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1	DIVISION OF LABOR STANDARDS ENFORCEMENT Department of Industrial Relations	
2	State of California BY: DAVID L. GURLEY (Bar No. 194298)	
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4	Telephone: (415) 703-4863	
5	Attorney for the Labor Commissioner	
6	BEFORE THE LABOR COMMISSIONER	
7	OF THE STATE OF CALIFORNIA	
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10	TENTH HOUSE, INC.,	TAC 20-00
11) Petitioner,)	
12) vs.)	DETERMINATION OF
13) MONTE HALLIS,)	CONTROVERSY
14) Respondent.)	
15)	
16	INTRODUCTION	
17	The above-captioned petition was filed on June 29, 2000,	
18	by TENTH HOUSE, INC. (hereinafter "Petitioner"), alleging that	
19	MONTE HALLIS (hereinafter "Respondent"), failed to pay petitioner's	
20	commissions after the petitioner negotiated and procured work for	
21	the respondent as a production designer in the television and	
22	motion picture industries. Petitioner seeks 10% commission on	
23	respondent's earnings for three projects.	
24	Respondent filed her answer on August 14, 2000, alleging	
25	the agreement terminated on October 29, 1999, and petitioner is	
26	consequently not entitled to commissions for engagements performed	
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after that date. Additionally, respondent maintains petitioner breached the contract by failing to use reasonable efforts on her behalf.

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The parties were properly notified and served. The hearing was scheduled and held on November 17, 2000 in Los Angeles at the office of the Labor Commissioner. The petitioner represented herself; respondent failed to appear.

Based upon the evidence and arguments presented at this
hearing, the Labor Commissioner adopts the following Determination
of Controversy.

FINDINGS OF FACT

1. On October 29, 1998, the parties entered into a one-14 year written contract, whereby petitioner would act as respondent's 15 exclusive talent agent for all work performed as a production 16 designer in the entertainment industry. The contract provided that 17 petitioner would "use all reasonable efforts" to obtain offers of 18 employment and negotiate employment contracts. In return, 19 petitioner was to receive 10% of respondent's earnings.

2. Petitioner testified that in the latter part of 1999, 20 she had contacted several production companies on respondent's 21 behalf. As a result of those efforts, petitioner secured three 22 respondent. According the to engagements for employment 23 petitioner, the respondent performed those services, was timely 24 paid but failed to remit petitioner's commissions owed under the 25 agreement. In support of petitioner's claims, she introduced three 26 deal memorandums executed by Tenth House, Inc. and various

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production companies, purportedly securing respondent's services for several television commercials. The deal memos reflected negotiation efforts, material terms and signatures of both the production companies and the petitioner. The three deal memos in controversy included the following:

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- A) On September 27, 1999, a deal memo was executed by petitioner and Michelle Abbott of "The End" for respondent's services in the amount of \$5,000.00.
- B) On October 12, 1999, a deal memo was executed by petitioner and JJ Morris of "Headquarters" for respondent's services in the amount of \$3,200.00.
 C) On November 22, 1999, a deal memo was executed by petitioner and JJ Morris of "Headquarters" for

respondent's services in the amount of \$4,744.00.

The petitioner testified that on or around October 3. 15 29, 1999, the parties entered into an oral modification extending 16 the relationship beyond the October 29, 1999 termination date. 17 According to petitioner, the oral extension provided that either 18 party could unilaterally cancel the agreement upon thirty days 19 notice. Petitioner states the agreement has never formally been 20 terminated. By the petition, petitioner seeks 10% commission for 21 all three aforementioned projects. 22

CONCLUSIONS OF LAW

1. Petitioner is licensed by the State of California as a "talent agency" within the meaning of Labor Code §1700.4(a)

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1 under license No. TA-3520.

2 2. Respondents status as an artist was not contested.
3 Consequently, she is an "artist" within the meaning of Labor Code
4 §1700.4(b).

5 3. Labor Code §1700.23 provides that the Labor 6 Commissioner is vested with jurisdiction over "any controversy 7 between the artist and the talent agency relating to the terms of 8 the contract, " and the Labor Commissioner's jurisdiction has been 9 held to include the resolution of contract claims brought by artists or agents seeking damages for breach of a talent agency 10 11 contract. Garson v. Div. Of Labor Law Enforcement (1949) 33 Cal.2d 861, Robinson v. Superior Court (1950) 35 Cal.2d 379. Thus, the 12 Labor Commissioner has jurisdiction to determine this controversy 13 pursuant to Labor Code §1700.44(a). 14

4. As a result of the respondent's failure to appear,
petitioner's evidence was not contested. Consequently, the
petitioner has established her burden of proof for all claims.

ORDER

For the above-stated reasons, IT IS HEREBY ORDERED: Monte Hallis ("Respondent") pay to Tenth House Inc. ("Petitioner"), 10% of respondent's earnings for the three 1999 projects referenced at paragraphs 3(A) through (C) of this Determination in the amount of \$1,294.40; plus interest at the rate of 10% per year in the amount of \$162.00; for a total award of \$1,456.40.

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3/7/01 Dated: DAVID L. GURLEY Attorney for the Labor Commissioner ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER: Honork Dated: MAR. 7, 2001 TOM GROCAN Deputy Chief