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STATE OF CALIFORNIA
2 DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS ENFORCEMENT
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8 BEFORE THE LABOR COMMISSIONER
9 OF THE STATE OF CALIFORNIA
10

11 SHAZIA ALI aka SHAZIA DEEN, an
individual,

CASE NO. TAC 14198

**DETERMINATION OF
CONTROVERSY**

12
13 Petitioner,

14
15 vs.

16 NOUVEAU MODEL AND TALENT
17 MANAGEMENT, INC.

18 Respondent.
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20 The above-captioned matter, a Petition to Determine Controversy under
21 Labor Code §1700.44, came on regularly for hearing in Los Angeles, California, before
22 the undersigned attorney for the Labor Commissioner assigned to hear this case.
23 Petitioner SHAZIA ALI aka SHAZIA DEEN, an individual, (“Petitioner”) appeared
24 represented by attorney Steven M. Sokoloff of Law Offices of Cyrus & Cyrus, PLC.
25 Respondent NOUVEAU MODEL AND TALENT MANAGEMENT, INC., who, until
26 recently, was licensed as a talent agency, appeared telephonically through its CEO, Peter
27 W. Hamm (“Respondent”).
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1 between Respondent Agency and the Third Party Production Company that has nothing to
2 do with Respondent's commissions from Petitioner's earnings.

3 Peter Hamm credibly testified for Respondent, that he explained to Petitioner that it
4 is common for the agency to receive an Agency Fee from the Production company, in
5 addition to commissions from Petitioner's earnings, which are separate.

6 So long as said fees are not "registration fees" or fees charged for services
7 expressly listed in Labor Code §1700.40(b) (or similar services), and are not intended to
8 be part of an artist's compensation (even though they may be based on a percentage of the
9 artist's total earnings), we find that the Agency Fees are between the talent agency and the
10 third party companies and the Labor Commissioner has no jurisdiction over such fee
11 arrangements. We note that the evidence, however, must clearly establish that the Agency
12 Fee is separate and apart from the fees the production company pays to the artist. There
13 must be no question that the fees are intended for the agency and are not meant for the
14 artist.

15 Here, no evidence was presented to show that the Agency Fee was intended for
16 Petitioner. Rather, the evidence established that this fee was separate and apart from
17 Petitioner's earnings. As such, the Agency Fee does not take the place of the commission
18 agreed to between the parties, as Petitioner argues. Accordingly, Petitioner is only
19 entitled to \$1,600.00 in earnings on The Phoenix Job and \$1,600.00 in earnings on The
20 Hilton Print Job.

21 4. As to The Hilton Commercial Job, the evidence establishes that Petitioner
22 is entitled to \$4,324.11 in unpaid earnings on Check Nos. 30083267, 30245480,
23 30245481, 3024582, 30310749 and 30537634. The evidence also establishes that
24 Petitioner is entitled to \$403.57 in unpaid earnings on Check No. 22362315 which
25 Respondent claims to have paid \$391.70 although he has not produced any evidence
26 supporting that this payment was for this job. Respondent is entitled to a \$59.17 credit
27 for the payment that was sent directly to Petitioner, Check No. 30236666.

28 5. Pursuant to Labor Code §1700.25(e)(1), Petitioner is entitled to \$1,500.00 in

1 reasonable attorney's fees and pursuant to Labor Code §1700.25(e)(2) Petitioner is
2 entitled to interest on all unpaid earnings.

3 **ORDER**

4 Based on the foregoing, we hereby ORDER that Petitioner SHAZIA ALI
5 aka SHAZIA DEEN, an individual is entitled to:

6 1. \$7,868.51 in unpaid earnings, \$1,436.33 in accrued interest pursuant to
7 Labor Code §1700.25(e)(2), (earnings and interest are broken down in the chart below),
8 and \$1,500.00 in attorney's fees pursuant to Labor Code §1700.25(e)(1) for total award of
9 \$10,804.84.

Job	Unpaid Earnings (less commissions)	Payment Due to Petitioner	Interest (10% from payment due date to decision date)	Total Due
The Phoenix Job	\$1,600.00	3/21/08	\$326.58	\$1,926.58
The Hilton Print Job	\$1,600.00	3/21/08	\$326.58	\$1,926.58
The Hilton Commercial - 30083267	\$403.57	6/6/08	\$73.86	\$477.43
The Hilton Commercial - 30245480	\$1,257.80	8/11/08	\$207.45	\$1,465.25
The Hilton Commercial - 30245481	\$1,255.73	8/11/08	\$207.11	\$1,462.84
The Hilton Commercial - 30245482	\$599.85	8/11/08	\$98.93	\$698.78
The Hilton Commercial - 30310749	\$403.58	9/6/08	\$63.69	\$467.27
The Hilton Commercial - 30537634	\$403.58	12/06/08	\$53.63	\$457.21
The Hilton Commercial - 30236666	\$-59.17	-----	-----	\$59.17
The Hilton Commercial - 22362315	\$403.57	4/25/08	\$78.50	\$482.07
TOTAL	\$7,868.51	-----	\$1,436.33	\$9,304.84

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2. Petitioner SHAZIA ALI aka SHAZIA DEEN, an individual, is also entitled to recover from the \$50,000.00 bond posted by Respondent with the Labor Commissioner as a condition of being licensed as a talent agent.

DATED: April 5, 2010

Respectfully submitted,

By: Edna Garcia Earley
EDNA GARCIA EARLEY
Attorneys for the Labor Commissioner

ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER

Dated: April 7 2010 By: Angela Bradstreet
ANGELA BRADSTREET
State Labor Commissioner

