

1 DIVISION OF LABOR STANDARDS ENFORCEMENT  
By: Laurence T. Emert, Hearing Officer  
2 107 South Broadway, Room 5015  
Los Angeles, CA 90012  
3 213/620-2500  
4  
5  
6

7 BEFORE THE LABOR COMMISSIONER  
8 OF THE STATE OF CALIFORNIA  
9

10 BANK OF AMERICA NATIONAL TRUST AND ) No. 1098 ASC  
11 SAVINGS ASSOCIATION, As Executor of ) MP-432  
the Will of JULIUS H. MARX, also )  
12 known as GROUCHO MARX, deceased, ) DETERMINATION  
13 )  
Petitioner, )  
14 vs. )  
15 ERIN FLEMING, also known as MARILYN )  
FLEMING, aka ERIN MARILYN FLEMING, )  
16 aka MARILYN SUZANNE FLEMING, aka )  
MARILYN SUZANNE ERIN FLEMING, aka )  
17 MARILYN ERIN FLEMING, )  
18 Respondent. )  
19

20 The above-entitled controversy came on regularly for hearing  
21 before the Labor Commissioner, Division of Labor Standards  
22 Enforcement, Department of Industrial Relations, State of  
23 California, by Laurence T. Emert, Senior Counsel for the Division of  
24 Labor Standards Enforcement, serving as Hearing Officer under the  
25 provisions of Section 1700.44 of the Labor Code of the State of  
26 California; petitioner, Bank of America National Trust and Savings  
27 Association, As Executor of the Will of JULIUS H. MARX, also known  
28 as GROUCHO MARX, deceased, appearing by the Law Offices of J. Brin

1 Schulman, by J. Brin Schulman, and respondent, ERIN FLEMING, also  
2 known as MARILYN FLEMING, aka ERIN MARILYN FLEMING, aka MARILYN  
3 SUZANNE FLEMING, aka MARILYN SUZANNE ERIN FLEMING, aka MARILYN ERIN  
4 FLEMING, appearing by the Law Office of Ellison & Ellison, A  
5 Professional Corporation, by Christopher Darrow and Sherman M.  
6 Ellison. Evidence, both oral and documentary having been  
7 introduced, and the matter being briefed and submitted for decision,  
8 the following determination is made:

9 It is the determination of the Labor Commissioner:

10 1. That during the time in question, respondent acted as  
11 an artist manager as that term is defined in Labor Code §1700.4  
12 without a license;

13 2. That respondent be ordered to return to petitioner  
14 that part of her compensation, including salaries, commissions,  
15 expenses, loans and other miscellaneous income which she  
16 received for services performed as an unlicensed artists'  
17 manager, totaling \$80,000.00.

18 I

19 INTRODUCTION

20 On October 27, 1977, petitioner Bank of America National  
21 trust and Savings Association, as Executor of the Will of  
22 Julius H. Marx, also known as Groucho Marx, deceased,  
23 (hereinafter petitioner) filed a petition to determine  
24 controversy pursuant to Labor Code §1700.44 with the Labor  
25 Commissioner of the State of California, against respondent  
26 Erin Fleming (hereinafter respondent or Fleming). The petition  
27 set forth seven claims for relief, including the following:

28

1           1.    A claim that respondent acted as an unlicensed  
2 Artists' Manager during her six-year association with MARX  
3 (first and second claims);

4           2.    A claim that respondent had a fiduciary duty toward  
5 Marx, which duty she breached (third claim);

6           3.    A claim that respondent unlawfully caused the  
7 transfer to be made of certain of MARX's assets to a  
8 corporation with which she obtained a 1/2 ownership interest  
9 (fourth claim);

10          4.    A claim that respondent engaged in fraudulent and  
11 deceitful actions with regard to MARX (fifth claim);

12          5.    A claim that respondent exerted undue influence over  
13 MARX, thus causing him to transfer significant assets to her,  
14 and a request that a constructive trust be imposed to preserve  
15 the transferred assets (sixth and seventh claim).

16          In petitioner prayer for relief, petitioner requested  
17 that:

18           1.    It be determined that the Labor Commissioner has  
19 jurisdiction over all claims set forth in the petition;

20           2.    It be determined that respondent acted as an Artists'  
21 Manager during her association with MARX without a license;

22           3.    All contracts between respondent and MARX be declared  
23 null and void ab initio;

24           4.    Respondent be ordered to make an accounting of all  
25 remuneration received from MARX during her association;

26           5.    Respondent be ordered to return \$400,000 or such  
27 other amount as may be proved at the hearing to petitioner;

28

1           6.    The Labor Commissioner impress a constructive trust  
2 upon all property in respondent's possession obtained from  
3 MARX;

4           7.    Punitive damages be imposed in the sum of \$500,000;  
5 and

6           8.    Reasonable attorneys fees be awarded.

7           Respondent filed an answer to the allegations in the  
8 petition denying the substance of each allegation. Hearings  
9 before the Labor Commissioner commenced in March of 1978, and  
10 continued over the next two years. Prior to submission of the  
11 controversy to the Labor Commissioner for a determination,  
12 respondent made a motion to: (1) dismiss for lack of  
13 jurisdiction, (2) limit issues before the Labor Commissioner,  
14 and (3) for judgment. The motions to dismiss for lack of  
15 jurisdiction and for judgment, were denied. However, the  
16 motion to limit issues was granted. Claims three through seven  
17 of the petition were ordered stricken, as was the payer for  
18 punitive damages, attorneys fees and the imposition of a  
19 constructive trust. With this ruling on respondent's motion,  
20 the matter submitted to the hearing officer for a  
21 determination.<sup>1</sup>

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22           1 It was the hearing officer's view that claims three  
23 through seven were merely alternative theories for the relief sought  
24 by petitioner in claims one and two. Thus, under the facts of this  
25 case, a resolution of claims three through seven was not necessary to  
26 resolve the underlying controversy. In dismissing claims three  
27 through seven, the hearing officer did not intend to suggest that in  
an appropriate case the Labor Commissioner could not consider the  
theories presented. *Buchwald v. Superior Court*, 254 C.A. 2d 347  
(1967) makes it very clear that the authority of the Labor  
Commissioner, under the Artists' Manager Act, is broad and  
comprehensive.

28           Although the authority of the Labor Commissioner is broad in  
determining controversies under the Artists' Manager Act, there is  
nothing contained therein which authorizes the award of attorneys

1 II

2 ISSUES

3 The issues presented are twofold:

4 1. Did respondent function as an artists' manager as that  
5 term is defined in the Labor Code without a license?

6 2. If so, what relief, if any, is petitioner entitled to?

7 III

8 APPLICABLE LAW

9 The law governing resolution of this controversy is  
10 contained in Labor Code §1700-1700.47. Of particular interest  
11 is Labor Code §1700.4, which as then applicable provided:

12 "An artists' manager is hereby defined to be a person who  
13 engages in the occupation of advising, counseling, or  
14 directing artists in the development or advancement of  
15 their professional careers and who procures, offers,  
16 promises or attempts to procure employment or engagements  
17 for an artist only in connection with and as a part of the  
18 duties and obligations of such person under a contract  
19 with such artist by which such person contracts to render  
20 services of the nature above mentioned to such artist.

21 The word 'artists' as used herein refers to actors and  
22 actresses rendering services on the legitimate stage and  
23 in the production of motion pictures; radio artists;  
24 musical artists; musical organizations; directors of  
25 legitimate stage, motion picture and radio productions;

26 fees. In accordance with the well established rule that attorneys  
27 fees may not be awarded absent express statutory authority, the  
28 hearing officer did not believe he had authority to issue such an  
award. See *LeFare v. Dimond*, 46 Cal. 2d 868 (1956); Code of Civil  
Procedure §1021.

As to the request for punitive damages, the hearing officer did  
not believe that in a contractual dispute (which is the heart of most  
controversies under the Artists' Manager Act), punitive damages were  
authorized. See Civil Code §3294.

Finally, as to the imposition of a constructive trust, the  
hearing officer did not believe such relief was warranted. However,  
in an appropriate case, in formulating a remedy, imposition of a  
constructive trust would not be outside the Labor Commissioner's  
jurisdiction.

1 musical directors; writers; cinematographers; composers;  
2 lyricists; arrangers, and other artists and persons  
3 rendering professional services in motion picture,  
4 theatrical, radio, television and other entertainment  
5 enterprises."<sup>2</sup>

6 Chapter 6, Group 3, Article 6 of Title 8 of the California  
7 Administrations Code contains Rules and Regulations for  
8 Artists' Managers.

9 The case law construing the provisions of the Labor Code  
10 dealing with artists' manager controversies are Raden v.  
11 Laurie, 120 C.A. 2d 778, 262 P. 2d 61 (1953); Buchwald v.  
12 Superior Court, 254 C.A. 2d 347; 62 Cal.Rptr. 364 (1964), and  
13 Buchwald v. Katz, 8 Cal. 3d 493, 105 Cal.Rptr. 368 (1972).

#### 14 IV

#### 15 DISCUSSION

16 Groucho Marx (hereinafter Marx or the artist) was, up  
17 until his death in 1977, a world re[]nown "artist" as that term  
18 is defined in Labor Code §1700.4. Respondent first met Marx at

19 \_\_\_\_\_  
20 <sup>2</sup> Effective January 1, 1979, Labor Code §1700.4 was Amended  
21 to read as follows:

22 "A talent agency is hereby defined to be a person or  
23 corporation who engages in the occupation of  
24 procuring, offering, promising, or attempting to  
25 procure employment or engagement for an artist or  
26 artists. Talent agencies may, in addition, counsel  
27 or direct artists in the development of their  
28 professional careers. The word 'artists' as used  
29 herein refers to actors and actresses rendering  
30 services on the legitimate stage and in the  
31 production of motion pictures; radio artists, musical  
32 artists; musical organizations; directors of  
33 legitimate stage, motion composers; lyricists;  
34 arrangers; and other artists and persons rendering  
35 professional services in motion picture, theatrical,  
36 radio, television and other entertainment  
37 enterprises."

38 Since the petition in this case was filed before the  
statute was amended in 1979, the amended version of the statute  
was not considered in reaching this determination.

1 a party in August of 1970. A year later, respondent was  
2 employed by Marx under an oral agreement to do secretarial  
3 work. Compensation was nominal at approximately \$100 per week.

4 Respondent's influence in Marx's life began to increase  
5 significantly in 1972, beginning in the later part of that  
6 year.

7 On October 12, 1972, Marx agreed to employ respondent:

8 ". . . in such capacities as I may require. The services  
9 to be rendered by you may, without limiting the generality  
10 of the foregoing, include executive producer, associate  
producer, coordinator, and secretary."

11 Compensation for respondent's services included a salary of  
12 \$100 per week, 10% of the artist's gross income from his  
13 personal appearances, payment of \$5,000 for [a] product  
14 endorsement deal by the artist, and a percentage of all net  
15 income received by the artist on a record album deal. The  
16 contract was terminable at the will of either party.

17 In November of 1972, the artist retained respondent as his  
18 personal manager for a term of seven years. The Personal  
19 Manager's contract was a form contract prepared by the  
20 Conference of Personal Managers. Under the terms of the  
21 contract, respondent was to:

22 "advise and counsel in the selection of literary, artistic  
23 and musical material; advise and counsel in any and all  
24 matters pertaining to publicity, public relations and  
25 advertising; advise and counsel with relation to the  
26 adoption of proper format for presentation of my artistic  
27 talents and in the determination of proper style, mood,  
28 setting, business and characterization of keeping with my  
talents; advise, counsel and direct in the selection of  
artistic talent to assist, accompany or embellish my  
artistic presentation, advise and counsel with regard to  
general practices in the entertainment and amusement  
industries and with respect to such matters of which you

1 may have knowledge concerning compensation and privileges  
2 extended for similar artistic values; advise and counsel  
3 concerning the selection of theatrical agencies, artists'  
4 managers, and persons, firms and corporations who will  
5 counsel, advise, seek and procure employment and  
6 engagements for me."

7 Compensation for services was a commission not to exceed 10% of  
8 any monies received by the artist resulting from the use of his  
9 artistic talents. In bold block print, the following  
10 disclaimer was included:

11 "IT IS CLEARLY UNDERSTOOD THAT YOU ARE NOT AN  
12 EMPLOYMENT AGENT OR THEATRICAL AGENT OR ARTISTS'  
13 MANAGER, THAT YOU HAVE NOT OFFERED OR ATTEMPTED OR  
14 PROMISED TO OBTAIN, SEEK OR PROCURE EMPLOYMENT OR  
15 ENGAGEMENTS FOR ME, AND THAT YOU ARE NOT OBLIGATED,  
16 AUTHORIZED, LICENSED OR EXPECTED TO DO SO."

17 At the time the Personal Manager's contract was signed, Marx  
18 had in his employ International Famous Agency (hereinafter IFA)  
19 as his licensed artists' manager, as well as a retinue of other  
20 professionals, including public relations men, a business  
21 manager and a lawyer.

22 Over the course of the next five years, Marx became  
23 increasingly dependent upon respondent for his personal well  
24 being, as well as the promotion of his career.<sup>3</sup> Respondent  
25 began to wear many hats, as secretary, housekeeper, decorator,  
26 nurse, consultant, confidant, personal manager and close friend  
27 to the artist. Had respondent's activities been limited to

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28 <sup>3</sup> In April of 1974, an agreement was entered into between  
respondent and Marx wherein Marx agreed to compensate  
respondent for her work in promoting both the licensing of  
Marx's name and caricature in connection with merchandise, and  
for the resyndication of the television program, "You Bet Your  
Life." Payment was to be 1/2 of the net cash proceeds received  
from both projects. In that agreement, Marx referred to  
respondent as his secretary and business manager.

1 these, and nothing more, the Labor Commissioner would have no  
2 jurisdiction to adjudicate this controversy. However, the  
3 evidence was that respondent did more - including the attempt  
4 to procure employment or engagements for the artist in  
5 connection with and as a part of her duties under her personal  
6 management contract. In performing the latter activities  
7 without a license, respondent was in violation of the Labor  
8 Code.<sup>4</sup>

9 Strangely enough, "employment" is not defined in the  
10 Artists' Managers Act or in the Rules and Regulations for  
11 Artists' Managers contained in the Administrative Code.<sup>5</sup>

12 "Engagement" is, however, defined in Labor Code §1700.1(a), (b)  
13 and (c) as follows:

14 "(a) Theatrical engagement means any engagement or  
15 employment of a person as an actor, performer, or  
16 entertainer in a circus, vaudeville, theatrical, or other  
17 entertainment, exhibition, or performance.

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18 <sup>4</sup> As noted in the case of Raden v. Laurie, 120 C.A. 2d 778,  
19 262 P. 2d 61 (1953) construing Labor Code §1650 (which  
20 contained identical language as that contained in Labor Code  
21 §1700.4 before its amendment in 1979):

22 "One is not an artists' manager unless he both  
23 advises, counsels and directs artists in the  
24 development or advancement of their professional  
25 careers, and also procures, offers, promises or  
26 attempts to procure employment or engagements for an  
27 artist 'only in connection with and as a part of the  
28 duties and obligations of such person under a  
contract with such artist by which such person  
contracts to render services of the nature above  
mentioned to such artist.' Such is the clear working  
of the statute." (at 781)

<sup>5</sup> Contrast this with Labor Code §6303(b) which defines  
"employment" for purposes of the California Occupational Safety  
and Health Act, and Unemployment Insurance Code §601 et. seq.  
which defines "employment" for purposes of administering the  
Unemployment Insurance Code.

1 (b) Motion picture engagement means any engagement or  
2 employment of a person as an actor, actress, director,  
3 scenario, or continuity writer, camera man, or in any  
4 capacity concerned with the making of motion pictures.

5 (c) Emergency engagement means an engagement which has to  
6 be performed within 24 hours from the time when the  
7 contract for such engagement is made."

8 To find a definition of employment, we must look outside  
9 the Artists' Managers Act. "Employment" is defined in Black's  
10 Law Dictionary (5th Ed. 1979) as follows:

11 "Act of employing or state of being employed; that which  
12 engages or occupies; that which consumes time or  
13 attention; also an occupation, profession, trade, post or  
14 business."

15 The California Supreme Court as early as 1894, in the case of  
16 Malloy v. Board of Education, 102 Cal. 642, 36 P. 948 defined  
17 employment to mean:

18 "Employment implies a contract on the part of the employer  
19 to hire, and on the part of the employee to perform  
20 services . . ." (at 646).

21 In English v. City of Long Beach, 77 C.A. 894, 176 P. 2d 940  
22 (1947) the court adopted the following definitions from the  
23 Cyclopedic Law Dictionary and Corpus Juris:

24 "A business or vocation, . . . calling; office; service;  
25 commission, trade; profession . . . The service of  
26 another . . . the act of employing, in another sense, the  
27 state of being employed. In 20 Corpus Juris, page 1245,  
28 the following appears, 'The word is not of the technical  
language of the law, or of any science or pursuit, and  
must be construed according to the context and approved  
usage of the language.' It has been variously defined as  
the act of attending to the duties . . . and services of  
another . . ." (at 899).

It is this hearing officer's view that "employment" for  
purposes of the Artists' Managers Act, refers to the rendition  
of personal services by the artist, i.e., when the artistic or

1 creative talents of the artist are on display. The very nature  
2 of employment suggests that the artist will receive some  
3 compensation for his services.

4 There was a great conflict in the evidence before the  
5 hearing officer as to the extent of respondent's involvement in  
6 attempting to procure or in fact procuring employment or  
7 engagements for Marx. In resolving this conflict, the hearing  
8 officer has determined after a review of the testimony and  
9 documentary evidence, that respondent spent part of her time  
10 attempting to procure employment or engagements for Marx  
11 without a license to do so. By her own admission, respondent  
12 came into Marx's life when other considered him "washed up" as  
13 a performer. Respondent dedicated part of her time to  
14 attempting to find work for Marx and return him to the public  
15 eye.

16 Respondent's efforts included helping to arrange for  
17 Marx's concert tour which included appearances at Iowa State  
18 University, the Masonic Temple in San Francisco, the Music  
19 Center in Los Angeles, and Carnegie Hall in New York.<sup>6</sup> Her  
20 efforts also included helping to arrange for Marx's television  
21 appearances on Merv Griffin, Bill Cosby and Bob Hope.  
22 Respondent was also involved with attempting to promote Marx's  
23 appearance on the Tomorrow Show and television specials to be  
24 produced by people such as Richard Adams, Denny Bond, Pierre  
25 Cosette, Bernie Kukoff, Peter Schlessinger, Dick Clark, George  
26 Berrie, George Schlatter, and Danny Selznick. Her involvement

27 \_\_\_\_\_  
28 <sup>6</sup> An appearance at a Ralph Nader Public Citizen Program  
"Washington Greet Groucho" was cancelled shortly before it was  
scheduled to occur.

1 included conversations with various producers to discuss the  
2 viability of proposed television specials, and attendance at  
3 meetings where the concept for the specials and finances were  
4 discussed. The fact that none of these specials were ever made  
5 is not significant. The Artists' Managers Act is designed to  
6 control both the actual obtaining or procurement of employment  
7 or engagements and the promise or attempt to procure employment  
8 or engagements.

9 When all the evidence is reviewed in its totality, the  
10 conclusion seems inescapable that respondent was dedicating at  
11 least part of her time while in Marx's employ to attempting to  
12 procure engagements or employment for that artist without being  
13 licensed to do so.

14 Respondent argues that the disclaimer in her Personal  
15 Management contract makes it impossible to reach the conclusion  
16 that she was in violation of the Artists' Managers Act. This  
17 argument is not persuasive. As Buchwald v. Superior Court,  
18 supra instructs:

19 "It is a fundamental principle of law that, in  
20 determining rights and obligations, substance  
prevails over form. (Cite omitted)

21 The court, or as here, the Labor Commissioner, is  
22 free to search out illegality lying behind the form  
23 in which a transaction has been cast for the purpose  
of concealing such illegality. (Cite omitted) The  
24 court will look through provisions, valid on their  
25 face, and with the aid of parol[e] evidence,  
determine that the contract is actually illegal or is  
part of an illegal transaction." (Cite omitted)

1 Similarly, in the case at bar, the hearing officer may too look  
2 to the essence of the true relationship between the parties and  
3 not be bound by boilerplate language in the contract.

4 Respondent further points to the existence of licensed  
5 Artists' Managers which the artist had under contract during  
6 his relationship with her, and to booking memos from the  
7 Artists' Managers in support of her argument that she could not  
8 perform activities of an unlicensed Artists' Manager. Again,  
9 the hearing officer is not persuaded. That the artist may have  
10 had a licensed Artists' Manager in his employ does not  
11 necessarily mean that respondent was not also performing  
12 services of an Artists' Manager without a license.

13 Finally, respondent argues that any contracts in question  
14 where the artist was engaged or employed were prepared by  
15 attorneys or other professionals. True, the final terms of  
16 contracts where Marx actually performed as an artist were  
17 reduced to writing by others. But, the evidence was by a  
18 preponderance that respondent was involved with negotiating  
19 terms of proposed television appearances by Marx with some  
20 interested producers.

21 The final issue, and most crucial issue, is what relief  
22 should be afforded petitioner? Is petitioner entitled to have  
23 respondent return all consideration paid to her during the  
24 entire six year period of the relationship? The hearing  
25 officer believes such relief would be unduly harsh, and  
26 contrary to the spirit of the Artists' Managers Act.

27 If the Personal Management contract was a ruse to  
28 circumvent the Artists' Managers Act, then it would certainly

1 be within the authority of the Labor Commissioner to declare  
2 the contract void ab initio, and order the return of all  
3 consideration received. However, in the case at bar, the  
4 hearing officer does not believe any such fraud or subterfuge  
5 was intended by respondent. That she did require a license for  
6 some of her activities for the artist is without question.  
7 But, it is apparent that had she applied for a license, and  
8 paid the nominal fee, the license would have been issued.

9 The Artists' Managers Act is a remedial statute designed  
10 to accomplish two goals:

- 11 1. To protect those artists looking for employment or  
12 engagements, and
- 13 2. To protect the public by preventing improper persons  
14 from becoming licensed.

15 At the time he met respondent, Marx was 80 years old, and  
16 had been in show business for well over 60 years. As such, he  
17 could hardly have been described as a neophyte in that  
18 business. While the Act clearly is intended to protect all  
19 artists, the inexperienced and veteran, there is more concern  
20 to protect the new artist, who because of his lack of  
21 experience can be more easily exploited.

22 Respondent hardly fit the bill of the unsavory individual  
23 that the act seeks to prevent from ever receiving a license.  
24 There was no evidence introduced to show any criminal history  
25 or anything else that would have denied her a license had she  
26 taken the time to submit an application and pay the required  
27 fee.  
28

1           Nevertheless, respondent did violate the Artists' Managers  
2 Act as then enacted.<sup>7</sup> To encourage compliance with the  
3 Artists' Managers Act and deter others from failing to obtain  
4 the requisite license, restitution is required. The question  
5 is how much and to what extent.

6           It is the hearing officer's view that consistent with what  
7 he believes to be his broad discretion in formulating a remedy  
8 that is appropriate under the facts of this case,<sup>8</sup> respondent  
9 is ordered to return all sums received between the time she  
10 signed her Personal Management Contract and the death of Marx  
11 which reflect payment for services performed as an unlicensed  
12 artists' manager.

13           The evidence before the hearing officer was that  
14 respondent received in salaries, commissions, expenses, loans  
15 and other miscellaneous income, the sum of \$401,462.53 during  
16 the period in question. Unfortunately, Marx did not clearly  
17 delineate what sums were paid to respondent for her services as  
18 an artists' manager. It is the hearing officer's determination

19           <sup>7</sup> The hearing officer expresses no view as to whether the  
20 1979 amendment to the Artists' Managers Act reflects any  
significant change from its predecessor statute.

21           <sup>8</sup> In Garson v. Division of Labor Law Enforcement, 33 Cal.  
22 2d 861, 206 P. 2d 363 (1949) at 864, the California Supreme  
23 Court recognized the comprehensive powers of determination  
granted to the Labor Commissioner to settle disputes arising  
out of the Artists' Managers Act:

24           "It is a reasonable implication from this section  
25 that the general policy is to give comprehensive  
26 powers of determination in disputes between the  
27 agency and applicant in regard to commissions or fees  
28 and their contracts. They may provide in their  
contract for a broad and inclusive arbitration and it  
should follow that similar broad powers are granted  
to the commissioner to settle disputes where the  
parties do not provide for arbitration as  
contemplated by section 1647.5" (at 864).

1 that respondent spent no more than 20% of her time performing  
2 the services of an artists' manager. Accordingly, it is my  
3 determination that respondent be ordered to return the sum of  
4 \$80,000.00 to petitioner.

5 DATED: 1/6/82

\_\_\_\_\_/s\_\_\_\_\_  
Laurence T. Emert  
Hearing Officer

7 ADOPTED:

8 DATED: January 14, 1982

\_\_\_\_\_/s\_\_\_\_\_  
Patrick Henning  
State of California Labor  
Commissioner

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