

1 DIVISION OF LABOR STANDARDS ENFORCEMENT
2 Department of Industrial Relations
3 State of California
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BEFORE THE LABOR COMMISSIONER
OF THE STATE OF CALIFORNIA

10 MAUREEN ROGERS,) Case No. TAC 11-93
11)
12 Petitioner,)
13 vs.) DETERMINATION OF
14) CONTROVERSY
15 KENNETH VRANA and LISA EGGER-VRANA)
16 aka ELESHA EGG, both individually)
17 and dba INTERFACE MODEL MANAGEMENT,)
18 Respondents.)
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INTRODUCTION

On February 22, 1993, Petitioner MAUREEN ROGERS filed a
Petition to Determine Controversy pursuant to Labor Code
§1700.44, alleging that Respondents KENNETH VRANA and LISA EGGER-
VRANA, individually and dba INTERFACE MODEL MANAGEMENT, violated
the Talent Agencies Act by charging her for photographs, and
further alleging that Mr. Vrana, while acting as her agent,
subjected Petitioner to unwanted sexual advances and harassment.
By her petition, Ms. Rogers seeks a refund of all amounts she
paid to Respondents and penalties pursuant to Labor Code
§1700.40.

A proof of service was filed on March 29, 1993, stating

1 that the petition was personally served on Respondents on
2 March 24, 1993. Respondents failed to file an Answer to the
3 Petition, and the matter was scheduled for hearing, with notices
4 duly mailed to all parties on May 4, 1993.

5 The hearing was held on May 25, 1993 in Los Angeles,
6 California, before Miles E. Locker, attorney for the Labor
7 Commissioner. Petitioner was present and represented in propria
8 persona. Respondents, however, failed to appear. Prior to the
9 start of the hearing, Respondent Kenneth Vrana submitted a letter
10 denying "most of Ms. Rogers' allegations", "except [to] admit
11 that [he] collected monies from Ms. Rogers" for photographs, but
12 that "Interface Model Management retained none of the monies paid
13 by Ms. Rogers". This letter was admitted into evidence. Based
14 upon the testimony and evidence received, the Labor Commissioner
15 adopts the following determination of controversy.

16 FINDINGS OF FACTS

17 1. At all times relevant herein, until his license
18 expired on March 25, 1993, Respondent Kenneth Vrana was a
19 licensed talent agent, who, along with his wife, Lisa Egger-Vrana
20 aka Elesha Egg, owned and operated INTERFACE MODEL MANAGEMENT
21 (hereinafter "INTERFACE"), a talent agency.

22 2. On or about May 27, 1992, Petitioner met with
23 Kenneth Vrana at Respondents' business office to explore the
24 possibility of entering the field of modeling and securing
25 Respondents' services as a talent agent. During this meeting,
26 Mr. Vrana informed Petitioner that in order to get work as a
27 model, she would need to have photographs taken for a portfolio;
28 that the photographers he uses charge \$1,000 per shoot (four

1 rolls of film); that several shoots would be necessary for a
2 variety of "looks"; that the photographs were "guaranteed" so
3 that if Petitioner was dissatisfied with any photographs, they
4 would be reshot; and that INTERFACE does not make any money from
5 photographs. Mr. Vrana also told Petitioner that many times
6 women offer to have sex with him in exchange for free
7 photographs, and that he was very attracted to her. Petitioner
8 responded by stating that she was married and not interested in
9 any other relationship. Following the conclusion of this
10 meeting, Petitioner contacted the Better Business Bureau and
11 Screen Actors Guild to determine whether there were any prior
12 complaints against INTERFACE. Based on what she was told,
13 Petitioner decided to schedule a second meeting with Mr. Vrana.

14 3. On or about June 30, 1993, Petitioner had a follow-
15 up meeting with Kenneth Vrana, during which they entered into an
16 oral agreement under which Petitioner engaged INTERFACE as her
17 exclusive talent agent for all areas of modeling and television
18 commercials, for which Respondents were to receive a 20%
19 commission on all amounts earned by petitioner for her
20 professional services. This agreement was made contingent upon
21 Petitioner obtaining photographs for her portfolio and ZED card.

22 4. Mr. Vrana encouraged Petitioner to have her
23 photographs taken by different photographers, so that each
24 photographer could capture a different "look". Petitioner agreed
25 to use the services of three different photographers --- Kevin
26 Break, Mark Coleman and Rachel Feraffi --- for a total cost of
27 \$3,000. Mr. Vrana informed Petitioner that she needed to pay
28 INTERFACE a \$500 deposit for each photographer, after which

1 appointments would be made for the photo shoots. The remaining
2 balance (\$500 per photographer) would have to be paid to
3 INTERFACE prior to each shoot. Petitioner paid Respondents
4 \$3,000 for the three shoots, consisting of an initial payment of
5 \$500 on June 30, 1992, a subsequent payment of \$1,500 on July 13,
6 1992, another \$500 on July 14, 1992, and a final payment of \$500
7 on July 17, 1992. In accordance with Mr. Vrana's instructions,
8 all of these payments were made to INTERFACE by cash, cashier's
9 check or traveler's checks.

10 5. The three photo shoots took place on
11 July 14, 15 and 17, 1992. After reviewing the slides from these
12 shoots, Petitioner decided that she was unhappy with the quality
13 of the pictures that were taken by Rachel Ferraffi on July 17.
14 She informed Respondents that she wanted these photos reshot.
15 Mr. Vrana stated that it would not be advisable to ask Rachel
16 Ferraffi to do the reshoot, and instead, said that he would do the
17 reshoot himself. Petitioner agreed, and the reshoot was
18 initially scheduled for September 25, and later rescheduled to
19 October 1, 1992.

20 6. Kenneth Vrana advised Petitioner that in addition
21 to the three "looks" that were already photographed, she would
22 need to have bathing suit photographs included in her portfolio
23 and ZED card, and that he could do the bathing suit photo shoot
24 himself for a charge of \$150. He also told Petitioner that she
25 would have to pay another \$150 to have one of her photos appear
26 on the agency's "headsheets" (a poster featuring a headshot of
27 each of INTERFACE's models, distributed to the agency's clients,
28 commercial casting directions and producers). On August 17,

1 1992, Petitioner gave a \$300 check to Respondents as payment for
2 the "headsheets" fee and the bathing suit shoot, which took place
3 later that day.

4 7. Kenneth Vrana and Petitioner drove from INTERFACE's
5 office to a beach in Malibu to start the bathing suit photo
6 shoot. During the drive, Mr. Vrana pleaded with Ms. Rogers to
7 kiss him, stating that he hoped to have a "special relationship"
8 with her; and that although he could not guarantee that she would
9 get work, a "special relationship" would mean that her "picture
10 would always be sent out" and that she would "always be
11 recommended" as the "agency's number one blonde", just as his
12 wife had been before she quit modeling. Petitioner rebuffed
13 Vrana's advances, explaining to him that she was not interested
14 in any sort of sexual relationship with him.

15 8. During the photo shoot at the beach, Mr. Vrana
16 urged Petitioner to pose for a few topless photographs, which he
17 said were necessary because some clients will insist on viewing a
18 model's breasts before hiring her; and by having a topless photo
19 available, a model can show the potential client the photograph
20 instead of disrobing. Petitioner agreed to have these pictures
21 taken, and she removed her bathing suit top. After Mr. Vrana
22 started shooting these photos, he told Petitioner that looking at
23 her was exciting him. He then exposed his genitals to her,
24 covering himself up after Ms. Rogers demanded that he do so.

25 9. During the drive from the beach back to INTERFACE's
26 office, Kenneth Vrana continued to badger Petitioner about his
27 hopes for a "special relationship". Petitioner remained silent
28 throughout the drive, until Kenneth Vrana inquired whether she

1 would have slept with him if he had not charged her for the
2 photographs. Petitioner responded that she would not have slept
3 with him for the money. At that, Mr. Vrana finally dropped the
4 subject.

5 10. The reshoot of the July 17th photo session took
6 place on October 1, 1992. During the reshoot, Mr. Vrana resumed
7 his pleas for a "special relationship". Petitioner reminded
8 Mr. Vrana that she was married and not interested in sleeping
9 with him. He responded that it was "too bad that you're sticking
10 to your marriage vows"; that "all of the top models and actresses
11 slept around to get to where they were"; that "this business is
12 all about sex for something"; that if they had a "special
13 relationship", he'd send her out before any other model on a job;
14 that "there are other 5'9" blondes", and that Petitioner would
15 lose out on jobs to them since "now I'll send the others out
16 instead of you".

17 11. The Labor Commissioner takes administrative notice
18 of testimony from former model Darlene Colaiuta in the matter
19 entitled Kathleen M. Penna v. Kenneth Vrana and Lisa Egger-Vrana
20 aka Elesha Egg, both individually and dba Interface Model
21 Management (Case No. TAC 22-92), alleging that following a
22 bathing suit/topless photo shoot in 1989, Mr. Vrana sexually
23 propositioned Ms. Colaiuta. Administrative notice is also taken
24 of testimony from Kathleen Penna in that same matter, in which
25 she alleged that following a similar bathing suit/topless photo
26 shoot in 1991, Mr. Vrana suggested that she could forego paying
27 the \$150 balance owed for the shoot if she went to his apartment,
28 where they could "work something out for the pictures".

1 2. Labor Code §1700.40 prohibits talent agencies from
2 collecting any "registration fee". The term "registration fee"
3 is defined by Labor Code §1700.2(b) to include "any charge made,
4 or attempted to be made, to an artist for . . . photographs, film
5 strips, video tapes, or other reproductions of the applicant".
6 Charges for photographs are unlawful irrespective of whether the
7 agent profits from these charges. The statute is violated
8 anytime an agent collects such fees from an artist, even if the
9 agent transmits the entire fee to the photographer without
10 retaining any portion as a profit. Consequently, Respondents
11 violated section 1700.40 by charging Petitioner \$3,000 for the
12 photo shoots with Kevin Break, Mark Coleman and Rachel Feraffi,
13 and by charging \$150 for the bathing suit/topless photo shoot,
14 and by charging \$150 for the display of Petitioner's photograph
15 on the INTERFACE headsheet, for a total of \$3,300 in unlawful
16 charges.

17 3. Labor Code §1700.40 further provides that if a
18 talent agency collects any fees or expenses from an artist in
19 connection with the agency's efforts to obtain employment for the
20 artist, and the artist fails to procure the employment, the
21 agency must, upon demand, repay to the artist the fees and
22 expenses that were paid. If repayment is not made with 48 hours
23 of the demand, "the talent agency shall pay to the artist an
24 additional sum equal to the amount of the fee." Because
25 Respondents failed to procure employment for Petitioner, and
26 because Respondents failed to repay her for the \$3,300 of fees
27 that were collected, section 1700.40 requires the imposition of
28 penalties equal to the amount of fees that were improperly

1 withheld.

2 4. Pursuant to Civil Code sections 3287(a) and
3 3289(b), Petitioner is entitled to interest on the fees that
4 Respondents unlawfully collected, at the rate of 10% per year
5 from the time any such fees were collected to the present, for a
6 total of \$345.42 in interest currently due.

7 5. The evidence presented clearly establishes that
8 Kenneth Vrana subjected Petitioner to unlawful sexual harassment.
9 On more than one occasion, Mr. Vrana made statements to
10 Petitioner conditioning employment opportunities on her
11 willingness to enter into a sexual relationship. These
12 statements threatened her with the loss of employment referrals
13 because of her refusal to have sex with him. Mr. Vrana's
14 incessant and unwelcome advances, after being told that
15 Petitioner was uninterested, and particularly his despicable
16 conduct in exposing himself to Ms. Rogers during the photo shoot,
17 created an environment that was hostile and intimidating. Mr.
18 Vrana's conduct was fundamentally inconsistent with the Talent
19 Agencies Act requirement that a licensed talent agent be of "good
20 moral character".

21 6. Labor Code §1700.21 provides that the Labor
22 Commissioner may revoke or suspend any talent agency license when
23 it is shown that (a) the licensee has violated or failed to
24 comply with any of the provisions of the Talent Agencies Act or
25 (b) the licensee has ceased to be of good moral character. There
26 is no doubt that if Respondents were presently licensed, they
27 would be subject to license revocation proceedings pursuant to
28 this statute. Should Respondents apply for a renewal of their

1 expired license, or file an application for a new license, they
2 will be subject to denial of their application in accordance with
3 the provisions of Labor Code §1700.8.

4 DETERMINATION

5 For the above-stated reasons, IT IS HEREBY ORDERED that
6 Respondents KENNETH VRANA and LISA EGGER-VRANA aka ELESHA EGG,
7 both individually and dba INTERFACE MODEL MANAGEMENT, pay
8 Petitioner MAUREEN ROGERS \$3,300 for reimbursement of unlawfully
9 collected fees, \$345.42 for interest on the fees, and an
10 additional \$3,300 for penalties pursuant to Labor Code §1700.40,
11 for a total of \$6,945.42. Should Respondents file an application
12 for a new talent agency license or a renewal of their expired
13 license, this Determination shall be considered in determining
14 whether such application will be denied.

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16 DATED:

8/2/93

Miles E. Locker

MILES E. LOCKER, Attorney for
the Labor Commissioner

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20 The above Determination is adopted by the Labor
21 Commissioner in its entirety.

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23 DATED:

8/3/93

Victoria Bradshaw

VICTORIA BRADSHAW
STATE LABOR COMMISSIONER