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**BEFORE THE DIVISION OF CONSUMER PROTECTION  
OF THE DEPARTMENT OF COMMERCE  
OF THE STATE OF UTAH**

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IN THE MATTER OF:	)	
	)	
<b>Tru Talent Management SLC, Inc., &amp; Brandie Lee Frommelt,</b>	)	<b>SETTLEMENT AGREEMENT</b>
	)	
Respondents	)	DCP Case #74016

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The Utah Division of Consumer Protection (“Division”), and Tru Talent Management SLC, Inc. and Brandie Lee Frommelt (“Respondents”), enter into the following Settlement Agreement:

1. Respondents’ Identity. Respondent Tru Talent Management SLC, Inc. is a Utah corporation. Respondent Brandie Lee Frommelt is a Utah resident.
2. Jurisdiction. Respondents admit the jurisdiction of the Division over the parties and over the subject matter of the above referenced matter.
3. Agency Action. The Division received consumer complaints alleging violations of the Utah Consumer Sales Practices Act, UTAH CODE ANNOTATED §13-11-4 (2010). As a direct result of the complaints received and a subsequent investigation by the Division, an Amended Administrative Citation was issued on June 2, 2011 against Respondents. The Amended Administrative Citation charged 310 counts of violation for a maximum potential fine of \$775,000.00. The Division alleges the Respondents committed the prohibited practices as charged in the citation. Respondents deny the allegations contained in the Amended Administrative Citation and requested hearing pursuant to Utah Code Ann. § 13-2-6 (2010).
4. Waiver. Respondents specifically waive any right to an adjudicative proceeding, including administrative review, if applicable. Respondents and the Division hereby express their intent that this matter be resolved expeditiously through stipulation as contemplated in Utah Code Ann. § 63G-4-102(4) (2008). Without any admission of guilt by the Respondents for the Amended Administrative Citation, and in an effort to resolve this matter before the Division, the parties agree as follows:

5. Obligations of the Division. The Division agrees to assess a \$175,000.00 civil penalty as full satisfaction of the citation and shall terminate its administrative investigation. The Division agrees to accept \$40,000.00 from the Respondents as payment of the civil penalty, and to suspend payment of the remaining \$135,000.00 until December 31, 2012. If the Respondents violate any term(s) of the Settlement Agreement the Division shall reopen its investigation, take any enforcement action which is authorized by law and warranted by its investigative conclusions, and may seek to enforce full payment of the suspended portion of the civil penalty. Upon Respondents' full compliance with the terms of this agreement, the Division will cancel the suspended portion of the civil penalty and will automatically dismiss the citation with prejudice. In addition, the Division agrees to dismiss the Utah Postsecondary Proprietary School Act Administrative Citation regarding Legal Case #74546 without prejudice.

6. Obligations of Respondents. Respondents shall perform in accordance with the following obligations agreed upon between the parties:

- a) Pay \$35,000.00 via certified funds to the Utah Division of Consumer Protection upon entry of this Settlement Agreement.
- b) Pay an additional \$5,000.00 via certified funds to the Utah Division of Consumer Protection within 45 days of entry of this Settlement Agreement. All funds paid to the Division shall be applied towards a pro-rated refund to consumers, with any remaining balance applied towards the civil penalty. Upon the payment of \$40,000.00 to the Utah Division of Consumer Protection via certified funds, the Respondents' obligation to pay the non-suspended civil penalty amount, as set forth above in paragraph number five (5), shall be satisfied. Any amount applied towards the civil penalty after the pro-rated refund to consumers — even if that amount is zero — shall be considered a full payment and satisfaction of Respondents' obligation to pay the non-suspended civil penalty amount, as set forth above in paragraph number five (5).
- c) Immediately cease all operations, with the exception that the Respondents shall be allowed to continue to provide acting and/or modeling classes, bookings to any remaining, current clients. All classes must be completed by December 31, 2011.
- d) Attempt to provide placement of active clients with other talent agencies by December 31, 2011. The Respondents will provide their best efforts to place the active talents with talent agencies at no additional cost to the active clients. The parties acknowledge, however, that Respondents are being required to shut down and will not be able to provide services to the active clients, and it may not be possible to place active clients with other talent agencies

without requiring active talents to pay additional sums to the other talent agencies. Respondents will not require or accept additional payment to Respondents for the placement of active talents with other talent agencies.

- e) Respondents shall not operate any acting and/or modeling agencies within the state of Utah for one (1) year after December 31, 2011.
- f) Cease all collection efforts on disputed accounts. Respondents may continue to collect amounts owing on undisputed accounts until December 31, 2011. Current contract balances may still be receivable.. All client accounts currently in collection will be withdrawn and no further collections efforts will be made on those accounts. All active wage garnishments will be released and any judgments obtained by Respondents against a former or current client shall be considered satisfied. Respondents shall file satisfactions on outstanding judgments no later than 90 days from the date of execution of this Settlement Agreement.
- g) Comply with all provisions of the Utah Consumer Sales Practices Act and the Utah Postsecondary Proprietary School Act in all business transactions. If there is a finding of a violation of the Utah Consumer Sales Practices Act and/or the Utah Postsecondary Proprietary School Act within one year after December 31, 2011, then Respondents shall pay the suspended civil penalty in an amount determined by the Division pursuant to paragraph five (5) above.

7. Actions by Other Parties. This agreement is between the Division and the Respondents and does not affect the civil claims of other parties against the Respondents, nor does it affect Respondents' defenses and affirmative defenses to claims brought by other parties. Third parties do not have any rights or claims against Respondents under this agreement. In addition, this agreement does not affect any enforcement action that might be brought by any other local, state, or federal enforcement authority, including any enforcement action that might be brought by a criminal prosecutor.

8. Voluntary Nature of Settlement Agreement. Respondents agree to the provisions of this Settlement Agreement freely and voluntarily, without any undue influence of the Division. This document and any documents incorporated herein by reference constitute the entire agreement between the parties. This document supersedes and cancels any and all prior negotiations, representations, understandings, or agreements between the parties. There are no verbal agreements that modify, interpret, construe, or affect this Settlement Agreement.

9. Facsimile Signatures. A fully executed facsimile copy and/or photocopy of this Settlement Agreement are as legally enforceable and binding as the original.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

11. Legal Representation. Respondents acknowledge that they have been informed of the right to be represented by legal counsel and that by signature to this document; the Respondents have either sought the advice of an attorney or have voluntarily chosen not to do so.

12. Classification. Respondents acknowledge that this document, once executed, will be classified as a public document and may be provided to the public upon request.

Dated this 30 day of August, 2011      Dated this 31<sup>st</sup> day of August, 2011

TRU TALENT MANAGEMENT SLC, INC

By Brandie L. Frommelt

Its CEO

Brandie L. Frommelt  
BRANDIE LEE FROMMELT

UTAH DIVISION OF CONSUMER PROTECTION

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