

1 DIVISION OF LABOR STANDARDS ENFORCEMENT
By: FRANK C. S. PEDERSEN,
2 Special Hearing Officer
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8 BEFORE THE LABOR COMMISSIONER

9 STATE OF CALIFORNIA

10 JAMES PECKHAM aka)
JESSE CAMPBELL,)
11)
Petitioner,) NO. TAC 29-80
12) SF MP 93
vs.)
13)
CARL FAIR and SUE FAIR,) DETERMINATION
14)
Respondent.)
15 _____)

16 The above-entitled controversy came on regularly for
17 hearing in Los Angeles, California, on September 22, 1981,
18 before the Labor Commissioner of the State of California by
19 Frank C. S. Pedersen, Counsel for the Division of Labor
20 Standards Enforcement, serving as Special Hearing Officer
21 under the provisions of Section 1700.44 of the Labor Code of
22 the State of California; petitioner James Peckham aka Jesse
23 Campbell appearing by the law office of Charles R. Weldon by
24 Paul R. Dixon and respondents Carl Fair and Sue Fair appearing
25 by the law office of Rohrer and Holtz by Richard R. Holtz.

26 Evidence, both oral and documentary having been intro-
27 duced, and the matter having been submitted for decision, the

1 following determination is made:

2 It is the determination of the Labor Commissioner:

3 1. That the Labor Commissioner has jurisdiction in this
4 matter.

5 2. That the contract entered into between the parties
6 hereto on October 22, 1978 is illegal and that respondents are
7 not entitled to any commissions thereunder.

8 DISCUSSION

9 Petitioner and respondents entered into a contract on
10 December 22, 1978, which contract was drawn up by respondent's
11 present counsel.

12 It is apparent from the evidence that all parties be-
13 lieved they were entering into a valid contract and at that
14 time none of the parties was aware of the fact that a talent
15 agency license was required to procure or offer to procure
16 employment for an artist.

17 The evidence is uncontradicted that petitioner is an
18 artist within the meaning of Section 1700.4 of the Labor Code
19 and that respondents procured and did attempt to procure em-
20 ployment for petitioner, and in fact Paragraph 10(e) of the
21 contract states as follows:

22 "e. That the Agent will use reasonable efforts
23 to procure or to assist the Artist in procuring employ-
24 ment for the services of the Artist in the entertainment
25 industry."

26 Petitioner also alleges certain expenses incurred in
27 an unsuccessful attempt to obtain employment at Las Vegas,

1 Nevada, but the evidence clearly shows that respondents paid
2 all his expenses.

3 The Hearing Officer now makes the following Findings
4 of Fact and Conclusions of Law:

5 FINDINGS OF FACT

6 1. That petitioner is an artist within the meaning of
7 Section 1700.4 of the Labor Code.

8 2. That respondents procured and attempted to procure
9 employment for petitioner without being licensed as a talent
10 agency.

11 3. That the contract of December 22, 1978 is therefore
12 void and no rights flow therefrom.

13 4. All of the petitioner's expenses to Las Vegas were
14 paid by respondents.

15 CONCLUSIONS OF LAW

16 1. The contract entered into on October 22, 1978 is
17 a void contract and no rights flow therefrom.

18 2. Neither party is entitled to any other relief.

19 DATED: January 25, 1982. Frank C. S. Pedersen
20 Frank C. S. Pedersen
Special Hearing Officer

21 ADOPTED: 2/2/82 P W H
22 Patrick W. Henning
23 Labor Commissioner
24 State of California
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