

1 DIVISION OF LABOR STANDARDS ENFORCEMENT
Department of Industrial Relations
2 State of California
BY: DAVID L. GURLEY (Bar No. 194298)
3 455 Golden Gate Ave., 9th Floor
San Francisco, CA 94102
4 Telephone: (415) 703-4863
5 Attorney for the Labor Commissioner

6
7 BEFORE THE LABOR COMMISSIONER
8 OF THE STATE OF CALIFORNIA

9 CHARLES POPE; BRANDON HARTLEY; CARRIE) No. TAC 2-01
10 ZANOLINE; MARY FEELEY; JULIE ROLL;)
MARY MACKEY; MICHELLE VIGIL/BRANDON) DETERMINATION OF
11 TROWBRIDGE (minor); CASANDRA ROSS/) CONTROVERSY
JAY ROSS (minor); WILLIAM WHITE AKA)
12 BILL AUSTIN; JOEL BIZAL; CAMRON)
PALMER (minor); ROXANNA CORTES;)
13 JOANNE COHEN; AMOS GLICK; LAURA)
HUDSPETH; LINDA EASTMAN/BRAD and)
14 RENAE EASTMAN(minors); JENNIFER)
DOUBLEDAY; LINDSAY GALBRAITH; REBECCA)
15 and SANDRA STAATS (minor); MICHAEL)
LOPEZ; KATHY WHISENHUNT dba PAGE)
16 MANAGEMENT as guardian ad litem for)
HALEY ABRAMS et al., (see exhibit L);)
17 KARINA ANDREWS; ADRIAN RAPP; DAN)
FACCHETTI; DONNA HOM/ALLISON HOM)
18 (minor); MAELYS J. VALIN; STEFFANIE)
HODGE; ERIC SCHNIEWIND; TIA PIERRE;)
19 JESSICA MAYERS; MICHAEL SOMMERS; JAMES)
CUTTES; JENNIFER CARAH; TAJMA SOLEIL;)
20 ELEANOR LAWRENCE;)
21)
Petitioners,)
22 vs.)
23 MITCHELL AGENCY, INC.; MITCHELL)
TALENT AGENCY, INC., TROY SOLAREK and)
24 MITCHELL SOLAREK, as individuals)
and DOES 1 through 10, inclusive,)
25)
Respondents.)
26)

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1 INTRODUCTION

2 The above-captioned petition was originally filed by
3 Charles "Markus" Pope on January 25, 2001, (hereinafter
4 "Petitioners"), alleging that MITCHELL and TROY McVEY-SOLAREK
5 acting on behalf of MITCHELL AGENCY INC., a.k.a. MITCHELL TALENT
6 AGENCY, INC., a.k.a. and/or MITCHELL MODEL MANAGEMENT, (hereinafter
7 "Respondent", "Mitchell" or "Mitchell Agency"), failed to pay
8 petitioner's wages earned in connection for modeling services
9 performed while represented by the respondent in violation of Labor
10 Code §1700.25(a)¹.

11 Soon thereafter, additional claims began to filter into
12 the Labor Commissioner's office alleging the identical cause of
13 action and seeking the identical remedies from other discontented
14 models. On or around May 1, 2001, the Labor Commissioner
15 consolidated all of the claims - eventually tallying seventy-two
16 (72) models alleging earnings withheld in excess of \$148,000.00 -
17 into one action.

18 The respondent's attorney, James Wattson, accepted
19 service of the petition on behalf of the named entities² and
20 stipulated to all of the amounts allegedly owed on behalf of his
21 clients. The petitioners appeared *in propria persona*, except Susan
22 Kleebauer Esq., appeared on behalf of Rebecca & Sandra Staats; and
23

24 ¹ All statutory citations will refer to the California Labor Code unless
25 otherwise indicated.

26 ² A reading of the corporate filings for both corporations named in the
27 petition, established that Mr. Wattson is the attorney of record for Mitchell
28 Agency, Inc., and the agent for service for Mitchell Talent Agency, Inc.. Mr.
Wattson accepted service by Notice and Acknowledgment of Receipt on behalf of
both entities.

1 name and conducted agency business under the name of Mitchell
2 Talent Management, Talent Agency. In 1993, Solarek opened up a
3 branch office in San Francisco, California, inevitably replacing
4 the Sacramento office as Mitchell's main business headquarters in
5 1994. In 1995, Mitchell included his wife, Troy, on the renewal
6 application for his talent agency license, ostensibly providing
7 Troy with supervisory capabilities. According to Troy's personal
8 record form filed with this Division, she was acting as a sub agent
9 and administrative supervisor.

10 3. On December 17, 1996, the Solareks incorporated by
11 filing the appropriate documents and otherwise complying with the
12 requirements of California's Secretary of State, under the name of
13 Mitchell Agency, Inc., Corp. No. C1905236. In 1997,
14 notwithstanding Solareks' new corporate status, they changed the
15 name listed on the annual renewal application to Mitchell
16 Management, Talent Agency, and added a branch office in Los
17 Angeles, California. That same year the business name was again
18 amended to Mitchell Management Talent dba Company Management,
19 Talent Agency. Troy's presence and influence increased as she now
20 advertised herself as the Agency Director.

21 4. In 1998, the branch office in Los Angeles was
22 closed and on November 5, 1997, the business was reincarnated into
23 Mitchell Agency, Inc., dba Mitchell Talent Agency, (hereinafter
24 "agency"), license No. 3530. This corporation was now the official
25 entity of the Solarek's agency. It was during this period, the
26 third player, John Erlendson, was introduced to this agency fiasco.

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1 Erlendson was the newly appointed 20% shareholder of "agency"³, as
2 reflected in the annual, talent agency license, renewal,
3 application and notably signed by Erlendson.

4 5. In September of 1997, and further mucking the
5 already murky waters, was Mitchell Solarek. Solarek again
6 incorporated under a new name. Solarek was now CEO for the newly
7 recognized entity of Mitchell Talent Agency, Inc., (hereinafter
8 "Talent"), Corp. No. C2055879. This time the corporate filings
9 reflected John Erlendson as a Vice President and 20% shareholder of
10 "Talent". From November 5, 1997 through the present, the actual
11 talent agency license was issued under the name Mitchell Agency,
12 Inc., Talent Agency, [a blending of the two corporate entities]
13 with each subsequent renewal application reflecting Troy and
14 Mitchell as 40% owners and Erlendson a 20% owner respectively.

15 6. At the end of 1999, the parties as usual filed their
16 renewal application, and for reasons we do not begin to discern,
17 listed the official entity on their application as Mitchell Talent
18 Agency, Inc., again reflecting the same corporate ownership. The
19 parties evidently flip-flopped the corporate names on alternate
20 years, demonstrated by the 2000 renewal application reverting back
21 to Mitchell Agency, Inc.. Erlendson and the Solareks utilized the
22 two corporations interchangeably in pursuit of their talent agency
23 license while maintaining the 40/40/20 percent split, regardless of
24 which corporate name they filed on their annual renewal

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27 ³ A review of the corporate filings with the Secretary of State required
28 by every California corporation does not reflect Erlendson's 20% ownership
interest.

1 applications. Consequently this Determination of Controversy will
2 treat both entities as one corporation functioning under one
3 license, and for purposes of clarity will reference all of the
4 aforementioned respondents as "Mitchell" or "Mitchell Agency".⁴

5 7. With that historical background, we attempt to
6 unravel one of the worst talent agency breaches of fiduciary duty
7 ever encountered by the Division of Labor Standards Enforcement.

8 8. Mitchell Agency Inc. first began their operation
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10 ⁴ John Erlendson attempted to distance himself from the Solareks and
11 testified that in 1998 when he entered the partnership with the Solareks, he was
12 brought aboard to establish and conduct a commercial, film, television and radio
13 division, which he would run separate and apart from the Solarek's fashion, print
14 and modeling division which had dominated the Solarek's agency...(cont.)
15 (cont...) business from its inception. Erlendson testified that Mitchell Talent
16 Agency, Inc., was his responsibility, notwithstanding the Solarek's 80% ownership
17 interest. Conversely, he testified that Mitchell Agency, Inc., was responsible
18 for the print and modeling divisions, owned and operated completely by the
19 Solareks, which had created all of the problems and was the focus of this
20 petition. When asked whether Mitchell Talent Agency, Inc. was a licensed talent
21 agent he replied that they were, while simultaneously claiming no affiliation
22 with Mitchell Agency. Of course, there was only one license issued. When
23 instructed that there was no license reflecting Mitchell Talent Agency Inc.,
24 Erlendson feigned ignorance maintaining "there is confusion in that there are two
25 companies. The license is under the name Mitchell Agency, Inc.; but my ownership
26 is in Mitchell Talent Agency Inc.." This befuddled answer was not credible. It
27 was clear both entities were working under one license and Erlendson was fully
28 aware of this fact.

20 As reflected in all of the renewal applications for the license, these
21 three individuals conducted one business using both corporate names
22 interchangeably when it suited their needs. (It was not established at the
23 hearing why the names continued to see-saw back and forth.) In light of
24 Erlendson's acknowledgment through his signed renewal applications, referencing
25 his 20% ownership in the Mitchell Agency; whereby all agency activity (including,
26 radio, film, television, and commercial) was conducted under one license, Mr.
27 Erlendson cannot completely escape culpability. The print and commercial
28 divisions not only shared a license with Erlendson, but also a receptionist,
phones, office space, and artists. Moreover, it was not determined how Erlendson
was compensated, but no evidence was brought by Erlendson that his compensation
was not derived through Mitchell Agency profits or converted monies. In
mitigation, there was a considerable amount of testimony from artists who
indicated he utilized a separate payroll service, paid his artists on time and
otherwise supported his story that he had no connection with the modeling aspect
of the business. Mr. Erlendson's culpability will be reevaluated during his
pending application for a new talent agency license.

1 under that name in 1998, and according to the testimony of several
2 of Mitchell's longtime clients, operated a successful print and
3 modeling talent agency. On or around this time, John Erlendson,
4 formerly co-owner of Stars Talent Agency, and a former casting
5 director for Voice Trax of San Francisco was brought in to
6 apparently raise Mitchell's prestige in the small San Francisco
7 talent agency market. Erlendson's specialty appeared to be
8 garnering talent in commercial, film, television and radio, and he
9 immediately began procuring work for artists in these fields.
10 Simultaneously, Troy and Mitchell continued their operation of
11 procuring work for artists in print and modeling industries.

12 9. From afar, the Mitchell Agency appeared to conduct
13 itself in compliance with California talent agency law. But upon
14 closer examination, things were not well within the confines of
15 Mitchell. As a talent agency representing print models, Mitchell
16 would initially receive the checks from the production company and
17 then remit those monies, after subtracting their commission, to the
18 model⁵. Mitchell always had the reputation of an agency that paid
19 their models late, but who would inevitably pay. The petitioners
20 indicated that they did not complain at an earlier time for various
21 reasons, including the fear of being ostracized from an agency that
22 provided them work, and pure optimism that they would eventually
23 receive payment.

24 10. In early 1999, the checks arrived at a slower and
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26 ⁵ Labor Code §1700.25 requires that "a licensee who receives any payment
27 of funds on behalf of an artist shall immediately deposit that amount in a trust
fund account maintained by him or her ... The funds less the licensee's
commission, shall be disbursed to the artist within 30 days after receipt.

1 slower pace. Many of the petitioners indicated that they would
2 finish the photo shoot, and it was not unusual to be paid up to six
3 months later. Throughout this time period, Mitchell Agency
4 utilized their in-house accountant, Greg Campbell, who was an
5 employee of the agency. Conversely, all was running smoothly in
6 the television, commercial and radio side. Of course, the Screen
7 Actors Guild (SAG) and the American Federation of Television and
8 Radio Artists (AFTRA) compel any talent agency representing those
9 artists to be paid in a timely fashion or risk losing the unions
10 franchise status.

11 11. Disturbingly, model after model testified that when
12 the Solareks were questioned why the checks were not coming in and
13 the petitioners were not getting paid for services previously
14 rendered, the Solareks and other employees affiliated with the
15 Mitchell Agency indicated that Mitchell had not received payment
16 from the production company clients. This was an utter fabrication
17 and blatant misrepresentation intended to deceive the petitioners.
18 Several models testified that upon hearing this excuse, they
19 directly contacted the production company who provided proof that
20 the Mitchell Agency had been paid and that the checks issued by the
21 production companies had long ago been cashed and cleared by the
22 Mitchell Agency. This testimony, clearly established that the
23 Mitchell Agency was misrepresenting to their models what was
24 actually occurring. In deceiving their models, who entrusted the
25 Mitchell Agency with the responsibility of representation, they had
26 actually converted for their own financial gain the remuneration
27 earned by the petitioners, in clear breach of their fiduciary duty

1 owed to the petitioners.

2 12. In or around March 2000, Mitchell transferred
3 payroll responsibility to an outside payroll service, Curo
4 Financial. In spite of that move, the checks stopped arriving
5 toward the end of 1999 and throughout 2000 and 2001. In early
6 2001, the petitioners began looking at any avenue that could remedy
7 this exacerbating situation. Each artist attempted through dozens
8 of phone calls, e-mails and letters in an attempt to collect their
9 owed compensation. Each time a different excuse was forthcoming.
10 The artists utilized every possible means to reach the Solareks,
11 without success. In some cases, the models were friends and
12 clients of the Solareks and the Mitchell Agency for over a decade.
13 They were betrayed, aggrieved and never offered an explanation.

14 13. Currently, the Solareks have closed the doors of
15 the agency and moved to Tennessee. The petitioners were left with
16 no recourse, but to file this petition. With primary and exclusive
17 jurisdiction in determining controversies between talent agents and
18 their artists under representation, the Division of Labor Standards
19 Enforcement held this hearing. As a result of the hearing,
20 established through stipulations of the respondents, credible
21 testimony and documentary evidence offered, the following chart
22 demonstrates which models are entitled to a recovery; which client
23 or production companies paid the bill; applicable dates of the
24 engagements performed, and amounts earned that remain unpaid:

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TAC 2-01 CHARLES MARKUS POPE et al. Vs. MITCHELL AGENCY INC.
06/29/2001

NAME	CLIENT	PERIOD	AMOUNT	TOTAL AMOUNT	
A. JENNIFER CARAH	KAREN STEFFEN STUDIOS/ SHALOM WINERY	12/12/2000	\$ 816.87	\$ 1,191.87	
	CHRIS AD	04/09/2001	\$ 375.00		
B. CHARLES POPE	TERWILLINGER	12/06/1999	\$ 450.00	\$ 11,489.22	
	LEVI'S	12/02/2000	\$ 300.00		
	JUTTA	04/01/2000	\$ 562.50		
	LEVI'S	04/19/2000	\$ 225.00		
	LEVI'S	04/19/2000	\$ 150.00		
	LEVI'S	04/26/2000	\$ 200.00		
	LEVI'S	20-Apr	\$ 150.00		
	LEVI'S	04/23/2000	\$ 300.00		
	LEVI'S	04/26/2000	\$ 300.00		
	LEVI'S	04/26/2000	\$ 300.00		
	LEVI'S	04/26/2000	\$ 450.00		
	LIZ MATHEW/BONA APETIT	01/21/2000	\$ 135.00		
	LEVI'S	07/07/2000	\$ 300.00		
	LEVI'S	07/10/2000	\$ 240.00		
	LEVI'S	12/20/2000	\$ 300.00		
	LEVI'S	12/03/2000	\$ 450.00		
	LEVI'S	01/22/2001	\$ 470.00		
	GAP	02/08/2001	\$ 1,274.80		
	MACY RUNWAY SHOW	02/09/2001	\$ 320.00		
	DAVID MARTINEZ	03/08/2001	\$ 240.00		
	LEVI'S	03/09/2001	\$ 240.00		
	LEVI'S	03/14/2001	\$ 455.00		
	BUYOUT CHARLES SCHWAB USAGE 1 YEAR		\$ 1,600.00		
	COURIER FEES		\$ 76.92		
	MODEL MICHAL HENDRICKS	COMM 5%	\$ 2,000.00		
	C. MARY FEELEY	RECOVERY	04/14/2000		\$ 162.75
		THOMAS STUDIO/ DORITO	Nov-00		\$ 1,500.00
SOUTHBAY ACCENT		12/13/2000	\$ 200.00		

	BONA APETIT	01/31/2001	\$ 150.00	
	LONG'S KARAGEORGE	02/20/2001	\$ 468.75	
	CHARLES SCHWAB BUYOUT	Mar-01	\$ 2,000.00	\$ 4,481.50
D. MARY MACKEY	SEA WALL PHOTO	11/30/2000	\$ 400.00	
	NORDSTROM	12/07/2000	\$ 250.00	
	NORDSTROM	03/10/2001	\$ 350.00	
	MERVYN'S PRINT	04/06/2001	\$ 187.50	
	MERVYN'S PRINT	04/09/2001	\$ 375.00	
	CHARLES SCHWAB BUYOUT	03/28/2001	\$ 850.00	\$ 2,412.50
E. BRANDON TROWBRIDGE/ MITSIE JOHNSON	MERVYN'S	07/21/2000	\$ 165.00	
	MERVYN'S	07/31/2000	\$ 281.25	
	MERVYN'S	08/14/2000	\$ 182.50	
	MERVYN'S	08/15/2000	\$ 95.00	
	MERVYN'S	08/17/2000	\$ 165.00	
	MERVYN'S	08/24/2000	\$ 223.00	
	MERVYN'S	08/25/2000	\$ 213.75	
	MERVYN'S	09/11/2000	\$ 118.75	
	MERVYN'S	08/28/2000	\$ 95.00	
	MERVYN'S	09/14/2000	\$ 190.00	
	MERVYN'S	09/18/2000	\$ 190.00	
	MERVYN'S	09/25/2000	\$ 332.00	
	MERVYN'S	09/26/2000	\$ 190.00	
	MERVYN'S	09/29/2000	\$ 312.50	
	MERVYN'S	10/03/2000	\$ 190.00	
	MERVYN'S	10/06/2000	\$ 190.00	
	MERVYN'S	10/12/2000	\$ 190.00	\$ 3,323.75
			PAID	
				\$ 1,958.75
F. THERESA MARIA IA VILLATUYA	LEVI'S	08/10/2000	\$ 150.00	
	LEVI'S	08/14/2000	\$ 150.00	
	LEVI'S	10/23/2000	\$ 150.00	
	LEVI'S	10/24/2000	\$ 150.00	
	LEVI'S	10/25/2000	\$ 300.00	
	LEVI'S	10/26/2000	\$ 1,200.00	
	LEVI'S	10/27/2000	\$ 525.00	
	LEVI'S	11/07/2000	\$ 225.00	
	LEVI'S	11/09/2000	\$ 150.00	

	SEA WELL PHOTO	11/20/2000	\$ 400.00	\$ 3,400.00
G. MICHAEL SOMMERS	BATTENBERG, FILHARDT, WRIGHT	02/19/2001	\$ 450.00	
	BURCHILL ADVERTISING	02/14/2001	\$ 1,440.00	
	BURCHILL ADVERTISING	03/09/2001	\$ 1,680.00	\$ 3,570.00
H. MICHAEL O'BRIEN				
I. WILLIAM WHITE	RUIZ PRODUCTIONS/VOLVO	12/07/2000	\$ 1,000.00	
		10% INTERST ON FIRST PAYMENT	\$ 33.33	
		10 % INTEREST ON BALANCE	\$ 54.16	
		FAX TEL BILL	\$ 0.18	\$ 1,087.67
J. JOANNE COHEN	LEIGH BEISEN PHOTOGRAPY TILIA	5/1 -5/2/2000	\$ 3,000.00	
		TELEPHONE CHRG	\$ 7.57	\$ 3,007.57
K. CAMRON PALMER / ROULA PALMER	KATRINE	05/04/2000	\$ 150.00	
	THOMAS HEINER STUDIO	06/15/2000	\$ 900.00	
	THOMAS HEINER STUDIO	06/16/2000	\$ 720.00	
		BONUS	\$ 750.00	
	MERVYN'S	06/29/2000	\$ 112.50	
	MICHAEL CURREO	07/14/2000	\$ 100.00	
	DISCOVERY CHANNEL	08/09/2000	\$ 1,514.66	
	MACY'S WEST	10/26/2000	\$ 125.00	
	MARK TUSCHMAN PHOTO	01/02/2001	\$ 375.00	
		TELEPHONE CHRG	\$ 11.56	\$ 4,758.72
L. ROXANNA CORTES	VIC HUBER PHOTOGRAPHY	07/08/2000	\$ 1,000.00	
	VIC HUBER PHOTOGRAPHY	07/10/2000	\$ 1,187.50	
	VIC HUBER PHOTOGRAPHY	07/12/2000	\$ 1,000.00	
	VIC HUBER PHOTOGRAPHY	07/13/2000	\$ 1,375.00	
	DAVID MAGNUSSON	11/15/2000	\$ 562.50	
	DAVID MAGNUSSON	11/15/2000	\$ 300.00	
	KAREN STEFFENS	12/11/2000	\$ 750.00	
	CHRIS ADVERTISING	04/09/2001	\$ 375.00	\$ 6,550.00
M. AMOS GLICK	KBP WEST	05/27/2000	\$ 3,000.00	
	DOREMUS INC.	07/28/2000	\$ 3,600.00	
		INTEREST/DAMAGES	\$ 110.00	\$ 6,710.00

N. JENNIFER DOUBLEDAY	KEN PROBST	06/13/2000	\$	187.50	
	SOUTHBAY ACCENT	10/26/2000	\$	150.00	
	PUBLICIS DIALOG	02/15/2001	\$	2,600.00	
	CHRIS ADVERTISING	04/09/2001	\$	375.00	
	BONA APPETIT	01/31/2001	\$	150.00	
O. KATHY WHISENHUNT/ PAGE MANAGEMENT					
Hailey Abrams	BABY GAP	06/07/2000	\$	300.00	
	BABY GAP	06/08/2000	\$	225.00	
	MERVYN'S	09/18/2000	\$	75.00	
Alexandra Burnham	MACYS	01/08/2001	\$	187.50	
	MACYS	02/20/2001	\$	250.00	
Anna Calder	MACYS	02/20/2001	\$	125.00	
Alexis Caviness	BABY GAP	08/15/2000	\$	300.00	
	MACYS	08/16/2000	\$	100.00	
	BABY GAP	08/17/2000	\$	325.00	
	MERVYN'S	08/21/2000	\$	75.00	
	BABY GAP	09/11/2000	\$	375.00	
	MERVYNS	09/18/2000	\$	75.00	
Bailee Chapman	RIDDER JEANS	07/19/2000	\$	1,440.00	
Ethan Durrant	MERVYNS	05/05/2000	\$	75.00	
Seth Durrant	MERVYNS	05/19/2000	\$	93.75	
	MACYS	08/12/2000	\$	75.00	
Faith Flores	BABY GAP	08/16/2000	\$	150.00	
Kierstan Fouts	MACYS.COM	12/20/2000	\$	187.50	
	MERVYNS	03/22/2001	\$	37.50	
	MACYS	04/24/2001	\$	100.00	
Taylor Gilesppi	MACYS.COM	12/20/2000	\$	100.00	
Garrett Graves	MACYS	01/02/2001	\$	50.00	
Kenny Heinlein	MERVYNS	06/29/2000	\$	75.00	
	MERVYNS	07/17/2000	\$	112.50	
	MERVYNS	07/21/2000	\$	75.00	
	MERVYNS	08/18/2000	\$	75.00	
	MERVYNS	09/08/2000	\$	75.00	
	MERVYNS	09/12/2000	\$	75.00	
	MERVYNS	10/12/2000	\$	93.75	
Lisa Hewitt	MERVYNS	07/14/2000	\$	150.00	

	MERVYNS	08/08/2000	\$	75.00
Cambrie Jessee	MACYS	02/06/2001	\$	50.00
	MACYS	10/27/2000	\$	200.00
Joseph Kovalik	MACYS	06/03/2000	\$	150.00
	MACYS	08/28/2000	\$	250.00
Nathan Lane	DISCOVERY TOYS	10/31/2000	\$	150.00
Aija Le	MACYS	07/07/2000	\$	150.00
	BABY GAP	06/08/2000	\$	150.00
	MACYS	03/13/2001	\$	150.00
Michael Lum	MACYS	05/25/2000	\$	200.00
	DISCOVERY TOYS	10/20/2000	\$	150.00
Bailey Matos	MACYS	04/24/2001	\$	100.00
Spencer Millar	MERVYNS	03/22/2001	\$	187.50
Mikayla Moore	MACYS	03/13/2001	\$	150.00
	MACYS	03/14/2001	\$	150.00
	MERVYNS	07/14/2000	\$	75.00
Katelyn Owens	MERVYNS	02/02/2001	\$	75.00
Garrett Palmer	AMERICAN GIRL	07/20/2000	\$	350.00
	OSHKOSH	09/25/2000	\$	187.50
	OSHKOSH/ADDTL USAGE	09/25/2000	\$	400.00
	MACYS	03/14/2001	\$	100.00
Lauren Palmer	MACYS	10/10/2000	\$	50.00
Brandon Pearson	MACYS.COM	12/19/2000	\$	100.00
	MERVYNS	03/22/2001	\$	75.00
Mathew Pearson	MACYS.COM	12/21/2000	\$	100.00
Sada Perkins	MACYS	04/24/2001	\$	100.00
Elijah Phoenix	BABY GAP	08/15/2000	\$	300.00
Jeremiah Poblete	MACYS	04/03/2001	\$	100.00
	MACYS	01/09/2001	\$	100.00
Jason Protass	MACYS	09/14/2000	\$	100.00
Alyssa Rohrer	BABY GAP	06/09/2000	\$	150.00
	MACYS	10/13/2000	\$	50.00
	MACYS	10/16/2000	\$	100.00
Gavin Shalar	MACYS.COM	12/20/2000	\$	50.00
Sofia Shalar	MERVYNS	11/02/2000	\$	37.50
Jacob Simpson	MACYS	03/13/2001	\$	100.00
	MERVYNS	03/22/2001	\$	75.00

Sydney Smyth	MACYS	02/06/2001	\$	50.00	
Tristan Weaver	MERVYNS	10/10/2000	\$	75.00	
	MERVYNS	10/20/2000	\$	112.50	
	MACYS	01/12/2001	\$	100.00	
	MACYS	03/06/2001	\$	50.00	
Nicholas Wratten	MERVYNS	08/18/2000	\$	112.50	
	MACYS	10/16/2000	\$	100.00	
	MACYS	01/05/2001	\$	100.00	
	MACYS	01/10/2001	\$	150.00	
	MACYS	01/12/2001	\$	100.00	\$ 11,440.00
P. REBECCA STAATS	LEVIS	08/05/1999	\$	150.00	
	LEVIS L2 AIRFARE TO LA	08/24/1999	\$	185.00	
	LEVIS L2 AIRFARE TO LA	09/03/1999	\$	188.00	
	LEVIS	10/29/1999	\$	150.00	
	LEVIS	02/01/2000	\$	150.00	
	PHIL SALTONSTALL	02/03/2000	\$	500.00	
	LEVIS SHOW	04/26/2000	\$	450.00	
	LEVIS	04/26/2000	\$	150.00	
	LEVIS	06/27/2000	\$	300.00	
	LEVIS	06/29/2000	\$	150.00	
	LEVIS	06/30/2000	\$	150.00	
	LEVIS	08/03/2000	\$	150.00	
	LEVIS	08/04/2000	\$	150.00	
	LEVIS	08/15/2000	\$	2,000.00	
	LEVIS	08/21/2000	\$	150.00	
	LEVIS	08/22/2000	\$	150.00	
	LEVIS	08/29/2000	\$	150.00	
	LEVIS	08/30/2000	\$	150.00	
	LEVIS	09/14/2000	\$	300.00	
	MACYS	09/16/2000	\$	250.00	
	LEVIS	09/20/2000	\$	375.00	
	LEVIS	09/22/2000	\$	300.00	
	LEVIS	09/25/2000	\$	300.00	
	LEVIS	09/26/2000	\$	150.00	
LEVIS	10/05/2000	\$	150.00		
LEVIS	10/06/2000	\$	150.00		
LEVIS	10/11/2000	\$	150.00		

	LEVIS	10/12/2000	\$	150.00	
	LEVIS	10/12/2000	\$	150.00	
	LEVIS	10/16/2000	\$	150.00	
	LEVIS	10/18/2000	\$	150.00	
	LEVIS	10/19/2000	\$	150.00	
	LEVIS	10/20/2000	\$	150.00	
	LEVIS	10/23/2000	\$	525.00	
	LEVIS	10/24/2000	\$	600.00	
	LEVIS	10/25/2000	\$	150.00	
	LEVIS	10/26/2000	\$	1,275.00	
	LEVIS	10/27/2000	\$	900.00	
	LEVIS	10/31/2000	\$	150.00	
	LEVIS	11/02/2000	\$	450.00	
	LEVIS	11/02/2000	\$	150.00	
	LEVIS	11/03/2000	\$	150.00	
	LEVIS	12/15/2000	\$	150.00	
	LEVIS	01/31/2001	\$	300.00	
	MERVYNS	02/16/2001	\$	656.25	
	LEVIS	03/14/2001	\$	568.50	
SANDRA STAATS	MERVYNS	08/04/2000	\$	300.00	
	MERVYNS	03/30/2001	\$	550.00	\$ 15,322.75
Q. LINDSAY GALBRAITH	BANANA REPUBLIC	8/17 - 8/18/2000	\$	5,000.00	
	BANANA REPUBLIC	9/12, 9/13, 9/14/2000	\$	8,375.00	\$ 13,375.00
R. BRAD EASTMAN	DAVID MAGNUSSON	11/22/1999	\$	100.00	
	GAP DIRECT	04/05/2000	\$	600.00	
	GAP DIRECT	04/03/2000	\$	540.00	
	GAP DIRECT - MILEAGE	04/03/2000	\$	132.48	
	SHARPER IMAGE	05/16/2000	\$	150.00	
	SHARPER IMAGE	06/08/2000	\$	160.00	
	SHARPER IMAGE	06/08/2000	\$	225.00	
	SHARPER IMAGE	07/12/2000	\$	360.00	
	SHARPER IMAGE	11/18/2000	\$	1,575.00	
	GAP DIRECT	01/04/2001	\$	390.00	
	GAP DIRECT	01/03/2001	\$	300.00	\$ 4,532.48
RENAE EASTMAN	SHARPER IMAGE	11/01/1999	\$	850.00	
	SHARPER IMAGE	11/15/2000	\$	1,575.00	\$ 2,425.00
S. ADJOA MIDDLETON	MERVYN'S	04/30/2000	\$	750.00	

40 SELFRIDGE, VALLEJO 94590 (510) 967-7618	MERVYN'S	07/25/2000	\$ 1,125.00	
	MERVYN'S	08/09/2000	\$ 796.87	
	MERVYN'S	08/31/2000	\$ 750.00	
	MERVYN'S	12/13/2000	\$ 1,500.00	
	MERVYN'S	05/15/2001	\$ 750.00	\$ 5,671.87
T. LAWRENCE RADECKER 29 RAMONA AVENUE, #5 SF, CA 94103 (415) 626-4792	BATTENBERG, FILLHARDT, WRIGHT	02/19/2001	\$ 675.00	\$ 675.00
U. ADRIAN RAPP	MERVYN'S	06/30/2000	\$ 562.50	
	LEVI'S	08/08/2000	\$ 225.00	
	LEVI'S	08/21/2000	\$ 150.00	
	LEVI'S	08/23/2000	\$ 300.00	
		CHARGEBACK		\$ 798.32
V. ALLISON HOM	GAP FITTING	11/03/2000	\$ 240.00	
	GAP SONOMA FLAT RATE	11/06/2000	\$ 600.00	
	GAP SONOMA TRAVEL	11/06/2000	\$ 150.00	
	GAP SONOMA FLAT RATE	11/07/2000	\$ 600.00	
	GAP SONOMA TRAVEL	11/07/2000	\$ 150.00	
	FASHION SHOW	12/05/2000	\$ 120.00	
	MERVYN'S	12/13/2000	\$ 114.00	
	MACY'S	01/02/2001	\$ 160.00	\$ 2,134.00
W. GEA CARR	MERVYN'S	10/24/2000	\$ 562.50	
	MERVYN'S	02/14/2001	\$ 750.00	
	MERVYN'S	02/15/2001	\$ 750.00	
	CHRISTIAN PARENT	May-01	\$ 150.00	
	POCKET BOOKS INC.	08/04/1999	\$ 1,500.00	\$ 3,712.50
X. MARION FAYMONVILLE	BON APPETIT	07/25/2000	\$ 148.50	
	DOREMUS ADVERTISING	08/30/2000	\$ 200.00	
	JOHN CASADO	09/18/2000	\$ 240.00+ 20%	
	PUBLICIS	09/28/2000	\$ 1,500.00 + 20 %	
	DAVID MAGNUSSON	11/27/2000	\$ 844.75	
	MERVYN'S	05/14/2001	\$ 468.75	\$ 3,402.00
Y. BIN YANG 2638 CLEMENT ST, #14 SF, CA 94121 (415) 596-7880	NORDSTROM	02/16/2000	\$ 200.00	
	JESSICA MCCLINTOCK	04/06/2000	\$ 550.00	
	NEIMAN MARCUS	04/27/2000	\$ 240.00	
	NORDSTROM	05/02/2000	\$ 480.00	

	KAPETOLA	Sep-00	\$	280.00	
	SF CHRONICLE	11/09/2000	\$	75.00	
	MARY MCFADDEN	12/13/2000	\$	250.00	
	NORDSTROM	02/15/2001	\$	200.00	
	NORDSTROM	03/03/2001	\$	120.00	
	NORDSTROM	03/24/2001	\$	120.00	
	NORDSTROM	03/29/2001	\$	200.00	
	NORDSTROM	03/17/2001	\$	120.00	
	NORDSTROM	03/28/2001	\$	80.00	
	NORDSTROM	03/31/2001	\$	200.00	
	NORDSTROM	04/06/2001	\$	960.00	
	NORDSTROM	04/26/2001	\$	280.00	\$ 4,355.00
Z. CAMERON FESER	MERVYN'S	Jun-99	\$	106.25	
	MERVYN'S	07/06/1999	\$	85.00	
	MACY'S WEST	07/06/1999	\$	200.00	
	MERVYN'S	05/10/2000	\$	405.00	\$ 796.25
AA. ERIC SCHNIEWIND	SIC-EM ADVERTISING	09/21/2000	\$	2,425.00	\$ 2,425.00
BB. TIA DORSEY	KATE POWERS	12/14/2000	\$	800.00	
		3/20 - 3/21/2001	\$	2,437.50	\$ 3,237.50
CC. JESSICA MEYERS	BATTENBERG, FILLHARDT, WRIGHT	02/19/2001	\$	900.00	\$ 900.00
JAMES CUTTES / NO VOUCHER	BUYOUT MODELING		\$	300.00	\$ 300.00
DD. JAY ROSS	MACY'S	05/19/2000	\$	125.00	
	MACY'S	05/23/2000	\$	450.00	
	MACY'S	05/24/2000	\$	450.00	
	MACY'S	06/16/2000	\$	100.00	
	MACY'S	07/07/2000	\$	100.00	
	MACY'S	07/10/2000	\$	250.00	
	MACY'S	08/16/2000	\$	150.00	
	MACY'S	09/07/2000	\$	190.00	
	MACY'S PASSPORT	09/09/2000	\$	1,800.00	
	MACY'S	10/16/2000	\$	100.00	

	MACY'S	10/17/2000	\$ 150.00	
	MACY'S	10/26/2000	\$ 100.00	
	MACY'S	12/28/2000	\$ 100.00	
	MACY'S	01/02/2001	\$ 100.00	
	MERVYN'S	02/05/2001	\$ 95.00	
	MACY'S	02/16/2001	\$ 100.00	
	MACY'S	03/06/2001	\$ 100.00	
		TELEPHONE CHRGE	\$ 8.29	\$ 4,468.29
EE. LAURA HUDSPETH	LEVI'S	01/28/2000	\$ 600.00	
	LEVI'S	06/12/2000	\$ 250.00	
	LEVI'S	10/26/2000	\$ 2,400.00	\$ 3,250.00
FF. MICHAEL LOPEZ	SIC-EM ADVERTISING	09/21/2000	\$ 2,772.25	\$ 2,772.25
GG. TAJMA SOLEIL	DAVID MARTINEZ	02/16/2001	\$ 625.00	\$ 625.00
HH. ELEANOR LAWRENCE	2 M & G	02/23/2001	\$ 656.25	
	CHRIS AD	04/09/2001	\$ 375.00	\$ 1,031.25
II. DAN FACCHETTI	GQ MAGAZINE	03/08/2001	\$ 180.00	
	LEVI'S	03/14/2001	\$ 300.00	
	LEVI'S	03/14/2001	\$ 454.00	
	MERVYN'S	03/27/2001	\$ 638.00	
	SONY	04/03/2001	\$ 480.00	
	NORTHFACE	05/09/2001	\$ 150.00	
	MERVYN'S	05/11/2001	\$ 673.00	
	MERVYN'S	05/15/2001	\$ 150.00	
	MERVYN'S	05/21/2001	\$ 300.00	\$ 3,325.00

GRAND TOTAL	\$ 146,292.26
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2 LEGAL ANALYSIS
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4 1. Labor Code 1700.4(b) includes "models" in the
5 definition of "artist". Petitioners are therefore "artists" within
6 the meaning of Labor Code §1700.4(b).

7 2. It was stipulated that the Respondents were a
8 licensed California talent agency at all times, conducting talent
9 agency activities under License No. TA 3530.

10 3. Labor Code §1700.44 provides that "[i]n cases of
11 controversy arising under this chapter, the parties involved shall
12 refer matters in dispute to the Labor Commissioner, who shall hear
13 and determine the same." Therefore, the Labor Commissioner has
14 jurisdiction to hear and determine this matter.

15 4. The respondents stipulated that all monies claimed
16 by the petitioners were not paid and remains an outstanding debt of
17 the respondents. The issue to be determined is what remedies shall
18 be afforded to the petitioners.

19 5. Labor Code 1700.40 states,
20

21 In the event that a talent agency shall collect from an
22 a artist a fee⁶ or expenses for obtaining employment for
23 the artist ..., and the artist shall fail to be paid for
24 the employment, that agency shall, upon demand therefor,
25 repay to the artist the fee and expenses so collected.
26 Unless repayment thereof is made within 48 hours after

27 ⁶ Labor Code §1700.2(3) describes the term "fee" as, "the difference
28 between the amount of money received by any person who furnished employees ...
and the amount paid by him or her to the employee." The respondents refused to
render payments to the artist, consequently, the amounts withheld by the
respondents are a "fees" as that term is described herein.

1 demand thereof, the talent agency shall pay to the artist
2 an additional sum equal to the amount of that fee."

3 6. Clearly, the petitioners performed the employment
4 and the respondents collected a fee as that term is described at
5 §1700.2(3), for the artist's services. The respondents failed to
6 remit that fee to the artist (models) within 48 hours.
7 Consequently, the artists are entitled to a penalty equal to the
8 amount of monies improperly withheld.

9 7. Labor Code 1700.25 states in pertinent part:

10
11 (a) A licensee who receives any payment of funds on
12 behalf of an artist shall immediately deposit that amount
13 in a trust fund account maintained by him or her in a
14 bank or other recognized depository. The funds, less the
licensee's commission, shall be disbursed to the artist
within 30 days after receipt.

15 8. The respondent failed to disburse petitioner's
16 earnings within 30 days of receipt and is therefore in violation of
17 1700.25(a).

18 Further Labor Code §1700.25(e) states,

19
20 If the Labor Commissioner finds, in proceedings under
21 Section 1700.44, that the licensee's failure to disburse
22 funds to an artist within the time required by
23 subdivision (a) was a willful violation, the Labor
Commissioner may, in addition to other relief under
Section 1700.44, order the following:

24 (1) Award reasonable attorney's fees to the prevailing
25 artist.

26 (2) Award interest to the prevailing artist on the funds
27 wrongfully withheld at the rate of 10 percent per annum during the
period of the violation.

1 9. Respondent's misrepresentations regarding the alleged
2 nonpayment by the employer/client/production company, violates
3 respondent's fiduciary duty toward the petitioners, and establishes
4 a willful violation within the meaning of Labor Code §1700.25(e).
5 Therefore, the petitioners that utilized the services of an
6 attorney are entitled to attorneys fees. All petitioners are
7 entitled to interest.

8 10. In light of the various violations of the Talent
9 Agencies Act (§§1700.00 et.seq.), the Court in Waisbren v.
10 Peppercorn 41 Cal.App.4th 246 a.262, citing the California
11 Entertainment Commission, ruled "the most effective weapon for
12 assuring compliance with the Act is the power ... to ... declare
13 any contract entered into between the parties void from the
14 inception.' By following the Commission's advice and not enacting
15 criminal penalties, the Legislature approved the remedy of
16 declaring agreements void if they violate the Act." As a result of
17 petitioner's many violations of the Act, the contracts between the
18 parties are void *ab initio* and the respondents are not entitled to
19 the 20% commission contained in all written and oral contracts
20 between the Mitchell Agency and the models.

21 11. In conclusion, the Labor Commissioner does not have
22 jurisdiction to determine tort causes of action. Nevertheless, it
23 has been established through credible testimony that Mitchell and
24 Troy Solarek misrepresented to the models that monies earned in
25 connection with their modeling services was not paid to Mitchell.
26 This blatant fabrication classically meets the elements for fraud,
27 misrepresentation, and conversion. In short, Mitchell took for

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1 their own benefit, in breach of their fiduciary duty, more than
2 \$148,000.00 of their clients money. Moreover, most of these
3 clients were children and teenagers.

4 12. We cannot comprehend why a violation of the Penal
5 Code is not implicated in this fact pattern. We will leave that to
6 the expertise of the Local District Attorney whose responsibility
7 it is to render such an opinion. Of course, as maintained in The
8 People v. McKale 148 Cal.Rptr.181, "[t]he traditional role of the
9 district attorney to prosecute violations of the Penal Code in
10 criminal actions has in recent years been modified. As a result of
11 increased consumer awareness and the need for consumer protection,
12 California law enforcement agencies are now involved in proceedings
13 which protect the consumer against fraud and misrepresentation in
14 the sale of foods, services and real property." The State will
15 deliver this report to various consumer agencies for their review.

16 13. The question arises whether individual members of
17 the corporation, namely Troy and Mitchell Solarek can be held
18 individually liable for their actions on behalf of the corporation,
19 while acting for the benefit of the petitioners in a fiduciary
20 capacity. The court in Michaelis v. Benavides 61 Cal.App.4th 681
21 a. 684 quoting Haidinger-Hayes maintains, "[a]s president and
22 principal officer of defendant corporation, [Haidinger] was a
23 fiduciary to and an agent of that corporation. He had a duty to the
24 corporation to exercise his corporate powers in good faith and with
25 a view to its interests (Corp.Code, § 820). ... Directors or
26 officers of a corporation do not incur personal liability for torts
27 of the corporation merely by reason of their official position,

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1 unless they participate in the wrong or authorize or direct that it
2 be done. They may be liable, under the rules of tort and agency,
3 for tortious acts committed on behalf of the corporation." 3
4 Witkin, *Summary of Cal. Law* (7th ed. 1960) § 48(c), pp. 2342-2343;
5 13 *Cal.Jur.2d*, § 353; 19 *C.J.S.*, § 845; Knepper, *Liabilities of*
6 *Corporate Officers and Directors* (1969).

7 14. The hearing established that the activities
8 conducted by the Solareks were of such an egregious nature,
9 resulting in a significant pecuniary loss to the petitioners, that
10 those acts enabled the petitioners to pierce the corporate veil and
11 attach liability to those individuals. The Respondents were
12 properly notified of the hearing date. Their attorney accepted
13 service on their behalf. A letter properly addressed, informing
14 the Solareks of their potential individual liability was delivered
15 to both them and their attorney of record. The Solareks failed to
16 appear or offer any evidence in defense of petitioners testimony as
17 to why they should not be held individually liable.

18 15. The proper burden of proof is found at Evidence Code
19 §115 which states, "[e]xcept as otherwise provided by law, the
20 burden of proof requires proof by preponderance of the evidence."
21 Further, McCoy v. Board of Retirement of the County of Los Angeles
22 Employees Retirement Association (1986) 183 Cal.App.3d 1044 at 1051
23 states, "the party asserting the affirmative at an administrative
24 hearing has the burden of proof, including both the initial burden
25 of going forward and the burden of persuasion by preponderance of
26 the evidence(cite omitted). "Preponderance of the evidence"
27 standard of proof requires the trier of fact to believe that the
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1 existence of a fact is more probable than its nonexistence. In re
2 Michael G. 74 Cal.Rptr.2d 642, 63 Cal.App.4th 700. Here, the
3 petitioners established through credible testimony that the
4 Solareks while acting in their official capacity as corporate
5 officers committed fraud, misrepresentation and conversion toward
6 those whom they had a fiduciary duty.

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9 ORDER

10 For the above-state reasons, respondents THE MITCHELL
11 AGENCY INC., THE MITCHELL TALENT AGENCY, INC., MITCHELL MANAGEMENT
12 COMPANY; and MITCHELL MODEL MANAGEMENT; TROY SOLAREK and MITCHELL
13 SOLAREK, as individuals, are to immediately pay petitioners
14 \$148,251.01 in unpaid earnings including commissions; \$148,251.01
15 in penalties pursuant to Labor Code 1700.40(a); \$29,650.20 in
16 interest calculated at 10 percent per annum, for the funds
17 illegally withheld for two years, totaling 326,152.04. Each
18 petitioner shall be paid the amount that is reflected in attachment
19 "A" of this Determination. Any amounts remitted to the petitioners
20 by the respondents falling short of this determination, shall be
21 split proportionally among all petitioners. Additionally,
22 petitioners utilizing an attorney are entitled to reasonable
23 attorney's fees. JOHN ERLENDSON is not individually liable. IT IS
24 SO ORDERED.

1 existence of a fact is more probable than its nonexistence. In re
2 Michael G. 74 Cal.Rptr.2d 642, 63 Cal.App.4th 700. Here, the
3 petitioners established through credible testimony that the
4 Solareks while acting in their official capacity as corporate
5 officers committed fraud, misrepresentation and conversion toward
6 those whom they had a fiduciary duty.

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ORDER

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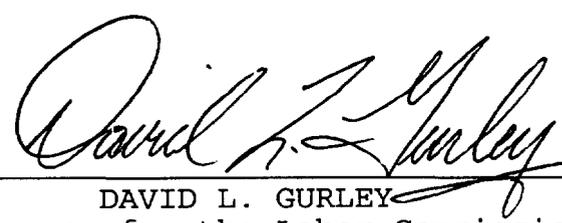
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For the above-state reasons, respondents THE MITCHELL
AGENCY INC.; THE MITCHELL TALENT AGENCY, INC., MITCHELL MANAGEMENT
COMPANY; and MITCHELL MODEL MANAGEMENT; TROY SOLAREK and MITCHELL
SOLAREK, as individuals, are to pay petitioners within 10 days of
receipt of this Determination of Controversy, \$148,251.01 in unpaid
earnings including commissions; \$146,292.26 in penalties pursuant
to Labor Code 1700.40(a); \$21,004.00 in interest calculated at 10
percent per annum, for the funds illegally withheld for two years,
totaling \$313,588.52. Each petitioner shall be paid the amount
that is reflected in attachment "A" of this Determination of
Controversy. Any amounts remitted to the petitioners by the
respondents falling short of this Determination, shall be split
proportionally among all petitioners. Additionally, petitioners
utilizing an attorney are entitled to reasonable attorney's fees.
JOHN ERLANDSON is not individually liable. IT IS SO ORDERED.

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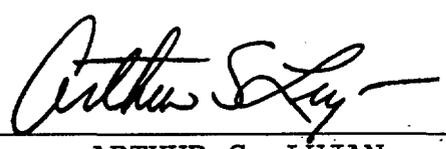
Dated: October 4, 2001



DAVID L. GURLEY
Attorney for the Labor Commissioner

ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER:

Dated: 10-04-01



ARTHUR S. LUJAN
State Labor Commissioner

LIST	AMOUNT	PENALTIES	INTEREST	TOTAL
JENNIFER CARAH	\$ 1,191.87	\$ 1,191.87	\$ 110.00	\$ 2,493.74
CHARLES POPE	\$ 11,489.22	\$ 11,489.22	\$ 2,202.00	\$ 25,180.44
MARY FEELEY	\$ 4,481.50	\$ 4,481.50	\$ 672.00	\$ 9,635.00
MARY MACKEY	\$ 2,412.50	\$ 2,412.50	\$ 221.00	\$ 5,046.00
BRANDON TROWBRIDGE	\$ 1,958.75	\$ 1,958.75	\$ 245.00	\$ 4,162.50
THERESA M. VILLATUYA	\$ 3,400.00	\$ 3,400.00	\$ 397.00	\$ 7,197.00
MICHAEL SOMMERS	\$ 3,570.00	\$ 3,570.00	\$ 238.00	\$ 7,378.00
WILLIAM WHITE	\$ 1,087.67	\$ 1,087.67	\$ 99.00	\$ 2,274.34
JOANNE COHEN	\$ 3,007.57	\$ 3,007.57	\$ 425.00	\$ 6,440.14
CAMRON PALMER	\$ 4,758.72	\$ 4,758.72	\$ 673.00	\$ 10,190.44
ROXANNA CORTES	\$ 6,550.00	\$ 6,550.00	\$ 819.00	\$ 13,919.00
AMOS GLICK	\$ 6,710.00	\$ 6,710.00	\$ 951.00	\$ 14,371.00
JENNIFER DOUBLEDAY	\$ 3,462.50	\$ 3,462.50	\$ 461.00	\$ 7,386.00
PAGE MANAGEMENT:				
HAILEY ABRAMS	\$ 600.00	\$ 600.00	\$ 80.00	\$ 1,280.00
ALEXANDRA BRUNHAM	\$ 437.50	\$ 437.50	\$ 32.00	\$ 907.00
ANNA CALDER	\$ 125.00	\$ 125.00	\$ 8.00	\$ 258.00
ALEXIS CAVINESS	\$ 1,250.00	\$ 1,250.00	\$ 146.00	\$ 2,646.00
BAILEE CHAPMAN	\$ 1,440.00	\$ 1,440.00	\$ 180.00	\$ 3,060.00
ETHAN DURRANT	\$ 75.00	\$ 75.00	\$ 10.00	\$ 160.00
SETH DURRANT	\$ 168.75	\$ 168.75	\$ 23.00	\$ 360.50
FAITH FLORES	\$ 150.00	\$ 150.00	\$ 18.00	\$ 318.00
KIERSTAN FOUTS	\$ 325.00	\$ 325.00	\$ 29.00	\$ 679.00
TAYLOR GILESPPI	\$ 100.00	\$ 100.00	\$ 9.00	\$ 209.00
GARRETT GRAVES	\$ 50.00	\$ 50.00	\$ 4.00	\$ 104.00
KENNY HEINLEIN	\$ 581.25	\$ 581.25	\$ 77.00	\$ 1,239.50
LISA HEWITT	\$ 225.00	\$ 225.00	\$ 27.00	\$ 477.00
CAMBRIE JESSEE	\$ 250.00	\$ 250.00	\$ 25.00	\$ 525.00
JOSEPH KOVALIK	\$ 400.00	\$ 400.00	\$ 53.00	\$ 853.00
NATHAN LANE	\$ 150.00	\$ 150.00	\$ 15.00	\$ 315.00
AJJA LE	\$ 450.00	\$ 450.00	\$ 60.00	\$ 960.00
MICHAEL LUM	\$ 350.00	\$ 350.00	\$ 50.00	\$ 750.00
BAILEY MATOS	\$ 100.00	\$ 100.00	\$ 5.00	\$ 205.00
SPENCER MILLAR	\$ 187.50	\$ 187.50	\$ 11.00	\$ 386.00
MIKAYLA MOORE	\$ 375.00	\$ 375.00	\$ 22.00	\$ 772.00
KATELYN OWENS	\$ 75.00	\$ 75.00	\$ 5.00	\$ 155.00
GARRETT PALMER	\$ 1,037.50	\$ 1,037.50	\$ 129.00	\$ 2,204.00
LAUREN PALMER	\$ 50.00	\$ 50.00	\$ 5.00	\$ 105.00
BRANDON PEARSON	\$ 175.00	\$ 175.00	\$ 16.00	\$ 366.00
MATHEW PEARSON	\$ 100.00	\$ 100.00	\$ 9.00	\$ 209.00
SADA PERKINS	\$ 100.00	\$ 100.00	\$ 5.00	\$ 205.00
ELIJAH PHOENIX	\$ 300.00	\$ 300.00	\$ 35.00	\$ 635.00
JEREMIAH POBLETE	\$ 200.00	\$ 200.00	\$ 10.00	\$ 410.00
JASON PROTASS	\$ 100.00	\$ 100.00	\$ 11.00	\$ 211.00
ALYSSA ROHRER	\$ 300.00	\$ 300.00	\$ 40.00	\$ 640.00
GAVIN SHALAR	\$ 50.00	\$ 50.00	\$ 5.00	\$ 105.00
SOFIA SHALAR	\$ 37.50	\$ 37.50	\$ 4.00	\$ 79.00
JACOB SIMPSON	\$ 175.00	\$ 175.00	\$ 10.00	\$ 360.00
SYDNEY SMYTH	\$ 50.00	\$ 50.00	\$ 3.00	\$ 103.00

TRISTAN WEAVER	\$ 337.50	\$ 337.50	\$ 33.00	\$ 708.00
NICHOLAS WRATTEN	\$ 562.50	\$ 562.50	\$ 65.00	\$ 1,190.00
REBECCA STAATS	\$ 14,472.75	\$ 14,472.75	\$ 3,135.00	\$ 32,080.50
SANDRA STAATS	\$ 850.00	\$ 850.00	\$ 100.00	\$ 1,800.00
LINDSAY GALBRAITH	\$ 13,375.00	\$ 13,375.00	\$ 1,560.00	\$ 28,310.00
BRAD EASTMAN	\$ 4,532.48	\$ 4,532.48	\$ 918.00	\$ 9,982.96
RENAE EASTMAN	\$ 2,425.00	\$ 2,425.00	\$ 483.00	\$ 5,333.00
ADJOA MIDDLETON	\$ 5,671.87	\$ 5,671.87	\$ 850.00	\$ 12,193.74
LAWRENCE RADECKER	\$ 675.00	\$ 675.00	\$ 45.00	\$ 1,395.00
ADRIAN RAPP	\$ 2,035.82	\$ 2,035.82	\$ 271.00	\$ 4,342.64
ALLISON HOM	\$ 2,134.00	\$ 2,134.00	\$ 213.00	\$ 4,481.00
GEA CARR	\$ 3,712.50	\$ 3,712.50	\$ 804.00	\$ 8,229.00
MARION FAYMONVILLE	\$ 3,402.00	\$ 3,402.00	\$ 425.00	\$ 7,229.00
BIN YANG	\$ 4,355.00	\$ 4,355.00	\$ 725.00	\$ 9,435.00
CAMERON FESER	\$ 796.25	\$ 796.25	\$ 184.00	\$ 1,776.50
ERIC SCHNIEWIND	\$ 2,425.00	\$ 2,425.00	\$ 262.00	\$ 5,112.00
TIA DORSEY	\$ 3,237.50	\$ 3,237.50	\$ 296.00	\$ 6,771.00
JESSICA MEYERS	\$ 900.00	\$ 900.00	\$ 60.00	\$ 1,860.00
JAMES CUTTES	\$ 300.00	\$ 300.00	\$ 60.00	\$ 660.00
JAY ROSS	\$ 4,468.29	\$ 4,468.29	\$ 631.00	\$ 9,567.58
LAURA HUDSPETH	\$ 3,250.00	\$ 3,250.00	\$ 596.00	\$ 7,096.00
MICHAEL LOPEZ	\$ 2,772.25	\$ 2,772.25	\$ 300.00	\$ 5,844.50
TAJMA SOLEIL	\$ 625.00	\$ 625.00	\$ 41.00	\$ 1,291.00
ELEANOR LAWRENCE	\$ 1,031.25	\$ 1,031.25	\$ 69.00	\$ 2,131.50
DAN FACCHETTI	\$ 3,325.00	\$ 3,325.00	\$ 194.00	\$ 6,844.00
TOTAL	\$ 146,292.26	\$ 146,292.26	\$ 21,004.00	\$ 313,588.52

