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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
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11 JENNIFER EDISON, an individual,

12 Petitioner,

13 vs.

14 BODY PARTS MODELS, INC., a California
15 Corporation,

16 Respondent.
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CASE NO. TAC-52754

DETERMINATION OF CONTROVERSY

18 **I. INTRODUCTION**

19 This Petition to Determine Controversy pursuant to Labor Code section 1700.44, was filed
20 on December 28, 2019, by JENNIFER EDISON, an individual (hereinafter “Petitioner”), alleging
21 that BODY PARTS MODELS, INC., a California Corporation (hereinafter collectively
22 “Respondent”) unlawfully charged “registration fees” to Petitioner within the meaning of Labor
23 Code section 1700.2 and in violation of Labor Code section 1700.40, subsections (a) and (b), by
24 requiring Petitioner to pay for a photoshoot that was a condition of her employment to produce
25 ZED Cards¹. Petitioner also alleges that Respondent unlawfully retained a portion of Petitioner’s
26 earnings specifically intended for Petitioner, hence “double dipping” on commissions illegally.
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28 ¹ A “ZED” card is a marketing tool for actors and models typically containing the best photos from the artist’s portfolio and are used as a business card in the fashion and entertainment industry.

1 On September 30, 2020, a hearing was held by the undersigned attorney specially
2 designated by the Labor Commissioner to hear this matter. Petitioner appeared in *pro per*.
3 Respondent failed to file an answer, and failed to appear at the Zoom hearing. Due consideration
4 having been given to the testimony of all appearing parties, documentary evidence and both oral
5 and written arguments presented, the Labor Commissioner adopts the following determination of
6 controversy.

7 **II. BACKGROUND FACTS**

8 1. Petitioner is a model.

9 2. Respondent is a licensed talent agency registered with the State Labor
10 Commissioner and remained a licensed talent agent throughout the relevant period.

11 3. On November 9, 2017, Petitioner entered into a form contract entitled “BODY
12 PARTS MODELS, INC. TALENT AGENCY AGREEMENT (Fashion, Commercials, T.V.,
13 Film-New) DEVELOPMENT PARTS MODELS” (hereafter “Contract”), presented to her by
14 Linda Teglovic, the principal agent of Respondent. The Contract, previously approved by the
15 Labor Commissioner, was drafted wholly by Respondent and presented to Petitioner for her
16 signature.

17 4. Also on November 9, 2017, Linda Teglovic instructed Petitioner she had to pay
18 \$1,080.00 for a photoshoot (\$980.00 for “1 BP ZED, 5 images, 5 retouched, 100 printed, posting
19 to LA Casting, Casting Frontier and BPM and \$100.00 for the “movement video”) to get her
20 started with Respondent agency. Petitioner was presented with a “Model Photo Package with
21 Photography” agreement that offered services by a photography company called OcchiAddosso,
22 Inc., which Petitioner signed on November 9, 2017 at Ms. Teglovic’s insistence. OcchiAddosso,
23 Inc. issued Petitioner an invoice showing Petitioner paid \$1,080.00 for the photoshoot to
24 OcchiAddosso, Inc. on November 9, 2017.

25 5. OcchiAddosso, Inc. sent Petitioner a second invoice for \$52.50 for “additional
26 zedcard cost original invoice undercharged”. Petitioner paid the \$52.50 to OcchiAddosso, Inc.

27 6. OcchiAddosso, Inc. is a Nevada Corporation whose sole officer is Linda Teglovic,
28 Respondent’s principal agent and sole corporate officer.

1 7. Respondent booked Petitioner a photo shoot with RPA Advertising for TikTok on
2 June 5, 2019, which was supposed to pay \$500.00 as evidenced by the “Standard Employment
3 Contract for Performers Engaged as Extras in Audio/Visual Commercial” agreement provided by
4 Petitioner at hearing (“TikTok shoot”). The agreement for the TikTok shoot made clear that the
5 “Agents commission of 20% be included in the gross pay.” On July 11, 2019, Respondent paid
6 Petitioner only \$318.00 for the TikTok shoot, as reflected by the following check stub:

7 Session 6/5/19	500.00
8 Agency Fee 20% (Paid by Client)	100.00
9 Agency Fee 20% (Paid by Client)	-100.00
10 Agency Fee 20% (Paid by Talent)	-100.00
11 Taxes Withheld	-82.00

12 8. Sandy Balcarcel, an agent of Respondent, booked a three-day modeling job for
13 Petitioner with MWP production company who was doing a shoot for Overstock.com that was
14 supposed to pay \$750 per day for 3 days on August 27 to 29, 2019 (“Overstock.com shoot”).
15 Petitioner credibly testified that the job compensation was listed for non-represented talent as
16 \$2,250.00 and for represented talent as “\$2,250.00 +20%”. Petitioner explained that MWP told
17 her they did this to even the playing field for the models, so whether they were represented or not
18 they got the same pay for the same work.

19 9. The three-day Overstock.com shoot was completed on August 29, 2019. By
20 November 1, 2019, Respondent failed to pay Petitioner for the Overstock.com job. Petitioner
21 attempted to contact the Respondent regarding nonpayment of Petitioner’s earnings. After getting
22 no response from Respondent, Petitioner then inquired directly to MWP. Suzi Clark, Coordinator
23 for MWP responded that MWP paid Respondent the week after the shoot. Ms. Clark provided
24 Petitioner with a canceled check from MWP’s bank website showing that MWP paid Respondent
25 \$2,760.00 on September 13, 2019. Only when Petitioner confronted Respondent about MWP
26 having paid on September 13, 2019, did Respondent issue a check dated October 29, 2020, which
27 was received in early November 2019.

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1 6. Having determined that the amounts for photographs and zed cards were
2 unlawfully collected by Respondent, and as such clear violations of Labor Code §§1700.40(a) and
3 (b), Petitioner is entitled to reimbursement for the amounts paid to respondent. Additionally,
4 Petitioner is entitled to interest at 10 percent per annum from the date these amounts were
5 unlawfully collected from Respondent, in accordance with the provisions of Civil Code sections
6 3287 and 3289.

7 7. Another issue in this case is whether the 20% "agency fee" collected by
8 Respondent from MWP is a separate fee between Respondent and MWP, and had nothing to do
9 with Petitioner's earnings, in which case Respondent was entitled to such fees, or whether the
10 "agency fee" negotiated and collected by Respondent belongs to Petitioner as part of her earnings.

11 8. In *Cargle v. Howard*, TAC-36595, the Labor Commissioner carved out an
12 exception to the general rule that such plus percentages are intended to be paid to the agent
13 announced in *Shazi Ali v. Nouveau Model and Talent Mgmt., Inc.*, TAC-14198. The exception in
14 *Cargle* lies where specific facts show that such a "plus percentage" was specifically intended for
15 the artist, then the agent's receipt of the "plus percentage" and a commission is double dipping.

16 9. The "Standard Employment Contract for Performers Engaged as Extras in
17 Audio/Visual Commercial" agreement provided by Petitioner at hearing stated the clear terms of
18 the intentions of RPA Advertising in compensating the artist here, notably stating: "Agents
19 commission of 20% be included in the gross pay." Thus, RPA paid Respondent a gross amount
20 of \$600.00, including Respondent's 20% commission and made this abundantly clear in its
21 contract for the gig. But, Respondent "double dipped" and took \$200 total as her commission on
22 this job. Thus, Respondent took an illegal commission, and owes Petitioner \$100.00. See *Cargle*
23 *v. Howard*, TAC-36595.

24 10. Petitioner's credible and un rebutted testimony demonstrated that someone from
25 MWP told her that "plus percentage" was intended by MWP to "balance the playing field" for
26 represented and unrepresented talent, un rebutted evidence that MWP intended the full \$2,760.00
27 to go to the artist and the agent only being entitled to 20% of the contract price. Thus,
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1 Respondent took an illegal commission, and owes Petitioner \$390.00. See *Cargle v. Howard*,
2 TAC-36595.

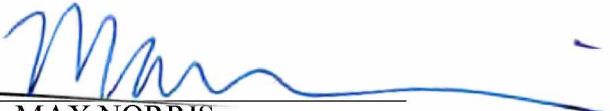
3 **ORDER**

4 For the reasons set forth above, **IT IS HEREBY ORDERED** that Respondent BODY
5 PARTS MODELS, INC., a California Corporation, pay Petitioner JENNIFER EDISON
6 \$1,132.50 for an illegal "Registration Fee", \$490.00 in illegal commissions withheld, and \$236.04
7 in interest thereupon, for a total of \$1,858.54 due to Petitioner from Respondent.

8 **IT IS SO ORDERED.**


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10 Dated: March 15, 2021

Respectfully Submitted,

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12 By: 
13 MAX NORRIS
14 Attorney for the Labor Commissioner

15 **ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER**

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17 Dated: March 15, 2021

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19 By: _____
20 The Honorable Lilia Garcia-Brower
21 California Labor Commissioner
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PROOF OF SERVICE

STATE OF CALIFORNIA)
) **S.S.**
COUNTY OF LOS ANGELES)

I, Lindsey Lara, declare and state as follows:


I am employed in the State of California, County of Los Angeles. I am over the age of eighteen years old and not a party to the within action; my business address is: 1500 Hughes Way, Suite C-202, Long Beach, CA 90810.

On March 15, 2021, I served the foregoing document described as: **DETERMINATION OF CONTROVERSY**, on all interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

<p>Jennifer Edison </p> <p>Petitioner in pro per</p>	<p>Body Parts Models, Inc. 2023 Coldwater Canyon Drive Beverly Hills, CA 90210 dis1766@aol.com</p> <p>Respondent in pro per</p>
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- (BY CERTIFIED MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with fully prepaid postage thereon for certified mail with the United States Postal Service this same day in the ordinary course of business at our office address in Long Beach, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.
- (BY E-MAIL SERVICE)** I caused such document(s) to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth above.
- (STATE)** I declare under penalty of perjury, under the laws of the State of California that the above is true and correct.

Executed this 15th day of March 2021, at Long Beach, California.



Lindsey Lara
Declarant