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Details:

(FORM UPDATED: 08/11/2010)

**WISCONSIN STATE LEGISLATURE ...
PUBLIC HEARING - COMMITTEE RECORDS**

2007-08

(session year)

Senate

(Assembly, Senate or Joint)

**Committee on ... Labor, Elections and Urban
Affairs (SC-LEUA)**

COMMITTEE NOTICES ...

- Committee Reports ... **CR**
- Executive Sessions ... **ES**
- Public Hearings ... **PH**

INFORMATION COLLECTED BY COMMITTEE FOR AND AGAINST PROPOSAL

- Appointments ... **Appt** (w/Record of Comm. Proceedings)
- Clearinghouse Rules ... **CRule** (w/Record of Comm. Proceedings)
- Hearing Records ... bills and resolutions (w/Record of Comm. Proceedings)
 - (**ab** = Assembly Bill) (**ar** = Assembly Resolution) (**ajr** = Assembly Joint Resolution)
 - (**sb** = Senate Bill) (**sr** = Senate Resolution) (**sjr** = Senate Joint Resolution)
- Miscellaneous ... **Misc**

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Contact Information

Kristen Rae Spicer

490 Barnett Shoals Rd.

Athens, GA 30605

Krae85@uga.edu

678-491-5801

***Phil Ellenbecker**

Director, Dedicated Memorial Parents Group

1-800-356-9148 ext. 161 (8-5pm M-F)

608-845-1711 (Evening)

<http://www.travelingsalescrews.info/>

trollpt@tds.net

Irwine Williams

Director, ParentWatch

45 Kensico Dr.

Mt. Kisco, NY 10549

Phone: 800-696-2664 / 914-919-1701

Fax: 914-919-0495

<http://www.parentwatch.com/>

Declaration of Problem

Notes:

1. The Southwestern Company is a company which recruits students to door-to-door sell their books in America over the summer.
2. Concerns have been raised about the way this job is marketed to students.
3. Not an insignificant number of students have had extremely bad experiences while working for Southwestern.
4. Currently Southwestern hire rooms on the UGA campus in Clark Howell Hall
5. That following this meeting, the best way to proceed is with the actions contained in UGA Resolves.

Further Notes:

1. Bristol University Student Union has taken action to exclude the company from its Union building.
2. Southwestern has been banned from the University of Iowa and Durham University following student complaints of shifty recruitment pitches involving the amount of money to be earned, and nondisclosure of actual working and living conditions

General Consensus

1. The concerns raised about student welfare are of significant importance.
2. Currently the Southwestern Company "experience" is not marketed as openly as it could be, and some students may be misled.
3. That Clark Howell Hall and the University of Georgia campus should be a safe space, where students are not targeted aggressively with this type of marketing.
4. That UGA has a duty to only hire its space to those groups which share UGA's aims and objectives and promote student welfare.

UGA Resolves

1. To prohibit The Southwestern Company from hiring space in Clark Howell Hall or any other space on the University of Georgia campus by not recognizing them as an affiliate
2. To prohibit The Southwestern Company from advertising via UGA's Student Union, Clark Howell Hall, or any other University of Georgia affiliated group

Misleading University Students

Southwestern Claims vs. Student Reality

Southwestern Claims	Truth
<p>“The students are independent contractors, and have the opportunity to run their own businesses by buying products from Southwestern at wholesale and selling them to customers at retail.”</p>	<p>Although students are independent contractors, students are told what to do, how, and when to do it—everything down to what to wear and when to wake up. This kind of work has been dubbed by U.S. representatives, doctors, and psychologists as slave labor and indentured servitude. Because the Southwestern Company is exerting so much control over their “independent contractors” they are currently under investigation for breaking U.S. labor laws.</p>
<p>“The amount of money students make depends upon the results they get from their sales. They money doesn't come "easily" either -- the most successful students work 75+ hours every single week of the summer. Does it work? In 2005, the average first-time participant made just over \$101 per day, or \$2,630 per month.”</p>	<p>Less than 5% of students make more than \$2,630 a month (or about \$8,600 for the summer). Those five percent are making between \$15,000 and \$20,000. The rest of the students, about 95%, are making between \$-200 and \$1000 for the entire summer and are pressured to work about 82 hours a week. Averaged, that's \$77 a week or \$0.96 an hour.</p>
<p>“This program is not for everybody. It is designed for students who desire growth and a challenge. There are long hours and no guaranteed income. It's not exactly glamorous, but prestige comes after the summer in the form of real world experience, personal growth, and unparalleled financial opportunities.”</p>	<p>They're right—this program is not for everybody...or anybody. In a scramble to recruit students, managers will say anything because it will reflect their paycheck at the end of the summer. They fail to disclose the living and working conditions until students have paid to move themselves out to their sales location, many states away from their home. The labor is unsafe because students are told to enter into the homes of strangers as well as engage in many other hazardous activities.</p>
<p>“Students sell in another area of the country for the summer time. Southwestern has found from experience that students working away from home face fewer distractions and take their work more seriously. Plus, future employers like resumes/CVs which show you're willing to relocate.”</p>	<p>Relocation to another state does keep students focused on the labor. However, because students are removed from their family, friends, mentors, and just general support net, they become subjected to Southwestern's unhealthy control. Students are doing backbreaking “free labor” for the company in the hopes of being one of the top 5% who pull in more than \$15,000. There is constant manipulation and mind control by the managers who often use guilt to drive students into action.</p>

2005 SENATE BILL 251

June 30, 2005 – Introduced by Senators ERPENBACH, HANSEN, ROBSON, RISSER and CARPENTER, cosponsored by Representatives POPE-ROBERTS, AINSWORTH, GRONEMUS, HAHN, SHERIDAN, LEHMAN, JESKEWITZ, TRAVIS, POCAN, OTT, GUNDERSON, VAN AKKEREN and BERCEAU. Referred to Committee on Job Creation, Economic Development and Consumer Affairs.

1 AN ACT *to amend* 21.72 (1) (a) 10., 49.857 (1) (d) 10., 73.0301 (1) (d) 3m., 103.005
 2 (10), 111.322 (2m) (a) and 111.322 (2m) (b); and *to create* 103.34 of the statutes;
 3 **relating to:** the regulation of traveling sales crews, requiring the exercise of
 4 rule-making authority, and providing penalties.

Analysis by the Legislative Reference Bureau

CURRENT LAW

HOUSE-TO-HOUSE EMPLOYMENT OF MINORS

Under current law, no person may employ, offer to employ, or recruit a minor to sell goods or services from house-to-house (house-to-house street trades) without obtaining a house-to-house employer certificate from the Department of Workforce Development (DWD). A person may obtain a house-to-house employer certificate by submitting an application to DWD that contains certain information required under current law, including documentation proving that the person has the ability to pay any compensation owed to a minor employee, which proof may be in the form of a bond, certificate of deposit, escrow account, or irrevocable letter of credit in an amount of at least \$5,000 (proof of financial responsibility). If the applicant establishes proof of financial responsibility and if DWD is satisfied that the applicant will comply with the laws relating to house-to-house street trades, DWD must issue a house-to-house employer certificate, which is valid for a 12-month period.

When a minor applies for a job in house-to-house street trades, the house-to-house employer must inform the minor in writing of the terms and

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conditions of employment, including the compensation to be paid, the time and manner of payment of compensation, the number of days per week and hours per day that the minor would be required to conduct house-to-house street trades, the nature and frequency of required employment-related meetings and how compensation is paid for attendance at those meetings, whether and how the employer provides transportation, and the expenses that the minor would be required to pay. A house-to-house employer may change those terms and conditions by a supplemental document in writing, if the change applies prospectively only.

DWD may suspend or revoke a house-to-house employer certificate if the employer submits false information in the application, fails to notify DWD of any change in that information within 30 days after the change occurs, fails to comply with the terms and conditions of a written disclosure statement, fails to maintain proof of financial responsibility, or fails to comply with the laws relating to house-to-house street trades.

THE BILL**TRAVELING SALES CREWS*****Certificate of registration***

This bill regulates traveling sales crews, which the bill defines as two or more individuals who are employed as salespersons or in related support work, who travel together in a group, and who are absent overnight from their permanent residences for the purpose of selling goods or services to consumers from house to house, on any street, or in any other place that is open to the public.

Specifically, under the bill, a person may not employ, offer to employ, or otherwise recruit an individual to work as a traveling sales crew worker without first obtaining a certificate of registration from DWD. A person may obtain a certificate of registration by completing an application, meeting the minimum requirements under the bill and under rules promulgated by DWD for issuance of a certificate of registration, and paying a registration fee determined by DWD by rule. The application must contain certain information specified in the bill, including all of the following:

1. The name, address, and telephone number of the applicant and, if the applicant is engaged in sales activities on behalf of a principal, the name, address, and telephone number of the principal.
2. The names and permanent home addresses of all proprietors, managing partners, managers, or principal officers of the applicant, proof of identification of those individuals, information relating to the conviction records of those individuals, and information relating to any unfair competition or unfair trade practices violations by any of those individuals.
3. The names, permanent home addresses, motor vehicle operator's license numbers, and dates of birth of all employees, agents, or representatives of the applicant who supervise or transport traveling sales crews, proof of identification of those individuals, information relating to the conviction records of those individuals, and information relating to any unfair competition or unfair trade practices violations by any of those individuals.

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4. The type of sales activities to be performed and the nature of the goods or services to be sold.

5. A statement identifying each motor vehicle that will be used to transport traveling sales crew workers and documentation showing that each motor vehicle complies with all state and federal safety standards applicable to the motor vehicle.

6. A statement indicating whether the duties of the traveling sales crew workers of the applicant will include the storage, handling, or transportation of hazardous materials or may result in any other exposure of the traveling sales crew workers to hazardous materials and, if so, documentation showing that the applicant is in compliance with all state and federal safety standards applicable to the storage, handling, and transportation of the hazardous materials.

7. Documentation that the applicant has complied with the proof of financial responsibility, written disclosure statement, and proof of insurance requirements under the bill.

On receipt of an application, DWD must investigate to determine whether the applicant is qualified to receive a certificate of registration. That investigation must include a criminal history search of all proprietors, managing partners, managers, or principal officers of the applicant and of all employees, agents, or representatives of the applicant who supervise or transport traveling sales crew workers and a search to determine whether any of those individuals has committed an unfair competition or unfair trade practices violation. After completing the investigation, DWD must issue a certificate of registration, which is valid for a 12-month period, if the applicant meets the minimum requirements for issuance of a certificate of registration and DWD is satisfied that the applicant will comply with the bill and rules promulgated under the bill.

DWD may deny, suspend, revoke, restrict, or refuse to renew a certificate of registration if any of the following apply:

1. The applicant or registrant is not the real party in interest with respect to the application or certificate of registration, and the real party in interest has been denied issuance or renewal of a certificate of registration, has had a certificate of registration suspended, revoked, or restricted, or is not qualified to receive a certificate of registration.

2. A proprietor, managing partner, manager, or principal officer of the applicant or an employee, agent, or representative of the applicant who supervises or transports traveling sales crew workers has been convicted of a disqualifying offense, as defined in the bill, within the five years preceding the date of the application. Generally, a disqualifying offense under the bill includes certain offenses relating to drugs or alcohol, if committed in connection with or incident to any traveling sales crew activities; certain crimes involving misappropriation of property, if the value of the property misappropriated is \$2,500 or more; certain crimes against life or bodily security, such as homicide, assault, or sexual assault, certain crimes involving damage to or trespass against property, such as arson or burglary, certain crimes involving prostitution, and certain crimes against children; and an unfair competition or unfair trade practices violation.

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3. The applicant or registrant has made a material misrepresentation or false statement in the application.

4. The applicant or registrant has failed to notify DWD of any change in the information submitted in the application within 30 days after the change occurs.

5. The applicant or registrant has failed to maintain proof of financial responsibility as required under the bill, failed to comply with the written disclosure statement requirements under the bill, failed to pay wages as required under the bill, failed to maintain insurance coverage as required under the bill, engaged in a practice prohibited under the bill, employed a traveling sales crew worker without a permit, or otherwise failed to comply with the bill or any rules promulgated under the bill.

Employer requirements

The bill requires an applicant for a certificate of registration to establish proof of its ability to pay any compensation owed to a traveling sales crew worker, which proof may be in the form of a bond, certificate of deposit, escrow account, or irrevocable letter of credit in an amount approved by DWD, but not less than \$10,000.

The bill requires an employer to provide an individual who is offered employment as a traveling sales crew worker with a written disclosure statement of the terms of employment. The written disclosure statement must include all of the following information:

1. The place or places of employment, stated with as much specificity as possible.
2. The compensation to be paid.
3. The type or types of work on which the individual may be employed.
4. The pay period and the manner in which compensation will be paid.
5. The number of days per week and hours per day that the individual may be required to engage in sales activities or related support work.
6. The nature and frequency of any employment-related meetings that the individual may be required to attend, the time of day of those meetings, and how compensation is paid for attendance at those meetings.
7. The period of employment, including the approximate beginning and ending dates of employment.
8. A description of the board, lodging, and other facilities to be provided and any costs to be charged to the individual for those facilities.
9. A description of the transportation to be provided and, if the employment will involve the storage, handling, or transportation of a hazardous material or may result in any other exposure to hazardous materials, a description of the hazardous materials.
10. Whether worker's compensation is provided.

The bill also requires an employer of a traveling sales crew worker to do all of the following:

1. Pay all compensation earned by the worker in U.S. currency or by check or draft on regular paydays designated in advance, but in no case less often than semimonthly; to provide with each payment a written statement itemizing gross pay, net pay, and the amount of and reason for each deduction from gross pay; and to keep

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records of that information for three years after the worker leaves the employ of the employer.

2. Maintain and operate any motor vehicle used to transport traveling sales crews in compliance with all state and federal safety standards that are applicable to the motor vehicle, including any additional safety standards relating specifically to the transportation of sales crews prescribed by DWD by rule.

3. If the duties of a traveling sales crew worker will involve the storage, handling, or transportation of hazardous materials or might otherwise result in exposure of the traveling sales crew worker to hazardous materials, ensure that the hazardous materials are stored, handled, and transported, and that the worker is trained in the storage, handling, and transportation of hazardous materials, in compliance with all state and federal safety standards that are applicable to the hazardous materials, including any additional safety standards relating specifically to the storage, handling, and transportation of hazardous materials by traveling sales crews prescribed by DWD by rule.

4. Have in force a motor vehicle liability insurance policy and an insurance policy covering the negligent acts or omissions of the employer and the employer's employees, agents, and representatives and, if required to do so under the worker's compensation law, provide worker's compensation coverage. (Generally, an employer is required to provide worker's compensation coverage if the employer employs three or more employees or pays wages of \$500 or more in any calendar quarter.)

Prohibited practices

The bill prohibits an employer and any employee, agent, or representative of an employer who supervises or transports traveling sales crew workers from doing any of the following:

1. Employing as a traveling sales crew worker a minor or employing as a traveling sales crew worker an adult who has been adjudged incompetent without the permission of the person's guardian.

2. Requiring a traveling sales crew worker to engage in any in-person sales or solicitation activities before 9:00 a.m. or after 9:00 p.m.

3. Considering a traveling sales crew worker to be an independent contractor rather than an employee.

4. Requiring a traveling sales crew worker to purchase any goods or services solely from the employer or to pay any of the employer's business expenses, except that an employer may deduct from a worker's compensation the cost of furnishing board, lodging, or other facilities if those facilities are customarily furnished to the employer's traveling sales crew workers; the amount deducted does not exceed the fair market value of those facilities and does not include any profit to the employer; and the traveling sales crew worker has previously authorized the deduction in the written disclosure statement.

5. Abandoning a traveling sales crew worker who is unable to work due to illness or injury or who is discharged from employment for reasons other than misconduct without providing for the return of the traveling sales crew worker to his or her permanent place of residence.

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6. Abandoning a traveling sales crew worker who has been arrested and is being held in custody in connection with a violation of the bill or a local ordinance regulating the conduct regulated by the bill.

7. Requiring a traveling sales crew worker to relinquish custody of any of his or her personal property to the employer, to any employee, agent, or representative of the employer who supervises or transports traveling sales crew workers, or to any other traveling sales crew worker of the employer.

8. Prohibiting or restricting a traveling sales crew worker from contacting any family member, friend, or other person while traveling with the traveling sales crew.

9. Intentionally inflicting or threatening to inflict any bodily harm on a traveling sales crew worker or damage to the property of a traveling sales crew worker as a means of discipline or motivation.

10. Advising or counseling a traveling sales crew worker to make false representations to a person to whom he or she is offering goods or services concerning his or her motivation for selling those goods or services.

11. Discharging or discriminating against any person for opposing any practice prohibited under the bill.

Traveling sales crew worker permits

The bill prohibits an individual from being employed or permitted to work as a traveling sales crew worker unless the employer of the individual first obtains from DWD a traveling sales crew worker permit (permit) for the individual and the individual first obtains from DWD an identification card. The bill requires the permit and identification card to include at a minimum the name and permanent home address of the traveling sales crew worker and the name, address, and phone number of his or her employer.

The bill also requires an employer of a traveling sales crew worker and all employees, agents, or representatives of that employer who supervise or transport traveling sales crew workers to carry at all times while engaged in traveling sales crew activities a copy of the permit obtained for each traveling sales crew worker of the employer and a traveling sales crew worker to carry at all times while engaged in traveling sales crew activities a copy of the identification card.

In addition, the bill requires a traveling sales crew employer to keep a copy of the permit for each traveling sales crew worker of the employer for at least three years after the traveling sales crew worker leaves the employ of the employer, to keep a list of the names of all cities, villages, or towns where traveling sales crew workers of the employer engaged in traveling sales crew activities within the last three years, and at the request of DWD, to provide a list of all cities, villages, or towns where the employer intends to employ traveling sales crews in traveling sales crew activities for the six-month period beginning on the date of the request.

Under the bill, before an employer may permit a traveling sales crew worker of the employer to engage in traveling sales crew activities in any city, village, or town, the employer must obtain from the clerk of the city, village, or town a stamp or endorsement on the permit of the traveling sales crew worker. The bill requires an employer who obtains that stamp or endorsement to provide notice to local law

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enforcement authorities that traveling sales crew workers of the employer will be engaging in traveling sales crew activities in that city, village, or town.

The bill also requires law enforcement officers of counties, cities, villages, and towns to assist DWD in enforcing the bill by questioning individuals seen engaging in traveling sales crew activities and reporting to DWD all cases of individuals apparently engaging in traveling sales crew activities in violation of the bill.

Nonapplicability and nonpreemption

Finally, the bill does not apply to fund-raising sales by a nonprofit organization or school and does not preempt a county, city, village, or town from enacting a local ordinance regulating the sale of goods or services to consumers from house to house, on any street, or in any other place that is open to the public.

Because this bill creates a new crime or revises a penalty for an existing crime, the Joint Review Committee on Criminal Penalties may be requested to prepare a report concerning the proposed penalty and the costs or savings that are likely to result if the bill is enacted.

For further information see the *state* fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1.** 21.72 (1) (a) 10. of the statutes is amended to read:

2 21.72 **(1)** (a) 10. A certificate issued under s. 103.275, 103.34, 103.91, or 103.92.

3 **SECTION 2.** 49.857 (1) (d) 10. of the statutes is amended to read:

4 49.857 **(1)** (d) 10. A certificate issued under s. 103.275, 103.34, 103.91, or
5 103.92.

6 **SECTION 3.** 73.0301 (1) (d) 3m. of the statutes is amended to read:

7 73.0301 **(1)** (d) 3m. A license or certificate issued by the department of
8 workforce development under s. 102.17 (1) (c), 103.275 (2) (b), 103.34 (3) (c), 103.91
9 (1), 103.92 (3), 104.07 (1) or (2), or 105.13 (1).

10 **SECTION 4.** 103.005 (10) of the statutes is amended to read:

11 103.005 **(10)** Except as provided in ss. 103.275 (2) (bm) and (br), 103.34 (10) (b)
12 and (c), 103.91 (4) (b) and (c), 103.92 (6) and (7), 104.07 (5) and (6), and 105.13 (2) and



February 8, 2006

To: Members of the Assembly Committee on Small Business
From: Peter C. Christianson, for The Southwestern Company
Re: Suggested amendment to Senate Bill 251

On page 9, lines 1-8, amend the definition of "traveling sales crew" as follows:

Wis. Stats. S. 103.34 (1)(d) "Traveling sales crew" means 2 or more individuals who are employed as salespersons or in related support work, who travel together in a group, and who are absent overnight from their permanent places of residence for the purpose of selling goods or services to consumers from house to house, on any street, or in any other place that is open to the public. "Traveling sales crew" does not include 2 or more individuals who have legal title to the goods or services they sell and who personally effect delivery of said goods or services. 2 or more individuals who are traveling together for the purpose of participating in a trade show or convention or 2 or more immediate family members who are traveling together for the purpose of selling goods or services.

OPINION

Dedicated Memorial Parents Group

MALINDA'S TRAVELING SALES CREW PROTECTION ACT POUNDED BY OUT-OF-STATE COMPANY

The scourge of traveling door-to-door sales crews in the state of Wisconsin continues unabated since the van crash that killed seven kids (one of them my daughter, Malinda) and permanently injured five more in Janesville on March 25, 1999.

Wisconsin has been wrestling with the problem of fly-by-night teen slave crews since that day seven years ago.

When crew managers come into the state, they seldom acquire sales permits for their workers. The state and local police have no idea which crews are in town, where they are staying, who the owners and managers are, or where they will be selling—making follow-up to selling violations, and sometimes crimes, difficult. The kids are worked until they drop and there is no recourse for them because of their sham status as “independent contractors.”

Two more deaths have occurred in Wisconsin since the Janesville rollover and as recent as July 1, 2005 a fifty year old Memomonie woman was brutally beaten and raped by a traveling magazine salesman.

Some criminals who were hired on crew have committed crimes against home owners, and the crew managers still roll teams into towns all over the state, putting the kids up in sleazy motels, driving them out to sell, and keeping most of their earnings for themselves.

Senator Jon Erpenbach, his staff and I worked tirelessly for three years to craft Malinda's Traveling Sales Crew Protection Act—SB-251 and get it passed into law to regulate these crews. If passed, Wisconsin would be the only state in the country with a law that would effectively protect sales crew kids and homeowners from crooked sales crew operators. It seemed as if we were finally getting somewhere.

The SB-251 legislation passed the Senate unanimously, but due to the lobbying of one out-of-state door-to-door sales company, **Southwestern Co.**, the bill is in a bottleneck before the Assembly Small Business Committee chaired by Rep. Van Roy.

I certainly received a hard and fast education when I learned that for any bill to get to the Committee, Van Roy must approve it. He can make it or break it.

Here is what happened after the Senate vote. **Southwestern Co.** out of Nashville, TN, sent its' lobbyist late to the ballgame. During a recent hearing on March 1, 2006 the attorney for this company testified that **Southwestern** is different from the rest of the traveling sales crews that come into Wisconsin in that their kids are college kids who don't rape or murder anybody. Evidently, Van Roy was impressed by **Southwestern** because the bill is now stuck in his hands, out of the reach of the Committee with amendment considerations being orchestrated by **Southwestern**.

This bill is not mainly about rape and murder, although its registration process certainly would make it harder for criminals to join crews and work our towns and cities. It is mainly about the labor and civil rights violations of the sales kids. In many respects, **Southwestern's** modus operandi is essentially no different from the larger sales crew industry.

Southwestern's sales people are labeled "independent contractors," which means they have essentially no protection under the Fair Labor Standards Act (FLSA), just like youth crews from other door-to-door companies. The **Southwestern** kids are sent to work far from home so it will be harder for them to quit, just like the other crews. They don't receive their pay until the end of the summer, and withholding pay is a hallmark of the other crews. By the company's own admission, they work up to 80 hours per week, six days a week, just like the other crews. Kids must also attend mandatory sales meetings on Sundays, just like the other crews.

A young salesman who was paralyzed from the waist down in a **Southwestern**-related car-pooling accident is currently suing the company. The driver of the car was allegedly exhausted and fell asleep at the wheel in an attempt to reach a mandatory sales meeting in Nashville, Tennessee. Driver error accidents on long “jumps” from one town to another are a hazard in the traveling door-to-door sales industry in general.

Southwestern Co. has been banned from two campuses that I am aware of following student complaints of shifty recruitment pitches involving the amount of money to be earned, and nondisclosure of actual working conditions: the University of Iowa in the U.S., and Durham University in the U.K. Truth in hiring has been a major problem with the recruitment of youth into traveling door-to-door sales jobs all over the country.

On labor issues, alone, the entire traveling door-to-door sales industry needs definition and regulation.

Here is my question: why is Representative Van Roy even listening to **Southwestern**? Is it possible that the lobbyist for the company, which is a member of a multi-billion dollar-a-year organization--The Direct Selling Association of America--, has worked some special kind of magic? What power does Southwestern have here? Why would Van Roy favor a single out-of-state company's interests over the welfare and safety of Wisconsin kids and homeowners?

The intent of Malinda's Law is pure and simple. It is a matter of good labor law and public safety and cannot be considered a political issue.

Representative Van Roy, look straight through Southwestern Co. and toward us, the citizens of Wisconsin and the past and future victims of this industry. Stand up and do the right thing. Put Malinda's Law, in its' original form, on the books, and let the other states take notice.

Phil Ellenbecker

OPINION

Director
Dedicated Memorial Parents Group
March 31, 2006

Channel3000.com

Malinda's Traveling Sales Crew Protection Act Pounded By Out-Of-State Company

Rep. Van Roy Should Choose Wisconsinites' Welfare Over Southwestern Co.'s Interests

Phil Ellenbecker

Director, Dedicated Memorial Parents Group

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I certainly received a hard and fast education when I learned that for any bill to get to the

committee, Van Roy must approve it. He can make it or break it.

Here is what happened after the Senate vote. Southwestern Co., Nashville, Tenn., sent its lobbyist late to the ballgame. During a recent hearing on March 1, 2006 the attorney for this company testified that Southwestern is different from the rest of the traveling sales crews that come into Wisconsin because their kids are college kids who don't rape or murder anybody. Evidently, Van Roy was impressed by Southwestern because the bill is now stuck in his hands, out of the reach of the committee with amendment considerations being orchestrated by Southwestern.

This bill is not mainly about rape and murder, although its registration process certainly would make it harder for criminals to join crews and work in our towns and cities. It is mainly about the labor and civil rights violations of the sales kids. In many respects, Southwestern's modus operandi is essentially no different from the larger sales crew industry.

Southwestern's sales people are labeled "independent contractors," which means they have essentially no protection under the Fair Labor Standards Act (FLSA), just like youth crews from other door-to-door companies. The Southwestern kids are sent to work far from home so it will be harder for them to quit, just like the other crews. They don't receive their pay until the end of the summer, and withholding pay is a hallmark of the other crews. By the company's own admission, they work up to 80 hours per week, six days a week, just like the other crews. Kids must also attend mandatory sales meetings on Sundays, just like the other crews.

A young salesman who was paralyzed from the waist down in a Southwestern-related car-pooling accident is currently suing the company. The driver of the car was allegedly exhausted and fell asleep at the wheel in an attempt to reach a mandatory sales meeting in Nashville, Tenn. Driver error accidents on long "jumps" from one town to another are a hazard in the traveling door-to-door sales industry in general.

Southwestern Co. has been banned from two campuses that I am aware of following student complaints of shifty recruitment pitches involving the amount of money to be earned, and nondisclosure of actual working conditions: the University of Iowa in the U.S., and Durham University in the U.K. Truth in hiring has been a major problem with the recruitment of youth into traveling door-to-door sales jobs all over the country.

On labor issues alone, the entire traveling door-to-door sales industry needs definition and regulation.

Here is my question: why is Rep. Van Roy even listening to Southwestern? Is it possible that the lobbyist for the company, which is a member of a multi-billion dollar-a-year organization-- The Direct Selling Association of America--has worked some special kind of magic? What power does Southwestern have here? Why would Van Roy favor a single out-of-state company's interests over the welfare and safety of Wisconsin kids and homeowners?

The intent of Malinda's Law is pure and simple. It is a matter of good labor law and public safety and cannot be considered a political issue.

Rep. Van Roy, look straight through Southwestern Co. and toward us, the citizens of Wisconsin and the past and future victims of this industry. Stand up and do the right thing. Put Malinda's Law, in its original form, on the books, and let the other states take notice.

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**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

BRIAN L. GREWE, JR.,

Civil No. 04-3818 (JRT/FLN)

Plaintiff,

v.

**MEMORANDUM OPINION AND
ORDER DENYING DEFENDANT'S
MOTION TO DISMISS**

THE SOUTHWESTERN COMPANY,

Defendant.

John D. Hagen, Jr., **HAGEN LAW OFFICE**, 607 Eighth Avenue Southeast, Minneapolis, MN 55414; James G. Vander Linden, **LeVANDER & VANDER LINDEN**, 200 South Sixth Street, Suite 1450, Minneapolis, MN 55402; Steven C. Pundt, **PUNDT LAW OFFICE**, 200 South Sixth Street, Suite 1450, Minneapolis, MN 55402; Allen R. Desmond, **DESMOND LAW OFFICE**, 200 South Sixth Street, Suite 1450, Minneapolis, MN 55402, for plaintiff.

John H. Guthmann, **HANSEN DORDELL BRADT ODLAUG & BRADT**, 3900 Northwoods Drive, Suite 250, St. Paul, MN 55112-6973, for defendant.

Plaintiff Brian L. Grewe, Jr. ("Grewe") was involved in a motor vehicle accident in Picayune, Mississippi on August 20, 2002. Grewe was a passenger in a vehicle when the driver, Samantha Loeffler ("Loeffler"), fell asleep at the wheel causing the vehicle to drive off of the road and strike a tree. Both Grewe and Loeffler were independent contractors of defendant, The Southwestern Company ("Southwestern"). Grewe brought this tort action against Southwestern alleging claims of negligence and vicarious liability and seeking damages for his injuries.

Southwestern moves for dismissal pursuant to Federal Rule of Civil Procedure 12(b)(6) for failure to state a claim for which relief may be granted. Southwestern alleges that Grewe's claims are barred by the applicable Tennessee statute of limitations, that Grewe fails to make out a prima facie case of negligence, and that Grewe does not allege a viable vicarious liability claim.¹ For the reasons stated below, the Court denies Southwestern's motion in its entirety.

BACKGROUND

Southwestern is a book publisher/wholesaler headquartered in Nashville, Tennessee. Southwestern contracts with college students to sell its books door to door to residential customers during the summer. While a freshman at the University of Wisconsin-LaCrosse, Grewe entered into an agreement with Southwestern to be an "independent contractor" of Southwestern.² Southwestern organized carpools to transport the students from their homes to Nashville for their initial training, from Nashville to their assigned sales areas, and, at the end of the summer, back to Nashville for "checkout" and then back to their homes.

During the summer of 2002, Grewe sold books in the Houston, Texas area. Grewe alleges that although the students were classified as independent contractors, Southwestern exerted a significant amount of control over their behavior including

¹ Southwestern also originally asserted that Minnesota courts did not have personal jurisdiction over Southwestern, but subsequently withdrew that motion.

² The agreement stated that Grewe was an "independent Contractor under this Dealer Agreement and cannot be treated as an employee or agent of Company for Federal tax purposes, or for any other purpose whatsoever." (Dealer Agreement, Compl., Ex. A.)

directing them to work 80 hours a week, knocking on the first door at 7:59 a.m. each day, and calling their sales manager each night after 9:30 p.m. At the end of Grewe's summer, a Southwestern employee arranged for Grewe and three other students working in the Houston area to carpool back to Nashville for the required "checkout" meeting. The students were to rendezvous in Lafayette, Louisiana in the afternoon of August 19. The Southwestern employee encouraged the students to arrive at the checkout meeting in Nashville at 8:00 a.m. on August 20.

According to Grewe, the students attempted to drive through the night from Lafayette to Nashville, alternating between two vehicles and taking turns driving. While driving to Nashville, at about 4:37 a.m. on August 20, 2002, Grewe was sleeping in the backseat of a vehicle driven by Loeffler, another student contractor working for Southwestern. Loeffler apparently fell asleep at the wheel, causing the vehicle to leave the road and strike a tree. Grewe suffered injuries that paralyzed him from the waist down. Grewe alleges claims for negligence and vicarious liability against Southwestern.

ANALYSIS

I. STANDARD OF REVIEW

In a motion to dismiss, the Court construes the complaint in the light most favorable to the plaintiff and presumes all facts alleged in the complaint to be true. *Hishon v. King & Spalding*, 467 U.S. 69, 73 (1984); *Schmedding v. Tnemec Co.*, 187 F.3d 862, 864 (8th Cir. 1999). The Court may dismiss a claim only where the plaintiff cannot

prove any set of facts in support of his claim that would entitle him to relief. *Conley v. Gibson*, 355 U.S. 41, 45-46 (1957); *Casazza v. Kiser*, 313 F.3d 414, 418 (8th Cir. 2002).

II. STATUTE OF LIMITATIONS

Southwestern argues that Tennessee's one-year statute of limitations applies in this case and, therefore, Grewe's claims are time barred. Grewe argues that Minnesota's six-year statute of limitations should be applied, which would allow Grewe's claims to proceed. To determine which statute of limitations should be applied, the Court must apply a choice of law analysis: first, the Court must determine whether a conflict exists between the state laws; second, the Court must determine if both states have sufficient contacts with the lawsuit to comport with due process; and third, the Court must apply the forum state's choice of law analysis. *Schiele v. Charles Vogel Mfg. Co.*, 787 F. Supp. 1541, 1550 (D. Minn. 1992). It is undisputed that a conflict exists between the laws of the two states and that each state has sufficient contacts. The Court, therefore, need only focus on Minnesota's choice of law analysis.

A preliminary step to the Minnesota choice of law analysis is to determine if the law at issue is procedural or substantive. *Danielson v. Nat'l Supply Co.*, 670 N.W.2d 1, 5 (Minn. Ct. App. 2003). If the law is found to be procedural, then Minnesota follows "the almost universal rule that matters of procedure [are] governed by the law of the forum state." *Davis v. Furlong*, 328 N.W.2d 150, 153 (Minn. 1983). If the law is substantive, Minnesota applies a multi-factor balancing test. *Danielson*, 670 N.W.2d at 5. Grewe argues that under Minnesota law, statutes of limitations are procedural and therefore the law of the forum state should apply. Southwestern argues that, although Minnesota has

historically held that statutes of limitations are procedural, there is a recent trend adopted by the Court of Appeals, which holds that statutes of limitations are substantive.

Traditionally, the Minnesota Supreme Court has held that statutes of limitations are procedural. See *In re Daniel's Estate*, 294 N.W. 465, 469 (Minn. 1940), *Am. Mut. Liab. Ins. Co. v. Reed Cleaners*, 122 N.W.2d 178, 180 n.1 (Minn. 1963). In 1974, however, the Minnesota Supreme Court applied a multi-factor choice of law analysis in determining whether a Louisiana direct action statute and a Louisiana statute of limitations applied. *Myers v. Gov't Employees Ins. Co.*, 225 N.W.2d 238 (Minn. 1974). *Myers*, however, did not cite, nor overrule, the traditional rule that statutes of limitations are procedural. Then, in 1998, the Minnesota Supreme Court again characterized statutes of limitation as procedural. *Kennecott Holdings Corp. v. Liberty Mut. Ins. Co.*, 578 N.W.2d 358, 361 n.7 (Minn. 1998).

Southwestern urges the Court to follow the more modern trend and treat the statute of limitations as substantive. See Restatement (Second) of Conflict of Laws § 142 (1988). This trend was also recognized by the Minnesota Court of Appeals in *Danielson*. 670 N.W.2d at 9 (stating that “[b]ecause our supreme court generally favors use of the choice-influencing consideration analysis and because of the shift to this choice of law approach, we follow § 142 of the Restatement, which applies the choice-influencing consideration analysis to statute of limitations conflicts”).

The Court declines Southwestern’s invitation. The Minnesota Supreme Court has spoken several times on this issue and has clearly found statutes of limitations to be procedural. While it is true that in the *Myers* case the supreme court applied the multi-

factor analysis, the supreme court did not appear to be overruling its prior rule. This is confirmed by *Kennecott*, which subsequently applied the traditional procedural rule. Although the Minnesota Court of Appeals has implied that the Minnesota Supreme Court would no longer apply the traditional rule if faced with the question today, that is not for this Court to decide. This Court, sitting in diversity, is “obligated to apply state law as declared by statute or by opinion of the state’s highest court.” *Wilson v. Colonial Penn Life Ins. Co.*, 454 F. Supp. 1208, 1211 n.4 (D. Minn. 1978). Furthermore, although decisions of the Minnesota Court of Appeals are persuasive authority, this Court must follow them only “when they are the best evidence of Minnesota law.” *Bureau of Engraving, Inc. v. Fed. Ins. Co.*, 5 F.3d 1175, 1176 (8th Cir. 1993) (internal quotations omitted). On this issue, the Court finds that the best evidence of what the Minnesota Supreme Court would hold if faced with this question is what the Minnesota Supreme Court has held in the past. Therefore, the Court finds that the statute of limitations is procedural and will apply Minnesota’s six-year statute of limitations. *See also Glover v. Merck*, 2004 WL 2677126 (D. Minn. Oct. 8, 2004) (finding statute of limitations to be procedural). *But see Fee v. Great Beard Lodge*, 2004 WL 898916 (D. Minn. Apr. 9, 2004) (finding statute of limitations to be substantive).

III. NEGLIGENCE

To make out a prima facie case of negligence, Grewe must show that Southwestern had a duty, that Southwestern breached that duty, that Southwestern’s breach was the proximate cause of Grewe’s injuries, and that Grewe did in fact suffer an injury. *Hudson v. Snyder Body, Inc.*, 326 N.W.2d 149, 157 (Minn. 1982). Southwestern

argues that Grewe fails to show that Southwestern had a duty to protect Grewe from Loeffler's negligent driving and fails to show a casual connection between whatever role Southwestern played in arranging the carpool and the accident.

A. Duty

Southwestern asserts that Grewe's negligence claim is premised on Southwestern having a duty to prevent Loeffler from driving negligently and argues that parties generally do not owe a duty to prevent the negligence of another unless a special relationship exists; such as a common carrier, innkeeper, or parent-child relationship. *See Donaldson v. Young Women's Christian Ass'n*, 539 N.W.2d 789, 792 (Minn. 1995). Grewe's negligence claim, however, is not focused on whether Southwestern had a specific duty to prevent Loeffler from driving while tired, instead, Grewe asserts that Southwestern was negligent when it created a situation in which students, exhausted from a long summer of work, would be driving through the night. Grewe alleges that Southwestern's duty arose out of the fact that Southwestern knew, or should have known, that instructing students to arrive at a checkout meeting at 8:00 a.m. and then arranging carpools for exhausted students that would require them to drive through the night in order to arrive by early in the morning would result in a foreseeable risk of injury to the students. *Jam v. Indep. Sch. Dist. No. 709*, 413 N.W.2d 165, 169 (Minn. Ct. App. 1987) (stating that whether an actor owed a duty to a plaintiff for negligence purposes "depends on whether the actor could reasonably have anticipated injury to that person as a result of his conduct") (citing Restatement (Second) of Torts § 281(b) cmt. c., illus. 2 (1988)); *see also Vogt v. Johnson*, 153 N.W.2d 247, 251 (Minn. 1967) (stating that "the common-law

test of duty is the probability or foreseeability of injury to the plaintiff), *Palsgraf v. Long Island R. Co.*, 162 N.E. 99, 100 (N.Y. Ct. App. 1928) (“The risk reasonably to be perceived defines the duty to be obeyed.”).

The Court finds this case analogous to *Posner v. Paul’s Trucking Service, Inc.*, 380 F.2d 757 (1st Cir. 1967). In the *Posner* case, after completing a 400-mile journey the day before, a truck driver, who was an independent contractor, was given an assignment to drive 1050 miles from Chicago to Massachusetts by the next day. The truck driver fell asleep at the wheel and collided with an automobile. The injured party from the automobile brought a negligence claim against the employer who had contracted with the truck driver. The First Circuit held that “an employer of an independent contractor may be liable for physical harm caused by the contractor carrying out orders or directions negligently given by the employer.” *Id.* at 760.

Similar to the *Posner* case, the Court finds that Grewe has alleged sufficient facts that a reasonable jury could find that Southwestern negligently instructed the students to drive to Nashville in a manner (via carpool) and at a time (by 8:00 a.m.) that created an unreasonable risk of physical harm to others, including Grewe. *See id.*

B. Causation

Southwestern argues that Grewe fails to show that there is a causal link between encouraging Grewe to be at the morning meeting and the accident. Specifically, Southwestern asserts that Grewe only shows that Southwestern was a “but for” cause of the accident by setting a chain of events in motion, but not the proximate cause of the accident as required to make a claim for negligence. *See, e.g., Childs v. Standard Oil Co.*,

182 N.W. 1000, 1001-02 (Minn. 1921) (stating that if defendant's act injured the plaintiff only "through some distinct wrongful act or neglect of another, the last wrong is the proximate cause").

Grewe alleges that Southwestern did not merely set the stage for Grewe's injuries, but actually controlled the situation, by setting up the carpools, and controlled the actors, by telling the students to be in Nashville by 8:00 a.m. Again, the Court finds this similar to the *Posner* case in which an employer directed an independent contractor to deliver frozen eggs to a certain place, in certain way, by a certain time. 380 F.2d 757. Therefore, the Court finds that a reasonable jury could find that Southwestern was the proximate cause of Grewe's injuries. As such, the Court denies Southwestern's motion to dismiss Grewe's negligence claim.

IV. VICARIOUS LIABILITY

Grewe alleges that Southwestern should be held vicariously liable for the injuries caused by Loeffler's negligent driving. Section 416 of the Restatement (Second) of Torts provides that "[o]ne who employs an independent contractor to do work which the employer should recognize as likely to create . . . a peculiar risk of physical harm to others unless special precautions are taken, is subject to liability."

Citing to the *Conover* case, Southwestern argues that the Minnesota Supreme Court has held that this section is intended to protect third parties, not parties who are engaged in the work at issue. *Conover v. Northern States Power Co.*, 313 N.W.2d 397 (Minn. 1981). The issue in the *Conover* case, however, was "whether the employer of an independent contractor is vicariously liable . . . for the negligence of the contractor which

causes injury to the contractor's employee." *Id.* at 403. Grewe is not Loeffler's employee. As such, the Court finds the *Conover* case inapplicable to the situation at hand.

Southwestern also argues that it cannot be held vicariously liable because driving a car does not involve a "peculiar risk" as required under the Restatement. Comment d of the Restatement defines a peculiar risk as "a risk differing from the common risks to which persons in general are commonly subjected." Restatement (Second) of Torts § 416 cmt. d (1988). As an example, the comment goes on to state that an employer would not be liable for a contractor's failure to inspect the brakes on his truck, but would be liable for a contractor's failure to take special precautions to anchor a load of giant logs to his truck.

At this point in the case, taking all facts alleged in the complaint as true and making all inferences in favor of Grewe, the Court finds that Grewe has alleged sufficient facts to support a vicarious liability claim. The Restatement does not state that driving is always an ordinary activity. Instead, the Restatement acknowledges that sometimes driving does create a peculiar risk. Based on the record before it, the Court finds that directing a group of exhausted students to drive all night could be found to create a peculiar risk of physical harm and that Southwestern, therefore, could be found liable for failing to take special precautions.

ORDER

Based on the submissions and the entire file and proceedings herein, **IT IS HEREBY ORDERED** that the Defendant's Motion to Dismiss [Docket No. 9] is **DENIED**.

DATED: July 5, 2005
at Minneapolis, Minnesota.

s/ John R. Tunheim
JOHN R. TUNHEIM
United States District Judge



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A warning to us all

added 16.12.05

Iain Martin on how not to enhance your CV...

[banned!](#) | [not worth the money](#) | [out to recruit others](#) | [for example...](#) | [protecting students](#)

Banned!

A General meeting of DSU earlier this month voted overwhelmingly in favour of banning the Southwestern Company from using Dunelm House to either recruit or advertise. The motion was proposed by the Campaigns exec after a long running investigation into the Company and the welfare of students who have been involved with it. Southwestern has a pretty high profile in Durham, and for those who don't know, the company recruits students to sell its educational textbooks door to door in the U.S.A. They sell the job on three main points: spend the summer working in America; earn lots of dollars and have an unbeatable "experience" that makes you very attractive to graduate employers. Sounds like an appealing offer? However, you're probably not going to be in Miami and backwoods Alabama is not quite as attractive. All the selling is cold; you have no leads and no contacts: you just have to try every likely looking house in a neighbourhood. Southwestern makes it clear that the work is tough, but it also suggests successful students work an average of 75 hours a week, across 6 days. In reality, many students work far more. While working for the company, you are not an employee but an "independent contractor". As such, you have minimal rights and your only earnings are from commission on your sales. Southwestern pays no contribution towards your expenses for flights, business visas or living costs.



Not worth the money

For this amount of work, what you earn is simply not justified. Using Southwestern's own figures, for an average first year seller, gross profit per month is \$2,733. About £4,776 over the course of the three months. If you put in the suggested number of hours, your gross hourly wage would be £5.30. While many jobs pay a gross wage, working at the local pub doesn't involve paying for flights or visas. These can drive these earnings well below the minimum wage. Southwestern effectively loses nothing by "recruiting" a student, but has a lot to gain when they start selling. One accusation is that the company's recruitment and selection process is nothing more than a sham designed to sell the dream rather than select. This allegation

Tues 28th Nov

Grammar

Fish Tank
DJ Shadow
Carling Academy,
Newcastle

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first name

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Not manna from Heaven...
(20 comments in the past 14 days)

Yearning for Yerma
(16 comments in the past 14 days)

IN MEDIAS RES
(15 comments in the past 14 days)

Madness! Sheer Madness!
(13 comments in the past 14 days)

For Lost Love
(5 comments in the past 14 days)





came from a former manager who was told to hold back the whole story until later on. Liz Garvey, a Field Sales Leader for Southwestern in the U.K totally rejected both these claims.

After you have been "selected" the Company trains you in the art of selling. The vast majority of people I have spoken who've been through this program believed it to be excellent and the best part of the experience. While with the Company you are recommended to stick to "The Schedule". This is a timetable covering the students' whole day from waking at a specified time, to eating breakfast, to going to sleep. The Company is quick to point out no one is forced to use it; but it would be unsurprising if there were peer pressure from within teams to stick to it. According to an ex-employee, students who don't comply with "The Schedule" and other targets are told rather chillingly "you're not helping us teach you!" It is perhaps unsurprising some people have drawn comparisons between this and the practice of cults.

Out to recruit others

If you've heard someone singing the praises of the Southwestern Company, it was probably a student manager desperately trying to recruit. There is the potential to make a fortune as a team manager taking a cut from the earnings of a large, hard working team, I have heard of managers making around £16,000 and the Company's



average gross figures for a third year seller are around £10,000 a summer. The role of student managers is the most troubling aspect. Nick Pickles, President of DSU said "I am concerned that it appears the primary, if not only, support available to students from the company is through their manager, who has a direct financial benefit by that person

remaining in the States." The fact these students earn such vast amounts in comparison to those working for them appears to me to be exploitative. Liz Garvey however felt that there was "no conflict of interest" and Southwestern was "not exploitative, otherwise students wouldn't take part." This misses the point. Once in America, a student has already invested so much in flights and visas that for most, dropping out isn't an option (according to Southwestern, the dropout rate is c.33%). It is open to students how much money they take when make a sale and how much when they deliver. Most of students seem to operate on 50-50 or 60-40 scheme, but this means that you can't leave until you have delivered all your books or your manager does and takes another cut for the cost of delivery.

At Bristol University Students Union, they have twice tried to ban the Company but this has been dropped both times after Southwestern threatened legal action. The BSU President Gaston Doyle said "at the moment there is no official policy but we advise students against [working for] the Company and we do not allow them any use of University or Union property. The Durham Campaigns exec proposed this motion due to their concern with "Southwestern's aggressive, misleading advertising as well as their shocking lack of welfare provision." This had followed the Campaigns exec "investigating student's experiences of Southwestern books and Senior Reps have had numerous responses from JCRs, the majority of which were decidedly negative. After questioning representatives from the company we remained worried about their presence in Durham and decided to submit a motion to DSU."

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For example...

I don't claim that the case of Sherwin Chan, a languages student at Durham University, is necessarily typical of an experience working for Southwestern, but it is illustrative. After his first summer, Sherwin felt he had a good overall experience but didn't enjoy all aspects of it. He liked the companionship and the friends he made and is in no way bitter about Southwestern. His sales figures were not bad - slightly below average - but with all his expenses (which included buying a car which was essential for the job) he earned a net hourly wage of £1.25. On top of this, he personally believes that around 30%-40% of his sales were out of pity. Southwestern approached him at the end of year while he was on a high from delivering the books to be a manager for next year. Sherwin accepted, but made it clear to that he would be on his year abroad, Southwestern were very keen on this. As a triple languages student, the time came for Sherwin to move country, as required. Southwestern allegedly opposed this, demanding that he stay in Spain recruiting; making it clear that if he did not he would lose his job and reference. Sherwin was forced to walk away, taking with him the 7 students he had recruited. This was after the Company had put "pressure on all fronts" on another occasion for him to fly back to the U.K to attend a training seminar lasting only a few days. Having left, Sherwin still receives mail from the company as if nothing had happened, even after the Company made attempts to bring him back onboard.

Out of the 20 he went to America with, only one other student from Sherwin's group planned to go back as a manager. When asked whether he felt exploited, Sherwin only said his "trust had been exploited" but he believes the percentage sellers earned was unfair. To be clear for the Southwestern Company: I don't think Southwestern or any of its staff are doing anything illegal. I think some people would flourish within Southwestern and benefit immensely. Make what you will of this statement.

Southwestern are keen to promote the issue of student choice. Even students with very negative experiences of working for them believe that the training was good and that even though the experience was unpleasant, it was character building. Personally, I worry that this sounds horribly like Southwestern press releases and that, after a year of the most intensive selling they've well and truly bought into the Southwestern myth. Furthermore, the name dropping of graduate employers at the Company's presentations is cynical, Liz Garvey's only response to this point was that she "believed that [students] would have more to talk about in interviews after [working for] Southwestern."

Protecting students

One of the resolutions in the motion was for the Sabbatical Officers to work with the Careers Advisory Service (CAS) to ensure students receive an impartial view of the Company. This followed questions as to the relationship between CAS and the Southwestern Company, after it was disclosed that members of the CAS had attended Southwestern presentations in Bristol at the Company's expense. Catherine Richardson, Head of the CAS, stated that it was standard practice to visit potential employers, but there was no policy on CAS employees receiving hospitality from them. Southwestern's response to the DSU ban, was that they were disappointed by the decision but would be looking to start negotiations with the Union to resolve these

concerns. Flo Herbert, chair of Campaigns exec, was "delighted that students have voted in favour of this motion and believe it sends a clear message that students do not welcome Southwestern Books in Durham. By banning the company from Dunelm House we are taking steps to protect students and ensuring that DSU remains a 'safe space'."



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Reader opinions (showing 10 of 26 | [show all](#)):

I forgot to mention in my initial post that although it is brainwashing and there is much about the company that is simply devoid of conscience...

The most common reason for wanting to do this is probably a desire to move out of one's comfort zone (I know it was mine). I don't feel like a particularly worldly person, and I certainly don't feel like a good salesman. But the Southwestern experience, if approached with a great attitude (and you happen to have thick skin) is a good way of combating the complacency of University life.

Any thoughts...?

posted Tuesday 28 November 2006 @ 13:12 by [Kevin McGeary](#)

Boys and girls, I'm curious..they say 4000 students do the program, 24 comments, mostly negative..how many people who comment a)have done a summer, b)how many didn't finish a summer and c)how many people did more than one summer..please respond and be honest, thanks :) asia.outsource@gmail.com

posted Monday 27 November 2006 @ 22:12 by [asia.outsource](#)

It is true that some people, even in their first summer, make a gross profit of over ten thousand dollars. It is also true that the sales techniques that they teach people are polite and mostly ethical.

It is claimed by one of the key speakers that the experience will make you a better person, and whatever you do in the future you will be better at it because you sold books for Southwestern. It is also claimed that the company attracts the best students because of the scale of the challenge. It is probably true that the experience is hugely beneficial in pretty much all fields of employment (if used properly), and that the people who are attracted to the experience are mostly intelligent people, but as soon as you arrive in Nashville they go to extraordinary lengths to discourage you from using your intelligence.

They instil a near mystical belief in the quality of the product, although the sales talks are deliberately evasive. They subvert the English language to boost their retention (eg calling a zero day a 'Character-Building Day'). They neglect to mention during the recruitment process that you will probably be knocking on doors to find a place to live, and fail to explain why depending completely on the kindness of strangers is character building.

They say 'It is not how you start, it is how you finish' and that in the first three weeks sales figures are nothing and work habits are everything. I now believe that the job is something you will either have a gift for or will not, and those who are selling well in the first three weeks are the ones most likely to be receiving cheques from the company instead of writing them.

Several important facts are the reason why I could never encourage a non-American to pay all the pre-summer costs to do this. There is no system of communication between team-mates while out selling (although they preach the importance of teamwork). They pay a chilling lack of attention to their salespeoples' well-being. And it is strongly hinted in Sales School that the quality of the product absolves Southwesterners from nuisance-status, and as a result of this, ethics tend to fade as the summer wears on.

I finished the summer and consider it a big achievement. But as with the episode of the Simpsons where Homer climbs a mountain with a flag of the corporation that sponsored him, and replaces it with a flag bearing his family name, I don't feel grateful to Southwestern for anything.

posted Sunday 12 November 2006 @ 19:37 by Kevin McGeary

You're all broke!

No wonder you didn't make any money because you left early. Students that finish the summer do far better than students that leave early. If you care to talk about failure/drop out rates, I suggest looking at your own university. Far more people register at University in a degree program than actually graduate.

Look closely at your own life. If you resent Southwestern for employing students and travelling abroad, you can probably expect a life of mediocrity and middle-class. Everyone is bad at something before they are good at it.

posted Friday 10 November 2006 @ 20:10 by Michael

Disclosure: The following message is solely my opinion. The information provided is what I witnessed and experienced.

You will hear that this job is not for everyone and that is especially true. I worked for the Southwestern Company during the summer of 2005, had an exceptionally successful Organization and there is not an ounce in my blood that would ever encourage anyone to do the "Southwestern Experience." I'm not going to sit here and call the company a cult. You can decide that for yourself. I will, however, describe for you the effects the company will have on your physical, emotional, and spiritual life if you decide to take "the challenge."

You will hear the leaders in the company say "control the controllables." Well, in truth, there are an infinite number of things to control while you're out on the "bookfield," infinite being the keyword, most of which you can't control. Things happen, you hit and kill someone's dog, you're

car breaks down, you become ill, you're raped (and yes, it happens, despite what Southwestern reports). These things that happen, things that are out of our control, they become viewed by the company and eventually by yourself as failures. It begins a pattern of failure in the booksellers. What eventually ends up happening is the students come back to their Head Quarters each night and are encouraged by their peers and student managers to lie about their statistics (how many doors you knocked on, what time you started and stopped). It develops a pattern of lying. Student's self esteem gets placed in their success, and because a majority of the student sellers are not successful, most students come home with their self-esteem destroyed. Southwestern claims to enhance character, and if patterns of chronic failure and lying are qualities of enhanced character, then they've done their job.

Emotion: It's miserable selling door-to-door. There's fear, anger, hurt, sadness, depression. According to Southwestern, all your emotions are controllable items. The theme is, if your emotions are affecting your production for the company, then they must be turned off. I can't count how many times I heard peers calling other successful bookmen "machines." That's what you become: numb, cold, dry, heartless...a machine. It took until April of 2006, almost a year, before I began to really experience joy again.

Health: There is little time to eat during the day. I did have a full breakfast in the morning at my "breakfast spot" however lunch consisted of a PBJ or even gas station food, and dinner was string cheese inside rolled turkey. My hair fell out in chunks, my skin was constantly blemished, my period was whacked, I lost about 15 lbs on the bookfield, getting down to a weight that was unhealthy for me. You go to bed at about 12:30 each night and wake up at 5:59 every morning. There is no "you" time except for Sunday afternoons spent at a park with your Organization for no more than a couple hours. You lose all sense of yourself because you become a machine for the larger machine: the Southwestern Company. They present the facade that they care about your success; in reality, they just want their share of the profit from your hard work. In fact, my student manager sat down with me to explain the breakdown of the system of profits for the company and myself. It all seemed legit until I was later informed that the student managers would receive commission off of my production. According to what he had just explained, there was no room in the budget that allowed for their commission. Somebody down the line was lying. I later found out that my paycheck at the end of the summer would be 3.42% of what my managers would be making off of my emotional and physical distress.

The product: Southwestern is relentless in the claim that their product is a good "investment." This may be true according to the standards of some school systems. However, after selling the product, I will tell you first hand that Southwestern has cut corners on their product to make more money. The books contain low quality recycled paper, and while the binding may be strong, the cover shows signs of wear soon after purchase. The diagrams are outdated and elementary, and the books really only work if you have the entire set, costing more than \$500.

Spirituality: Southwestern's claim to fame is that they helped soldiers get back on their feet after they returned from war by providing "Bibles" for them to sell door-to-door. While this validates the history of the company, management has since changed (it's been over 150 years). My student managers sold me on the idea that the Southwestern experience would bring me closer to God. They say that they make an effort to go to church on Sunday mornings and that weekly morning routines involve group prayer. None of that ever happened. I was removed from my support system, my family, close friends, mentors, pastors, everything that offered support in my life, and spent thirteen weeks in the "desert" so-to-speak. The company is solely out to make money. They've perfected a program that keeps students barely alive enough to meet or exceed profits from the previous year via peer-pressure and brainwashing. At the end of the summer managers said things like, "We know this summer wasn't that fun, and even if you weren't as successful as you had planned to be, there is still an obligation to return next summer and try harder."

Would you like to know what my managers were doing? They were sitting in well furnished offices, playing golf, flying to different parts of

the U.S. to give us "Southwestern" rallies. They were dressed in designer clothing, driving imports, and taking long weekend vacations. Rumors floated of six digit salaries for these mongrels as opposed to the average student income of less than five thousand dollars.

The system doesn't work. That's what it comes down to. They claim that if you stick to "The Schedule" then you'll succeed. It places weighty pressure on those students who are sticking to "The Schedule" and not seeing results. The basic idea throughout the company is if you're not successful, then you're not following the schedule, and if you can't follow the schedule, then you're not a hard worker and you don't have what it takes to be successful in a real job. I can't tell you how many times my success in that job was directly related with how well a wife and mother I would be down the road.

Cult? Maybe. Unhealthy? YES! I do not recommend this job to anyone and will gladly provide more information if requested.

posted Tuesday 7 November 2006 @ 17:33 by Juliet Michaels

How many employers wouldn't want someone willing to work 75 hour weeks in terrible conditions for little pay while rationalising it to themselves as a great experience?

posted Monday 30 October 2006 @ 10:31 by cim

Read this with horror. Have friends with far worse experience of this company than Mr. Chan's. I'm depressed we live in an age where people like the adorable Ms. Garvey aren't tarred and feathered - let alone the people who run this disgraceful company. As for Roger McGill's comments - I suspect, for any potential employer who has actually heard of SouthWestern, an ability to talk about your experience is only second to none at making you look like a mug.

posted Friday 27 October 2006 @ 18:55 by john

Don't do it. I did 1/3 of the summer few years ago. although I was very lucky to find a good landlord to stay for the whole summer, I cannot earn enough to even cover my living and air ticket. and the company didn't care about ur working situation there at all. All they want is money!!!! It is Cult!!!!!!

posted Tuesday 24 October 2006 @ 18:13 by BMW

I have the books 1989 version. I was trying to find out information about these books for someone else. My children used the books and I've enjoyed having them available for all the people in my life that needed a question answered.

It bothers me though that young people are taken advantage of and a publishing house has a "cult" like attitude to its employees. I know that if I had been more aware of SouthWestern practices at that time of my purchase I would not have these books. And I must say I have a different attitude regarding them now.

Business should be a win-win proposition to everyone involved; but it seems most American companies (I'm American, don't know many foreign companies) have the attitude that anything goes as long as you wave a flag, put your hand on a bible, make your top executive very rich and pay lip-service to your stockholders.

I'm sorry that your experiences with Americans are colored by these opportunists and I hope you get to meet us again on a more equal footing.

posted Monday 23 October 2006 @ 20:18 by Maria

I think you should never sign up for a job where you only get commission, but thats just me. plus working 75+ hours in the heat just to add a poxy entry to my CV? no thanks! i reckon there's no point in going all the way to the states if you're never going to have time to do anything other than knocking on people's doors.. i think its awful the way some companies exploit students on the pretence of giving them work experience, its a truly terrible thing and people should be careful..

posted Monday 9 October 2006 @ 19:05 by EI

Guild Series II election results

Rory Melough

WITH a total of 701 votes, Alain Desmier defeated Helen Fullbrook and Alexander Gilbert to be voted in as next year's Guild President.

John O'Neill, Jo Barker, Amy Fenton, Louise Burgess and Bonnie Amato were also successful in obtaining the

respective posts of Deputy President, Welfare Officer, FAT officer, AU representative and Education Officer.

The Series II elections enjoyed one of the highest turnouts ever for a Guild election, with over 2000 students voting for the 2005 - 2006 Guild executive.

After two weeks of gruelling campaigning, the results

"Congratulations go to the winners, commiserations go to all those who weren't elected and a big 'thank you' to every single one of the 2021 who voted."

were announced at 22:30, to a capacity crowd in the Ram bar on Friday 18th February.

Some of the Guild elect then gave their first interviews on campus radio station XpressionFM.

All positions were filled, with the exception of the post of Guild Chairperson, which will be decided with a fresh election.

Following the elections, the Senior Election Officer David Kenneough congratulated all the candidates on X-net:

"I think a big vote of thanks should go to all those who were brave enough to enter

into the Series II Elections and campaigned in all weathers over the course of the last ten days."

"Congratulations go to the winners, commiserations go to all those who weren't elected and a big 'thank you' to every single one of the 2021 who voted in this series of elections."

Southwestern's "immoral" tactics

Jemma Hatt and Rhiannon Campbell

AN Exeter student has voiced her concerns over the "immoral" recruitment tactics of a long established book-selling company.

The Southwestern Company was established in Nashville, Tennessee in 1885 and set up its first international office in Bristol in 1994.

"I found their company policy and line of work totally immoral and imagined that it was the most demoralising and depressing kind of work imaginable."

Representatives from the company approach students nationwide every year, inviting them to participate in a work placement over the Summer.

The company recruits students to sell educational books on a door-to-door basis, in an area or town away from their home, either in the United Kingdom or in the U.S.

Southwestern publicises its ability to allow students to 'build character to last a lifetime'.

Second year student, Tamzin Gates was approached by a female Southwestern representative in Queen's Building around two weeks ago.

She was invited to an interview,

subsequently, a presentation on the company, but claims she felt drained and exhausted after the intense session.

The company prides itself on attracting hard-working students who relish a challenge and enjoy taking risks.

They claim that students on their first year of the programme earn £1830 per month on average.

However, there is no guarantee of any income as profit is based entirely on a dealer's selling performance.

After her introductory session, Tamzin told Exeposé, "Apparently the law of averages dictates that if you knock on 30 doors, between 1 and 2 will buy the product. The books came in a hardback pair and were sold at £111 pounds, a bargain apparently!"

The company acknowledges the challenge which the job poses, stating that the most successful dealers work 75 hours a week or over.

Tamzin was told that the average student working for Southwestern would earn £4,500 gross profit over the twelve week period.

This would involve working six days a week, with a day

that could start at 8:00am and not finish until 9:30pm.

Alan Morton, the district sales manager covering the Exeter area, stresses that it isn't an easy summer and the best students can be working up to twelve hours per day.

Although this far surpasses the Government's recommendation of a maximum 48 hour working week, because the students are effectively 'self-employed', and their income depends on the number of books they sell, it is the students' responsibility to decide how much they work.

Limited safety advice is given to students, who embark upon the placement in unfamiliar areas working inside people's homes individually.

This was Tamzin's greatest concern when she attended the talk.

She commented, "They target 'middle-class families' which apparently makes the work safer for students."

Southwestern also advise their workers not to enter 'into a house unless a female is present during the demonstration'.

The company also advises students not to arrange accommodation in advance, but to find somewhere to stay whilst door-knocking.

However, one Exeter student who participated in the scheme, Mike Cann, managed to find accommodation for just thirty pounds per week.

Surprisingly, the company's statement online does not require students to have mobile phones, citing them as "distracting" during the daytime.

Instead it recommends that they buy cheaper calling cards.

However, Alan Morton said this was not the case and they did urge people to carry phones on their person for safety.

Their website does not detail how students can be contacted whilst working or how they can raise the alarm if in trouble.

What the website does make clear is that participants will face charges upfront.

If the student chooses to work in America they will be charged £350 for a visa, as well as having to pay costs for flights and a hotel stay during the week-long training period.

However, many Exeter students have taken up the opportunity to work for Southwestern, and have been successful.

"We look for students who are ambitious, have a strong work ethic...and who take the job seriously."

Accounting and Finance student, Katherine May earned £11,108 for a 12 week job in her first year.

Katherine, alongside another Exeter student Saly Pile, were registered as two



Is this your idea of a challenge?

photo by Katie Jackson

out of the twelve highest earners in their first year at Southwestern in 2003.

Alan Morton stressed, "We look for students who are ambitious, have a strong work ethic, are very independent, like a challenge and who will take the job seriously."

Tamzin knew that this was not the kind of work she was looking for and commented, "When I

found their company policy and line of work totally immoral and imagined that it was the most demoralising and depressing kind of work imaginable."

However, Ian Hodges of the Careers Centre explained that Southwestern "regard themselves not just as booksellers, but as trainers of students in personal skills."

He continued, "They are not your normal run-of-the-mill company offering vacation work, but they make that very clear."

Whilst Southwestern prides itself on the opportunities it gives, students should primarily consider full details of the working conditions and charges that they would encounter.

Interviews by Sarah Green, News Editor

walked out i was completely exhausted and slowly began to realise what exactly it was that they were asking people to do."

She continued, "I went back the next day to tell them that I didn't want to work

Platteville Journal

September 10, 2003

Author: Jennifer Davis

A motor vehicle crash with injuries occurred on CTH D, five miles south of Platteville, at 1 p.m. on Saturday, Sept. 6.

Jenny Kwon, 18, of Fremont, Calif., was traveling northbound on CTH D when she lost control of her vehicle and went off the left side of the road rolling several times. Both Kwon and her passenger, Mariana Turner, 19, of Sausalito, Calif., were thrown from the vehicle.

They were transported to Southwest Health Center where Kwon was treated for serious back injuries and a collapsed lung, and Turner was treated and released.

No seatbelts were used.

By Jennifer Davis
Platteville Journal

DMPG Info Clip Resources:

Platteville Journal
25 East Main
Platteville, WI. 53565

Editor: Jennifer Davis
(608)348-3006

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DMPG research has learned through police reports that Jenny Kwon and Mariana Turner worked for a company out of Nashville, Tennessee by the name of Southwestern Company. This company hires students as independent contractors to sell their products door-to-door across the country. The students purchase products from Southwestern at wholesale prices and sell them to the customers at retail prices.

NewsLibrary

July 27, 1993

Author: Damon Cox, Staff Reporter

Daphne to take closer look at door-to-door soliciting

Officials may opt to prohibit all unsolicited sales calls or to regulate the practice more closely

DAPHNE City officials, trying to gauge public sentiment on door-to-door soliciting in Daphne, Monday scheduled an Aug. 16 public hearing on the topic to give residents the opportunity to voice their opinions.

Mayor Harry Brown, Police Chief Joe Hall and City Council members say they all agree salesmen peddling products door-to-door at homes and businesses have become a nuisance in Daphne and some form of city action is needed. At issue is whether the City Council should outlaw unsolicited sales calls outright or take a more tolerant position by regulating the practice.

"We'll take our cue from the response of the people who live in this community whether or not we regulate it or outlaw it completely," said Councilman Gordon Waller. "I'm hoping they'll fill the chambers here on Aug. 16, and they'll give us a feeling for what they want us to do."

Waller is chairman of the Public Safety, Legislative and Ordinances Committee which will review the situation and ultimately make a recommendation to the City Council on how to deal with door-to-door soliciting.

At a special council meeting Monday to discuss the issue, Waller said he favors an outright prohibition of solicitors. Other members of the council and Mayor Harry Brown said they believe regulation is the better route.

Regulation might include where and how a solicitor could approach potential customers, as well as a more stringent licensure process that includes a background check.

Waller said if soliciting is outlawed he would like to see an exemption granted for legitimate nonprofit fund-raising type activities.

The City Council did take some final action Monday on soliciting, voting 5-1 to revoke the business license of the Nashville, Tenn., firm, The Southwestern Company, which sells educational books door-to-door. The move came in response to numerous complaints and the arrest of a door-to-door salesman representing the company.

On June 11, police arrested Jeffrey William Hahn, of Nebraska, on a charge of soliciting without a permit in connection with an incident where he was swearing at an individual he approached to try and sell some of his merchandise, Hall said. Hall said the city had

received a total of nine complaints against Hahn, and it is an example of the problem which exists with solicitors.

In a letter to the council from The Southwestern Company, District Sales Manager Jeff Hawley apologized for Hahn being "over aggressive in his selling tactics" and stated that such tactic are not taught by the company.

Presently soliciting is legal in the city if a salesperson has a city business license or is an employee of a company that has a business license, Waller said. VOTE TO REVOKE BUSINESS LICENSE

YES: Rhea Silvermail, John Lake, Verna Elliot, Gordon Waller and Mayor Harry Brown
NO: John Montgomery ABSENT: John Sasser and Dennis Greenwood

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Record Number: MERLIN_311617

The Ridgefield Press (CT)

July 14, 2005

Author: Jenny Blum, Press Staff

Section: Sports

Page: A021

Selectmen give a permit to door-to-door book peddler

The stranger who will be ringing Ridgefield parents' doors this summer is a college student, doing an internship as a door-to-door salesperson.

The Board of Selectmen agreed to grant Aldean "Dean" Mondares a vendor's permit last Wednesday, July 6. The permit allows Mr. Mondares to peddle educational materials published by Southwestern Company.

Mr. Mondares explained that he is a student at the University of California and that selling books door to door in Ridgefield is part of his summer internship with the Southwestern Company.

Opposition

The selectmen voted 4-1 in favor of granting Mr. Mondares a vendor's permit.

Selectman Joan Plock was the lone opponent. She said she was not comfortable with the fact that Mr. Mondares will be selling educational materials that he will present as guides to help students in grades kindergarten through 12, because the materials have not been approved by the Ridgefield school system and do not follow Ridgefield's curriculum.

"The pitch is tied to the school system," she said. "The clarification isn't strong enough for me."

Several audience members also said they were against the idea of door-to-door salespeople showing up at their houses.

"This is door-to-door solicitation, and frankly I discourage people from driving up where my kids are playing," Andrew Bodner of Branchville Road said. He asked whether the selectmen might give townspeople an option similar to a "do not call" registry where they could request that they not be solicited by door-to-door salespeople.

First Selectman Rudy Marconi said Ridgefielders could call his office at 431-2774 to ask to be put on such a list.

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Record Number: 10DD3F165FF3C28D

The Daily Iowan

October 6, 2005

Author: Annie Hamm

http://www.dailyiowan.com/home/index.cfm?event=displayArticlePrinterFriendly&uStory_id=feb8d373-ff5a-4771-a8c6-d0863eafd869

Summer job becomes a bust for one UI student

UI sophomore Adam Salazar's summer of 14-hour days and soliciting door-to-door in the desert heat might sound crazy to some.

But to Tennessee-based Southwestern Co., the summer job selling educational reference books is a "challenge."

The organization recruits 3,000 students to sell supplementary educational books and software during the summer months. The students are required to pay travel and hotel expenses for a mandatory five-day training session in Nashville, and they must also knock door-to-door to find housing for their 12-week stints.

"It is a risk, because it's a challenge. It's certainly a program that's not for everyone," said Trey Campbell, a company spokesman, noting that approximately 70 percent of those trained complete the program. "The most successful students in the program do work 13- to 14-hour days."

Established in 1868, Southwestern is designed to help students finance their education by allowing them to work as independent contractors - similar to cosmetics business Mary Kay, Campbell said.

Salazar said his family thought he was "crazy" to work for the company.

"They thought it was a scam," said the Chicago native.

But he packed up and drove to his designated location despite their concerns.

Campbell said the average employee earns a net profit of \$8,199, which comes from a 40 percent profit margin based on the wholesale cost of the products deducted from the student's total retail sales. External expenses also have to be subtracted from this total, he said.

However, Salazar walked away with only \$2,600 in savings. He said he grossed \$7,000, but everyday expenses diminished the total. He was even supposed to earn an additional \$1,100, but the company claimed it went missing, he said.

"If I were to question it, I would have to go through so much bureaucracy," said Salazar, who was looking to earn some extra cash to pay for his out-of-state loans, fraternity expenses, and spending money.

Salazar discovered the company while sitting in lecture at Van Allen Hall. Recruiters passed out questionnaires asking students if they were interested in obtaining a "wonderful opportunity" for a summer job, he said.

But Phillip Jones, the UI vice president for Student Services, said Southwestern has been banned on the UI campus since 2001 because it is not recognized by the university.

"It has no basis for being on campus," he said. "If it is doing anything in university buildings, it is in violation of university policy and would be asked to leave or will be removed and charged with trespassing."

However, not all UI students have had problems with the Southwest company.

"I would basically say that Southwestern Co. has been more beneficial to me than pretty much anything I've done," said UI fifth-year senior Mike Berntsen.

He said he was recruited on campus to join the program and began working for the company during his freshman year in 2002. He was later promoted to manager because of his work. As a manager, his jobs included living with new members and helping them while they sold the books.

E-mail DI reporter Annie Hamm at:
annie-hamm@uiowa.edu </div

The Post (Ohio University) (OH)

April 19, 2002

Author: Philip Ewing; Ohio U.

Section: News

Employers visit classrooms to recruit Ohio U. students

ATHENS, Ohio -- Ohio University instructors can allow whoever they want to come into their classes, whether visitors are guest speakers or recruiters from outside companies.

During winter quarter, representatives of the Southwestern Company of Nashville, Tenn., entered OU classes and recruited students for the company's summer employment program.

After distributing surveys that asked students their names and telephone numbers, representatives scheduled informational sessions and conducted individual interviews with prospective employees to sell educational books door-to-door.

In the Southwestern summer program, students fly to Nashville for job training and then live in cities throughout the United States.

OU did not officially sanction the activities, though they took place in university classrooms and involved OU employees, said Leesa Brown, OU spokeswoman.

Similarly, OU has no policy regarding outside recruiters in general.

"Professors have academic freedom and can invite anybody in to speak to students," Brown said.

Stephen Tootle, a history instructor, said he approved of this policy.

"Professors should largely be allowed to do whatever they want," he said. Tootle said he was opposed to any regulation of outsiders in classes, because, he said, such rules would be pointless.

"I'm not a big fan of unenforceable laws," he said.

Sociology professor Chris Hedges said he thought that any decision about guest speakers or recruiters should be left up to professors.

"The professor should have the final say in who does and who does not come into a classroom," Hedges said. "You should have the freedom to do it as long as it satisfies an educational purpose."

Not only did recruiters visit classrooms, they also solicited students by phone.

Southwestern recruiters called OU sophomore Katrina Moyer to ask if she was interested in the summer program.

"I don't know how they got my name," Moyer said. "I wasn't really interested."

But Moyer said she did not object to the phone calls, or the unofficial recruiting on the OU campus.

"I guess it's good for people who are looking for a job for the summer," she said.

In fact, few OU students said they opposed the in-class job recruitment. Many thought that opportunities to participate in summer job programs are valuable.

"I don't think it's disruptive at all," said OU sophomore David Berger. "It's good to have opportunities for people to make money."

Southwestern company recruits students from 300 different universities across the United States and Canada, a company spokesman said. Students who complete the summer program have the opportunity to return as student managers and recruit other students from their local university.

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The Tribune-Review

July 20, 2004

http://pittsburghlive.com/x/tribune-review/trib/regional/s_204188.html

Suspect jailed after car theft, foot pursuit

West Carnegie Suspect jailed after car theft, foot pursuit

A Whitehall man was in the Allegheny County Jail on Monday in lieu of a \$10,000 bond after being accused of stealing a car and later leading police on a running chase through the alleys and side streets of downtown Carnegie yesterday morning.

John E. O'Rourke, 45, of Baptist Road, is charged with robbery of a motor vehicle and theft. Police said he is accused of stealing a car parked at the BP station at the corner of Chestnut and East Main streets at 6:50 a.m. while the driver was paying for gas. The thief stopped the car on Sansbury Street and ran away with the victim's purse. O'Rourke was apprehended on Sansbury Street after a chase, police said.

http://pittsburghlive.com/x/tribune-review/trib/regional/s_204188.html

Missing girl found safe over weekend

A 12-year-old North Side girl who had been reported missing earlier this month was found safe over the weekend, city police said.

Dominique Faulk, who disappeared on July 3, was found Monday and reunited with her family, police said.

Detectives released no other information.

Book saleswoman loses her permit

Plum police Monday said they will not renew the solicitation permit of a woman who has been going door to door selling books for the Southwestern Co., of Nashville, Tenn.

Plum School District officials said they received numerous telephone calls and e-mails from residents over the last week who said the woman, identified by the district as Ameer Frickle, told them she worked as an intern for the district. Officials said last week the woman does not represent Plum schools.

A spokesman with Southwestern said students are told to refrain from misrepresentation. Plum police Chief Robert Payne said yesterday the woman's permit expired several weeks ago.

The Gazette (Colorado Springs, CO)

August 13, 1998

Section: CITY/STATE

Page: 2

Company falsely uses D-38 school name: Officials at Lewis-Palmer School District 38 are miffed that someone may be falsely using the district's name to sell educational books and Bibles. Dave Dilley, D-38's assistant superintendent, said he received several phone calls Wednesday from people checking up on the Southwestern Company, which was allegedly using the district's name in sales pitches.

"We are not affiliated or endorsing in any way (the Southwestern Company)," Dilley said. "We've had no contact with the company."

According to information from the local Better Business Bureau, the Southwestern Company is based in Tennessee and recruits college students throughout the country to sell its books.

The company could not be reached for comment.

If a solicitor sounds suspicious or uses the Lewis-Palmer name in sales, call the Better Business Bureau at 636-1155.

Man held on \$1 million bond after escape attempt: A 23-year-old Pueblo man facing charges in a 7-year-old boy's death has been ordered held on a \$1 million bond after he reportedly tried to escape.

Richard S. Eurioste is scheduled to appear Monday in Pueblo County District Court on charges of child abuse resulting in death and escape.

Authorities allege Eurioste sexually abused Jonathan Perea, the son of his housemate.

The boy died early Friday at St. Mary-Corwin hospital.

Jonathan's mother, Joetta Perea, called police for help Friday after finding the boy unconscious.

Perea told police she previously had seen Eurioste hit, kick and bite Jonathan and his older brother.

She said Eurioste told her he was making the boys "tough."
Eurioste was arrested Saturday and was left alone briefly in a second-floor interview room at the Pueblo Police Department. Police allege that he broke through the window and began to flee, but officers caught him almost immediately.

He was treated at a hospital for minor injuries he suffered in the jump, police said.

Mobile home damaged by fire: A fire destroyed one room in a three-room mobile home at Aspen Mobile Home Estate on Wednesday night, the Colorado Springs Fire Department said.

Firefighters were dispatched to 302 East St. Elmo Ave., Lot 13, at 8:22 p.m. and had the fire contained shortly after arriving.

The three occupants of the home, rented by Mike Slater, were not at home when the blaze started.

Fire investigators late Wednesday had not determined the cause of the blaze, nor had they placed a dollar amount on damage to the home.

- Gazette and news services

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Record Number: 208212</div>

Courier News (Bridgewater, NJ)

July 25, 2002

Author: Giovanna Fabiano; Staff Courier News

Section: Local

Page: B1, B3

Parents warned: Inquiring salespeople set off alarms in Clinton Township.

CLINTON TOWNSHIP - School officials are warning parents to watch out for people going door to door selling academic books.

A warning on the district's Web site was posted in early July, after solicitors from Southwestern Company, a Nashville, Tenn.-based direct-sales firm, tried to sell books to three local parents and then asked for names of other children in the area.

"We received complaints that the company would go to one house and then ask parents if they knew of any other children who attended schools in the community, and there was some concern as to where the information came from," said Elizabeth Nastus, Clinton Township superintendent of schools.

"We wanted to make it clear that this is not something that is district-supported or condoned," she said. "They may have known the names, but it didn't come from us."

Parents immediately contacted police, who confirmed that Southwestern Company has a township permit to sell books, software and educational study guides. Police did not receive any complaints about Southwestern, and they were not aware that solicitors were asking about other children in the community, Sgt. John Kuczynski said.

But there has been a string of incidents involving solicitors who do not have the proper permits to sell, he said.

Last week, three solicitors from out of state were issued ordinance summonses for selling magazine subscriptions without a township permit on Wellington Avenue and Lilac Drive. They also were seen peering through residents' windows.

"We're suggesting to residents that if anybody comes to your home and you don't know who they are, give us a call and copy down the license plate - you're probably preventing a crime," Kuczynski said.

Southwestern Company received a township permit June 24 and paid a \$50 fee to solicit in the area, township administrator Gail McKane said. The permit is valid for one year.

The company employs college students from across the country, who live with host families for 10 to 12 weeks during the summer and sell books from the Clinton Township curriculum and from other areas.

Trey Campbell, a Southwestern Company spokesman, called the warning a misunderstanding.

"The students haven't done anything wrong. They're here legally, and they're out there working hard, so we want them to have every success, and we want local officials to understand what they're doing," Campbell said.

Campbell said the company will contact Clinton Township officials today to straighten out the situation.

As for solicitors referring to other children, Campbell said, "All the information they gather is from local neighbors ... they ask which homes have children because they don't want to bother anyone else."

After school officials received the complaints the week of July 4, the Parent-Teacher Association called local parents on the township-wide phone chain and alerted them of the situation, association President Kim Miller said.

"As a community, we should all be aware of what's going on in order to protect our children," Miller said. "For me personally, as a parent, it was the fact that they were asking for other students' names, and even though they did go through the proper channels and had the proper credentials to solicit, it was concerning."

Giovanna Fabiano can be reached at (908) 782-2300 or gfabiano@c-n.com.

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Madison Capital Times

December 12, 2003

Author: Doug Moe

THE ART OF SELLING DOOR TO DOOR [ALL Edition]

Abstract (Document Summary)

Southwestern, which hires college students exclusively, is still around. The Tennessean newspaper reported in December 2002 that the Southwestern Co., founded in 1855, currently has revenues in excess of \$100 million annually. The company's Web site notes that UW- Madison ranked fourth among campuses worldwide in terms of the gross profits generated by student sales people in the summer of 2002. The UW figure was \$609,262.

In my day, and I doubt much has changed, you traveled to Nashville when the school year was over for a week of "sales school." This could be boiled down to the company convincing you that no matter how inept you might be, if you knocked on enough doors every day you'd find a few people, who, for whatever reason - boredom, gullibility, genuine interest - would buy the books. Volume was key - it was the law of averages.

Not that the books were bad - they weren't. I sold a kind of poor man's encyclopedia, two large volumes crammed with history and science and the arts, for \$40. But here's the rub: The company paid for nothing up front. You paid your way to Nashville for school, and then you paid your way to wherever the kids from your campus were sent for the summer. In my case, it was southern California, east of Los Angeles, where I knocked on doors in San Bernardino, West Covina and Ontario.

Full Text (810 words)

Copyright Madison Capital Times Dec 12, 2003

Heard something Moe should know? Call 252-6446, write PO Box 8060, Madison, WI 53708, or e-mail dmoe@madison.com.

THERE HAS lately been a backlash against the backlash against people who telephone during dinner to try to get you to buy something you don't want.

On Monday, the New York Times ran an op-ed piece by a woman asking for sympathy for her 71-year-old mother, who works as a telemarketer.

Conceding that most people probably despise her mother without knowing her, just because of her job, the woman wrote that instead, her mom is "someone struggling to make a buck, to feed herself and pay her utilities - someone who personifies the great American way."

I'm here to say there is someone who personifies the great American way much more than the telemarketer, who after all is fairly anonymous and invisible at the other end of a telephone line. This man or woman personifies rugged American individualism. He or

she also may be despised by a large percentage of the population, but then nobody's perfect.

I am speaking of the door-to-door salesman.

While I am all too happy to hang up on telemarketers, I have a soft spot for door-to-door sales people. Door-to-door sales gave me about the worst and best jobs I've ever had.

In 1975, while attending UW-Madison, I was recruited by a Nashville-based company, Southwestern, to sell their books door to door in the summer. The idea was that I could earn tuition for the next school year.

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The company advised us to try to rent a room in a private home. We paid for room and board by getting down payments on the books, which were shipped out at the end of the summer for us to deliver. We then went back through Nashville at the end of the summer and settled accounts.

I cleared about \$2,500 in 1975, even though I quit with three weeks left in the summer to hang out on the beach in Santa Monica. It was a brutally difficult job. About 40 of us went out from Madison and within a couple weeks that number was down to 20.

It's not easy to knock on a stranger's door, much less 60 or 70 a day. The rejection factor was massive. "They're waiting on you next door," followed by a slamming door, was a frequent greeting. At various other times I was offered dinner, drugs, sex and eternal salvation.

The next summer, I stumbled into one of the great gigs of all time. Some smart local business people, among them Jim and David Carley, and Jim Fitzgerald of Janesville, had started a cable TV franchise in Madison. They needed a few people to knock on doors in the evenings, explain what cable television was, and offer a free hookup and free 30-day trial.

For each person I signed up, I got \$5. It was a no-lose deal for the customer, and I recall signing up close to 100 people in one night at the Regent Apartments. It was unbelievable.

Of course, there came the sad evening when I showed up at the cable office to get my street assignments for the night, only to find the cupboard was bare. We had blanketed the city. Madison was "wired."

Well, I thought, it was good while it lasted. All of 21 years old, I figured I'd never find a better scam.

It was then, of course, that I discovered journalism.

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