 Controversy on Barroso was proper, Barroso remained a respondent in all TAC cases, and any
23 liability as to Barroso would be based on evidence presented at the hearing rather than based on a
24 request for an entry of default.

25 d. Dismissal of Blaubuks as a named respondent after this office was made
26 aware that Blaubuks filed a Chapter 7 Bankruptcy with the United States Bankruptcy Court, Central
27 District of California. During the pre-hearing conference held on December 1, 2022, neither
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Petitioners' counsel nor counsel for Scherer appeared to take a position regarding the effect of Blaubuk's bankruptcy on these proceedings.

e. Dismissal of Donnelly's Petition to Determine Controversy against Scherer after Donnelly signed a release as to Scherer in TAC Case No. 52823. During the pre-hearing conference, Donnelly's counsel was instructed to update the Hearing Officer by January 4, 2023 with their position regarding the *Release*. Donnelly's counsel failed to provide an update by January 4, 2023. Accordingly, the Hearing Officer dismissed TAC Case No. 52823 as to Scherer, but determined Donnelly could proceed against the remaining respondents and that Scherer remained a respondent in TAC Case Nos. 52818-52822 and 52824-52827.

f. Consolidation of TAC Case Nos. 52818 to 52827 under lead TAC Case No. 52818, *Amanda Tataryn v. Michael Scherer, an individual; Cesar Barroso, an individual; and DOES 1-10, inclusive*.

72. On March 29, 2023, all remaining respondents, including Barroso, were served with a *Notice of Remote Hearing*. The *Notice of Remote Hearing* informed the parties that the TAC Hearing would be held on June 5 to June 7, 2023 via a Zoom video conference and included a Zoom link to access the video hearing. During the first hearing day on June 5, 2023, the hearing officer determined there was no evidence of improper service of the *Notice of Hearing* as to Barroso, Barroso failed to appear on his own accord, and determined this matter could proceed without him.

III. ISSUES

1. Are Petitioners' claims barred by the statute of limitations pursuant to Labor Code section 1700.44(c)?
2. What evidence supports there were violations of the Talent Agencies Act ("TAA" or "Act"), specifically, Labor Code sections 1700.2 or 1700.40?
3. Can Scherer and/or Barroso be held legally responsible in their individual capacities for any violations committed?

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IV. LEGAL ANALYSIS

A. The Burden of Proof

The proper burden of proof in actions before the Labor Commissioner is found at Evidence Code section 115, which states in part, “[e]xcept as otherwise provided by law, the burden of proof requires proof by a preponderance of the evidence.” “[T]he party asserting the affirmative at an administrative hearing has the burden of proof, including both the initial burden of going forward and the burden of persuasion by preponderance of the evidence.” (*McCoy v. Bd. of Ret.* (1986) 183 Cal.App.3d 1044, 1051, fn. 5.) “[P]reponderance of the evidence standard . . . simply requires the trier of fact’ to believe that the existence of a fact is more probable than its nonexistence.” (*In re Michael G.* (1998) 63 Cal.App.4th 700, 709, fn. 6.)

B. The One-Year Statute of Limitations under the Talent Agencies Act

Petitioners claim California Rules of Court, Emergency rule 9, which was issued to suspend statutes of limitations in civil actions due to the COVID-19 pandemic, tolled their statutes of limitations when filing their Petitions to Determine Controversy. Scherer claims the relevant authority determining Petitioners’ statutes of limitations is Labor Code section 1700.44(c) and that Emergency rule 9 is unrelated and inapplicable to him.

In *Direct Models v. Baggott; Doe v. Hay, et al.*, TAC Case Nos. 52764/52829 (2022) (“*Baggott*”), at 19-20, we discussed the issue of timely petitions to determine controversy in the context of the COVID-19 pandemic. In *Baggott*, we repeated the general rule of the TAA, Labor Code section 1700.44(c), which states, “[n]o action or proceeding shall be brought pursuant to this chapter with respect to any violation which is alleged to have occurred more than one year prior to commencement of the action or proceeding.” *Baggott* noted that the Governor’s Executive Orders during the pandemic “altered” this general rule. Specifically, *Baggott* discussed the following:

Executive Order N-63-20, issued on May 7, 2020, extended the deadline to file a petition to determine controversy that would have elapsed within 60 days of the issuance of the Order by 60 days. See Executive Order N-63-20 ¶ 9(c) (issued May 7, 2020). On June 30, 2020, Executive Order N-71-20 extended the deadline to file until the end of the State of Emergency or until the Order was

1 modified or rescinded. *See* Executive Order N-71-20 ¶ 39 (issued June
2 30, 2020). Finally, on June 11, 2021, the Governor
issued Executive Order N-08-21, which states in relevant part:

3 Any deadline setting the time for a worker to file complaints and
4 initiate proceedings with the Labor Commissioner pursuant to Labor
Code sections 98, 98.7, 1700.44, and 2673.1, that, absent the
5 aforementioned order, would have occurred or would occur between
6 May 7, 2020 and September 29, 2021 shall be extended to September
30, 2021. Any such deadline that, absent the aforementioned order,
would occur after September 29, 2021 shall be effective based on the
timeframe in existence before the aforementioned order . . .

7 (*Baggott, supra*, TAC Case Nos. 52764/52829, at 19)(citing Executive Order N-08-21 ¶ 24(f)
8 (issued June 11, 2021).)

9 Applying the above principles, “any deadline for filing a petition to determine controversy
10 under Labor Code section 1700.44 that would have occurred between May 7, 2020 and September
11 29, 2021 was extended to September 30, 2021.” (*Id.*) Stated differently, “any filing of a petition to
12 determine controversy between May 7, 2020 and September 29, 2021 will be interpreted to have
13 been filed on May 7, 2020 for statute of limitations purposes.” (*Id.*)

14 Here, Petitioner Tataryn filed her Petition to Determine Controversy on February 23, 2021
15 while the remaining Petitioners filed their Petitions to Determine Controversy on March 10, 2021.
16 Because these dates are between May 7, 2020 and September 29, 2021, Petitioners’ petitions shall be
17 treated for statute of limitations purposes as if they were filed on May 7, 2020. (*See Id.*) Applying
18 the one year statute of limitations from the Labor Code, Petitioners’ claims regarding any violations
19 are timely if they took place on or after May 7, 2019. (*See Id.*)

20 **C. Payments of Outstanding Jobs Procured by HMM/Meraki**

21 During the hearing, Petitioners testified regarding the jobs HMM/Meraki procured but for
22 which Petitioners were not paid. The preponderance of the evidence demonstrates HMM/Meraki
23 owes Petitioners Tataryn, P. Olson, Glotova, A. Olson, Islamova, Donnelly, Cocoli, Komleva, and
24 Bebris payments for modeling jobs they performed.

25 Petitioner Tarchokova also seeks relief for unpaid jobs. In particular, she testified
26 HMM/Meraki owed her \$1,500 for one job but was unable to provide a date of when the job was
27 performed. In addition, she testified her last job was February 12, 2019. Because any claims of
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1 violations are limited to May 7, 2019 and after, and Tarchokova failed to meet her burden regarding
2 this claim, we are unable to provide disgorgement for Tarchokova's request regarding unpaid jobs.

3 **D. Procurement of Employment in Violation of the Talent Agencies Act**

4 We next address an issue Petitioners raised in their Petitions to Determine Controversy.
5 Petitioners contend Respondents Scherer and Barroso represented to them that they were licensed
6 talent agents pursuant to Labor Code section 1700.5 but were in fact not licensed "at any time"
7 during which they acted as agents for Petitioners.

8 Labor Code section 1700.4(a) defines "talent agency" as, "a person or corporation who engages
9 in the occupation of procuring, offering, promising, or attempting to procure employment or
10 engagements for an artist or artists . . ." Labor Code section 1700.5 provides that "[n]o person shall
11 engage in or carry on the occupation of a talent agency without first procuring a license therefor from
12 the Labor Commissioner."

13 The TAA is "remedial; its purpose is to protect artists seeking professional employment from
14 the abuses of talent agencies." (*Styne v. Stevens* (2001) 26 Cal.4th 42, 50 ("*Styne*").) "The Act
15 establishes its scope through a functional, not a titular, definition. It regulates *conduct*, not labels; it
16 is the act of procuring (or soliciting), not the title of one's business, that qualifies one as a talent
17 agency and subjects one to the Act's licensure and related requirements." (*Marathon Entm't, Inc. v.*
18 *Blasi* (2008) 42 Cal.4th 974, 986)(citing Labor Code section 1700.4(a)). The Labor Commissioner
19 can determine whether a person or corporation is subject to the Act's requirements based on the
20 conduct and actions of that person or corporation.

21 Scherer nor Barroso were individually licensed. However, they owned businesses that were
22 licensed. HMM was a licensed talent agency with the Labor Commissioner from February 19, 2012
23 to December 19, 2018. Scherer owned HMM until it was sold to Barroso and Blaubuks on August
24 14, 2018. HMM/Meraki, while owned by Barroso and Blaubuks, was not licensed as a talent agency
25 from December 20, 2018 to December 19, 2019 or after December 20, 2020.

26 The evidence demonstrates that HMM/Meraki, through its owners, procured employment for
27 Petitioners. Applying the relevant statute of limitations discussed above, we consider what
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employment HMM/Meraki procured after May 7, 2019 during the periods it was not licensed as a talent agency. We also give weight to the evidence which demonstrates that HMM's/Meraki's clients paid either because such payments are reflected in the "Invoices paid" section of Petitioners' financial statements or because of Petitioners' other evidence.³ Here, HMM/Meraki procured employment for P. Olson, Glotova, Islamova, Donnelly, Cocoli, and Komleva from May 7, 2019 to December 19, 2019 or after December 20, 2020 while it was not a licensed talent agency. Labor Code sections 1700.4(a) and 1700.5 collectively prohibit a person from procuring employment for artists unless they are a licensed talent agency with the Labor Commissioner. Thus, we find any commissions HMM/Meraki collected during the times it procured employment for P. Olson, Glotova, Islamova, Donnelly, Cocoli, and Komleva while unlicensed violates the TAA and such commissions must be disgorged and returned to Petitioners.

E. Violations of Labor Code sections 1700.2 and 1700.40

Petitioners contend Respondents have "unlawfully and willfully withheld monies owed to Petitioners" for items that amount to a "registration fee" in violation of Labor Code section 1700.40(a). (See Petitioners' Closing Brief, 3:19-23.) Petitioners seek disgorgement for a range of fees HMM/Meraki billed them for as chargebacks or deducted as expenses from their earnings, including, but not limited to, travel-related fees, service charges for advances, and multimedia and website fees. We first turn our attention to Labor Code section 1700.2(a), which more correctly captures Petitioners' request of disgorgement for fees regarding travel-related expenses and service charges for advances. We then turn our attention to Labor Code section 1700.2(b) regarding Petitioners' request for disgorgement of fees relating to multimedia, website, and other similar promotional fees because they claim such fees are "registration fees" in violation of the TAA.

i. Schedule of Fees under Labor Code section 1700.24

Petitioners contend HMM/Meraki engaged in the practice of deducting from Petitioners' earnings certain "expenses" or billing them as "chargebacks," offsetting the costs of those items

³ We do not consider amounts listed under the "Fees due" section to assess commissions received by HMM/Meraki unless there was other evidence that corroborated HMM/Meraki indeed received payments from their clients while unlicensed, and consequently, kept the 20 percent commissions discussed above in violation of the TAA.

from the balance of monies owed to Petitioners. Scherer contends that Section 6 of the Agreement provided for these “Expenses,” and Appendix A includes a list of “HMM Expenses” such as comp cards, a website package fee, and the costs of flights. Notably, Scherer did not present a Schedule of Fees to confirm whether any of these fees were included in such a form.

Labor Code section 1700.24, in part, provides:

Every talent agency shall file with the Labor Commissioner a schedule of **fees** to be charged and collected in the conduct of that occupation, and shall also keep a copy of the schedule posted in a conspicuous place in the office of the talent agency. [Emphasis added].

Labor Code section 1700.24 requires a talent agency file with the Labor Commissioner a copy of their Schedule of Fees showing what fees the talent agency will charge and collect from the artists they represent. (See *Jane Does 1-5 v. Hay, et al.*, TAC Case No. 52663 (2020) (“*Jane Does*”), at 35.)

ii. Fees under Labor Code section 1700.2(a)

HMM’s/Meraki’s financial statements show the agency billed as chargebacks or deducted from Petitioners’ earnings the cost of a “travel booking fee,” and, in at least one case, a five percent service charge for an advance provided to Petitioner Islamova. These fees were not included in Scherer’s Appendix A. However, even assuming we were to consider Appendix A, this document was not stamped as approved by the Labor Commissioner. Most importantly, it is unknown whether these fees were included in any HMM or HMM/Meraki Schedule of Fees. What is clear, however, is that HMM/Meraki charged Petitioners for these fees.

Labor Code section 1700.2(a)(1) defines a “fee” as “[a]ny money or other valuable consideration paid . . . for services rendered or to be rendered by any person conducting the business of a talent agency . . .” Labor Code section 1700.2(a)(2) also defines a “fee” as “[a]ny money received by any person **in excess of** that which has been paid out by [them] for transportation . . .” [Emphasis added.] In *Jane Does*, we found that a \$25 “fee” charged to petitioners over any airfare the talent agency paid in advance for model-related employment should have been included in the talent agency’s Schedule of Fees. (*Jane Does*, at 36.) Similarly, here, Scherer did not provide a Schedule of Fees to indicate whether the travel booking fee was included in an HMM or HMM/Meraki Schedule of Fees. Nor did Barroso appear at the hearing to dispute Petitioners’

1 contention that they are entitled to disgorgement of this fee. Petitioners Donnelly and Bebris proved
2 that this expense or chargeback was clearly itemized as a fee on the financial statements
3 HMM/Meraki prepared. In the absence of any evidence to the contrary, the preponderance of the
4 evidence demonstrates this fee was not listed on any HMM or HMM/Meraki Schedule of Fees.
5 Accordingly, we find disgorgement of the “travel booking fee” appropriate based on the relevant
6 statute of limitations discussed above.

7 This same logic applies to the five percent service charge for any advances Petitioners
8 received. For the reasons stated above, we also find this fee is unlawful and must be disgorged.

9 Petitioners also seek disgorgement of transportation costs such as airfare and Uber or Lyft
10 rides. Specifically, Glotova seeks disgorgement for the costs of roundtrip travel from Los Angeles to
11 San Francisco taken on or around June 24, 2019. Cocoli seeks disgorgement for the cost of two
12 roundtrip flights which occurred in or around May and September 2019. Komleva seeks
13 disgorgement of an Uber ride she appears to have taken in June 2020. Donnelly seeks disgorgement
14 for the cost of two flights she credibly testified she never took. And Bebris seeks disgorgement for
15 the cost of one roundtrip flight to Europe to visit her family in or around January 2020, but which
16 HMM/Meraki billed as a chargeback. She also seeks disgorgement of Uber rides taken around dates
17 which do not appear to correspond with the dates she visited her family in early 2020.

18 While these fees were also not likely included in any Schedule of Fees, we are reminded that
19 a “fee” under Labor Code section 1700.2(a)(2) is “[a]ny money” Petitioners received “**in excess**” of
20 what they have paid out for transportation. Petitioners Glotova, Cocoli, and Komleva failed to
21 demonstrate whether the airfare and Uber/Lyft rides for which they seek disgorgement were in
22 excess of the transportation they ultimately paid when HMM/Meraki billed them as chargebacks or
23 deducted these expenses from their earnings. Stated differently, and unlike the travel booking fee
24 discussed above, Petitioners failed to show how the costs of airfare and Uber/Lyft rides were fees in
25 addition to or “in excess of” the transportation they paid for. (See *Jane Does*, at 36.) Here, we cannot
26 find disgorgement where Petitioners failed to meet their burden that such fees are consistent with
27 Labor Code section 1700.2(a)(2).
28

Unlike Petitioners Glotova, Cocoli, and Komleva, however, we find disgorgement as to Donnelly’s claim for airfare because she credibly testified she was charged for flights she never took. Regarding Bebris, we have previously concluded that the airfare a talent agency charges its model is a fee that must be disgorged where the agency deducted such amounts from the model for unrelated business. “Because the fee was unrelated to the contract between [the talent agency] and [the model], it is unlawful and must be disgorged.” (*Baggot, supra*, at 20.) Here, HMM/Meraki billed Bebris for the costs of airfare when she visited her family in Europe. Consistent with our findings in *Baggott*, HMM/Meraki should not have charged Bebris for this airfare because the purpose of her travel was unrelated to her contract with HMM/Meraki. Scherer and Barroso failed to argue or prove otherwise. Accordingly, HMM’s/Meraki’s billing of Bebris’s travel as a chargeback is unlawful and must be disgorged.

However, Bebris failed to demonstrate the disgorgement she seeks for Uber rides was also unrelated to the contract she had with HMM/Meraki. Here, disgorgement is not appropriate for the costs of Uber transportation deducted from her earnings.

In conclusion, we find disgorgement appropriate as it relates to travel booking fees and the five percent service charge HMM/Meraki billed or deducted from Petitioners’ earnings during the relevant statute of limitations. We also find disgorgement appropriate as it relates to Petitioners Donnelly’s and Bebris’s airfare for the specific reasons stated above. We decline to find disgorgement as requested by Petitioners Glotova, Cocoli and Komleva for the costs of their airfare and Uber/Lyft rides, and separately, for Bebris’s Uber transportation.

iii. Fees under Labor Code section 1700.2(b)

Next, Petitioners contend Respondents have unlawfully withheld monies owed to them for items that amount to a “registration fee” in violation of Labor Code section 1700.40(a).

Labor Code section 1700.2(b) provides, in pertinent part:

(b) As used in this chapter, “registration fee” means any charge made, or attempted to be made, to an artist for any of the following purposes:

(1) Registering or listing an applicant for employment in the entertainment industry.

(3) Photographs, film strips, video tapes, or other reproductions of the applicant.

(5) Any activity of a like nature.

Labor Code section 1700.40(a) prohibits a talent agency from collecting a registration fee. Petitioners claim HMM/Meraki violated the TAA because they billed or deducted from Petitioners' earnings "registration fees" like multimedia and web fees in violation of Labor Code section 1700.40(a).

HMM's/Meraki's financial statements show the agency billed as chargebacks or deducted from Petitioners' earnings items like multimedia related fees, including a \$425 annual website fee, \$60-\$85 for comp cards, or the costs of taking photographs for casting purposes. HMM/Meraki also charged Petitioners for the cost of test shoots. Petitioners paid an annual fee of \$425 to be featured on the HMM/Meraki website. They also paid to have comp cards, which were model business cards with a picture of the model on them, to assist them with being cast for potential jobs. Petitioners also paid for the cost of test shoots, which were pictures of the models that HMM/Meraki could use as part of its efforts to promote them.

Consistent with Labor Code section 1700.2(b)(1), we find that charging Petitioners an annual website fee of \$425 for being listed on the HMM/Meraki website is akin to listing them as an "applicant for employment" when seeking potential modeling jobs in the entertainment industry. We also find that comp cards, which included Petitioners' pictures, casting pictures, and test shoots are expressly included as "photographs," "other reproductions" of Petitioners, or "an activity of a like nature" such that they are registration fees under Labor Code section 1700.2(b)(1), (3), or (5). For these reasons, HMM/Meraki unlawfully billed as chargebacks or deducted as expenses from Petitioners' earnings multimedia-related fees such as the annual website fee, comp cards, casting photos, and test shoots in violation Labor Code section 1700.40(a). Disgorgement is appropriate for those Petitioners who were charged or billed for these registration fees on or after May 7, 2019.

Petitioner Tarchokova seeks disgorgement of items like the ones discussed above. However, the last reported deductions from Tarchokova's earnings based on the evidence presented were in December 2018 and January 2019. In addition, the last chargeback HMM/Meraki billed Tarchokova

1 occurred on April 1, 2019. Based on the statute of limitations beginning on May 7, 2019, Tarchokova's
2 request for disgorgement of items she was billed for as chargebacks or which were deducted from her
3 earnings is untimely.

4 **F. Whether Scherer and/or Barroso Can Be Held Responsible in Their Individual Capacities**

5 In determining the personal liability of directors in relation to the acts of a corporation, the
6 California Supreme Court has held, "[d]irectors are jointly liable with the corporation and may be
7 joined as defendants if they personally directed or participated in the tortious conduct." (*Frances T.*
8 *v. Village Green Owners Assn.* (1986) 42 Cal.3d 490, 504.) Furthermore, "[d]irectors are liable to
9 third persons injured by their own tortious conduct regardless of whether they acted on behalf of the
10 corporation and regardless of whether the corporation is also liable." (*Id.*) A corporate officer or
11 director may also be held personally liable if they directly authorized or actively participated in the
12 wrongful conduct. (*Taylor-Rush v. Multitech Corp.* (1990) 217 Cal.App.3d 103, 113.)

13 We have previously held individual liability applies when a director engages in actions that
14 violate the TAA. For example, in *Jane Does*, at 46-49, we held that an owner of a talent agency was
15 personally liable when he commingled assets with the agency, used his personal relationships to
16 send models into unsafe situations, and committed acts of sexual coercion against the artists. In *Jane*
17 *Doe aka/pka Nicole Doshi v. Twice Baked Media, Inc., et al*, TAC Case No. 52887 (2024)
18 ("*Doshi*"), at 23, we also found that an owner of another talent agency was personally liable when
19 his talent agency breached its fiduciary duty to the model.

20 Here, we find Scherer is not personally liable for the acts of HMM/Meraki. Specifically, the
21 evidence demonstrated that Scherer was no longer an owner, director, or officer of the agency after
22 he sold it to Barroso and Blaubuks on August 14, 2018. As part of the transaction, Scherer, Barroso,
23 and Blaubuks executed sales documents and Scherer's resignation letter from HMM dated August
24 14, 2018. In addition, Scherer transferred 100% of the issued and outstanding stock of 1,000 shares
25 to Blaubuks and Barroso. Blaubuks and Barroso further purchased all HMM assets, including funds
26 available in HMM's bank accounts, goodwill and accounts receivable. All corporate documents
27 Barroso and Blaubuks filed with the California Secretary of State after they purchased HMM/Meraki
28

1 identified them as the only officers and directors of the agency. After the sale, Scherer no longer had
2 authority over the employees or the models, made no payments for HMM/Meraki, did not schedule
3 employment for the models, or exercise control over HMM/Meraki. After the sale date, the same
4 employees who previously worked for Scherer now considered Blaubuks and Barroso to be their
5 supervisors and the owners of HMM/Meraki. Notably, Petitioners' requests for payments,
6 outstanding monies owed, or requests for copies of their financial statements were all directed to
7 Blaubuks, Barroso, and/or HMM/Meraki employees. Not Scherer. While Petitioners presented
8 evidence regarding HMM's similar and questionable business practices while Scherer was owner,
9 any relief Petitioners seek regarding Scherer in these proceedings is not appropriate here.

10 Conversely, the weight of the evidence establishes Barroso is personally liable for the acts of
11 HMM/Meraki. This includes any outstanding payments HMM/Meraki owes Petitioners, the
12 disgorgement of any 20 percent commissions HMM/Meraki received when it procured employment
13 for Petitioners during the time it was an unlicensed talent agency, for billing or charging Petitioners
14 for fees not included in any Schedule of Fees, and for billing or charging Petitioners for registration
15 fees in violation of Labor Code section 1700.40(a). As of the date he purchased the talent agency,
16 Barroso was the Owner, Secretary, Chief Financial Officer, and Chief Operations Officer of
17 HMM/Meraki. Petitioners directed all concerns regarding outstanding monies owed or requests for
18 copies of financial statements to Barroso or the employees he supervised. Furthermore, Barroso's
19 employees procured employment for Petitioners while HMM/Meraki was unlicensed. Barroso
20 prepared all financial statements which either omitted jobs Petitioners worked, unlawfully billed as
21 chargebacks or deducted from Petitioners' expenses items they should not have been charged for,
22 and failed to provide Petitioners with financial statements on a timely basis. In November 2020,
23 Barroso emailed multiple Petitioners, admitting HMM/Meraki was delayed in making payments and
24 that the agency owed Petitioners outstanding compensation for the jobs they performed.

25 For the reasons stated above, we find that Barroso is individually liable for the acts of
26 HMM/Meraki.

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G. Whether Barroso violated Labor Code section 1700.25

“If an agent receives funds on behalf of an artist and willfully fails to disburse the funds within 30 days, a prevailing artist seeking such fees is entitled to attorney’s fees and ten percent interest per year on the unlawfully held funds.” (See *Doshi, supra*, TAC 52887, at 23; see also Labor Code § 1700.25.) In addition, every talent agency is required to keep records, including the amount of fees received from an artist and the amount of compensation received by the artist. (Labor Code § 1700.26.)

As detailed above, HMM/Meraki engaged in the practice of not timely paying Petitioners, ranging as long as three years to never, and well beyond the 30 days required by Labor Code section 1700.25(a). Barroso admitted this when he emailed multiple Petitioners that HMM/Meraki was late in paying Petitioners what they were owed. Petitioners further established that HMM/Meraki failed to keep accurate records because the financial statements, among other things, omitted jobs that they worked, reported client payments as “Fees due” when those same clients paid the agency for Petitioners’ work, and unlawfully billed Petitioners for chargebacks or deducted from their compensation items for which Petitioners were not responsible. These actions were willful because, among other reasons, Barroso, through HMM/Meraki, prepared the financial statements, charged Petitioners for fees not included in any Schedule of Fees and in violation of the TAA, and knowingly authorized procurement of employment for Petitioners while HMM/Meraki was an unlicensed agency. Petitioners are therefore entitled to attorneys’ fees as well as interest on all outstanding compensation as described in the table below.

Petitioners’ counsel did not submit a motion for attorneys’ fees in support of their claim. Considering the work expended for 10 petitioners over a three-day hearing, and given no other supporting evidence by Petitioners’ counsel to the contrary, we find it would be appropriate to award \$10,000 in attorneys’ fees.

ORDER

For the reasons set forth above, IT IS HEREBY ORDERED that:

1. The lead case *Amanda Tataryn, v. Michael Scherer, an individual; Cesar Barroso, an*

individual; and DOES 1-10, inclusive, TAC Case No. 52818, and consolidated with TAC Case Nos. 52819-52822 and 52824-52827, are all dismissed as to Respondent Michael Scherer. with prejudice.

2. Any contracts between Petitioners Amanda Tataryn, Palonia Olson, Tatiana Glotova, Annanoel Olson, Ksenia Islamova, Azizi Donnelly, Kristina Cocoli, Ksenia Komleva, Masha Bebris, and Estella Tarchokova, with Respondent Cesar Barroso, an individual, and/or Meraki Management, Inc, a corporation, are hereby declared null and void.

3. Respondent Cesar Barroso, an individual, failed to pay Petitioners Amanda Tataryn, Palonia Olson, Tatiana Glotova, Annanoel Olson, Ksenia Islamova, Azizi Donnelly, Kristina Cocoli, Ksenia Komleva, and Masha Bebris all owed compensation for jobs they performed.

4. Respondent Cesar Barroso, an individual, unlawfully and willfully withheld amounts in violation of the TAA from Petitioners Amanda Tataryn, Palonia Olson, Tatiana Glotova, Ksenia Islamova, Azizi Donnelly, Kristina Cocoli, Ksenia Komleva, and Masha Bebris.

5. Respondent Cesar Barroso, an individual, unlawfully collected commissions for employment he procured for Petitioners Palonia Olson, Tatiana Glotova, Ksenia Islamova, Azizi Donnelly, Kristina Cocoli, and Ksenia Komleva, while an unlicensed talent agent during the period of May 7, 2019 to December 19, 2019 or after December 20, 2020 in violation of the TAA.

6. For the reasons stated above, Respondent Cesar Barroso, an individual, is ordered to pay the following amounts:

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	Unpaid Jobs	Chargebacks + Expenses Deducted from Earnings + Five Percent Service Charge for Advances + Insufficient Funds Check	Total Return on Paid Commissions for Jobs Procured while Unlicensed	Total	+10% Interest	Grand Total
Tataryn	\$3,466.66	\$425.00		\$3,891.66	\$1,444.71	\$5,336.37
P. Olson	\$2,196.66	\$835.00	\$1,066.00	\$4,097.66	\$1,504.35	\$5,602.01
Glotova	\$4,880.00	\$535.00 + \$490.00	\$2,133.33	\$8,038.33	\$2,951.06	\$10,989.39
A. Olson	\$2,730.00			\$2,730.00	\$1,002.25	\$3,732.25
Islamova	\$21,300.00	\$425.00 + \$250.00 + \$9,975.00	\$7,260.00	\$39,210.00	\$14,394.90	\$53,604.90
Donnelly	\$5,733.60	\$1,605.51	\$383.54	\$7,722.65	\$2,835.16	\$10,557.81
Cocoli	\$33,891.40	\$425.00	\$980.00	\$35,296.40	\$12,985.13	\$48,254.53
Komleva	\$800.00	\$595.00	\$3450.67	\$4,845.67	\$1,778.96	\$6,624.63
Bebris	\$400.00	\$1,658.76 + \$65.00		\$2,123.76	\$779.68	\$2,903.44

7. Respondent Cesar Barroso, an individual, is further ordered to pay Petitioners' counsel, Timothy A. Hall, his attorneys' fees of \$10,000.00.

IT IS ORDERED.

Dated: November 20, 2024

Respectfully submitted,


PATRICIA SALAZAR
Attorney for the Labor Commissioner

ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER

Dated: November 19, 2024


LILIA GARCIA-BROWER
State Labor Commissioner