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DIVISION OF LABOR STANDARDS ENFORCEMENT
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BEFORE THE LABOR COMMISSIONER
OF THE STATE OF CALIFORNIA

BEAU CAMERON, an individual, and BEAU,
LLC, a California Limited Liability Company,

Petitioners,

v.

MITCHELL SILVERMAN, an individual,

Respondent.

Case No. TAC-52839

DETERMINATION OF CONTROVERSY

I. INTRODUCTION

On March 29, 2023, May 11, 2023 and June 21, 2023, the above-captioned matter, a Petition to Determine Controversy under Labor Code section 1700.44, came before the undersigned attorney for the Labor Commissioner assigned to hear this case. Petitioners BEAU CAMERON, an individual, and BEAU, LLC, a California Limited Liability Company (collectively, "Petitioners") appeared and were represented by Anthony DiPietra, Esq. of GLADSTONE WEISBERG, ALC. Respondent MITCHELL SILVERMAN, an individual, appeared in pro per.

The parties submitted their closing arguments on June 21, 2023. The matter was taken under submission. Due consideration having been given to the testimony, documentary evidence and arguments presented, the Labor Commissioner hereby adopts the following determination ("Determination").

II. FINDINGS OF FACT

1. Petitioner BEAU CAMERON ("Cameron") is an animator who creates objects such as characters, creatures, and cars for commercials and films using stop motion, 2D or 3D digital animation.

2. Cameron is also the owner of Beau Studio, a visual effects company. Beau Studio is not a named party in this matter.

3. Petitioner BEAU, LLC, a California Limited Liability Company ("Beau, LLC"), is a limited liability company. Cameron served as its chief executive officer, sole manager, and agent for service of process. As of August 1, 2013, Beau, LLC's status with the California Secretary of State was listed as "Suspended – FTB." On April 14, 2022, a *Statement of Information Limited Liability Company* was filed with the California Secretary of State by someone other than Cameron for a different type of business but with the same name, Beau LLC.

4. Respondent MITCHELL SILVERMAN, an individual ("Respondent"), is a sales and marketing representative who markets production companies and visual effects companies to advertising agencies. Respondent has been in the industry for over 30 years and is known to connect talent with advertising agencies who work on developing commercials for their clients.

1 5. Respondent is not a licensed talent agent under Labor Code section 1700.5.

2 6. In late 2011, Jon Jacobsen (“Jacobsen”), an Executive Producer for Beau Studio,
3 contacted Respondent for the purpose of working together. Jacobsen’s job was to serve as a project
4 manager for Beau Studio and act as a liaison with the advertising agencies or film production
5 companies that worked with Beau Studio.

6 7. Before entering into an agreement, Cameron and Respondent met at the former’s
7 studio where Cameron presented Respondent with his work. Respondent believed Cameron had
8 some good work and thought they could “find some work together and make some money.”

9 8. In approximately January 2012, Respondent prepared an agreement (“Agreement”)
10 with Beau Studio. Per the Agreement, Beau Studio agreed to pay Respondent a monthly retainer fee
11 of \$750.00.

12 9. The Agreement required Beau Studio pay Respondent a 10% commission “of the
13 budget for all jobs awarded to [Beau Studio] in [Respondent’s] territory, regardless of who
14 contracted it.” Respondent’s “exclusive territory” included the “west coast and Texas.”

15 10. The Agreement further provided Beau Studio would be “responsible for the
16 preparation and submission of all bids and billing assignments awarded to [Beau Studio] in
17 [Respondent’s] territory.”

18 11. On January 24, 2012, Jacobsen signed the Agreement on behalf of Beau Studio.
19 Respondent also signed the Agreement.

20 12. Cameron testified he did not recall the conversation or transpiring of events leading to
21 Jacobsen signing on behalf of Beau Studio.

22 13. Respondent testified the 10% commission was for compensation should any
23 “opportunity” he introduced to Cameron result in a paid job. He further testified the 10%
24 commission was payment for marketing and promoting Beau Studio to advertising agencies.

25 14. Petitioners contend the entire purpose of the Agreement was for Respondent to
26 procure employment so he could receive his commission and that such actions violated the Talent
27 Agencies Act (or, the “Act” or “TAA”) because Respondent was not a licensed talent agent.
28

1 15. Respondent claims he was a sales and marketing representative whose purpose was to
2 forward “opportunities” to Cameron, that he was a conduit for the people he represented by
3 providing them with information, and his activities did not violate the TAA.

4 16. The parties testified regarding the meaning of certain terms commonly used in the
5 industry. For example, a “storyboard” is a series of drawings that depict a narrative or tell a story,
6 similar to a comic book, which become the outline or design of what will ultimately result in a film,
7 movie, television or commercial. A “reel” is a visual clip, *e.g.*, 3-4 commercials or samples of
8 previous work, that are germane and appropriate to what an advertising agency seeks. Respondent
9 would ask Cameron to send him reels if contacted by an advertising agency regarding a potential
10 “opportunity.”

11 17. Cameron testified that “bidding” for a project consisted of preparing a package that
12 would be presented to an advertising agency which included the creative content, such as a
13 presentation deck or customized reel, which told the story. Bidding also included the budget needed
14 to accommodate the creative content for the project.

15 18. Cameron created a flyer, or what the parties referred to as a “splash page,” listing
16 contact information for Beau Studio and Respondent. The flyer identifies Respondent as a “West
17 Coast Sales Rep.”

18 **Allegations of Procurement**

19 19. Petitioners presented 14 emails in support of their claim Respondent violated the
20 TAA by either attempting to procure or, on at least one occasion, procuring employment, in the
21 following instances: the Got Fashion Commercial, a Pitch for Internet Explorer 10, and commercials
22 or campaigns for the Shadow Tail Trailer, MSN, Nestle Nespresso, AMPM, the National
23 Association of Realtors Campaign, the Kia Hamster Campaign, Nature Made Animation, New
24 Creative, the Truly Nolan Pest Control company, and a Hot Wheels Commercial.

25 20. **Got Fashion Commercial.** On January 26, 2012, an unidentified advertising agency
26 contacted Respondent to see if he knew of “anyone” for a particular type of commercial. Respondent
27 forwarded this email to Jacobsen stating, “[i]f you have something you’d like me to present...
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1 [please] forward the appropriate links.” In a follow-up email, Jacobsen responded to Respondent in a
2 detailed manner regarding the possible content of the commercial, his suggestions on cost-effective
3 measures, and how the commercial could be shot.

4 21. **Pitch for Internet Explorer 10.** On February 1, 2012, Jonny Stewart (“Stewart”), of
5 an advertising agency called OmeletLA, emailed Respondent looking for “boutique a-list all-in
6 shops” the agency “could tap for other jobs.” Respondent emailed Cameron and Jacobsen, stating he
7 had “presented [them] as an option” and further informed OmeletLA that Beau Studio, could
8 “handle everything soup to nuts” and was accustomed to “working with tight deadlines and
9 competitive budgets.” On February 2, 2012, Jacobsen contacted OmeletLA on behalf of Beau Studio
10 informing them:

11 W[e] [Beau Studio] [are] a multi-disciplined Visual Effects company .
12 . . We mainly do commercial and feature work, modelling, animation
13 and compositing and have been in business for about 10 years. For
14 visual effects projects we offer full service production capability
including live action filming and post production management through
final delivery. We also offer a unique methodology for capturing
locations or environments in high resolution 3d geometry.

15 Jacobsen further informed them Beau Studio was the “kind of company that’s had experience in
16 many realms for many years” and they were “‘programmed’ to . . . offer the most cost effective
17 solutions and methodologies” for the execution of diverse and creative media projects.

18 22. On May 23, 2012, Stewart responded to Jacobsen and Cameron about a pitch they
19 were doing for Internet Explorer 10. Stewart asked Cameron and Jacobsen to provide them with an
20 estimate of costs and biographies of personnel who would be working on the project. Respondent
21 was not copied on this email.

22 23. **The Shadow Tail Trailer.** On February 6, 2012, the advertising agency, Runyon
23 Saltzman & Einhorn (“RSE”), contacted Respondent about a “gaming trailer assignment” and asked
24 Respondent if he represented any “houses” that specialized in this kind of work. RSE also asked
25 Respondent to provide it with links to the work of any such potential company so they could develop
26 a budget. Respondent forwarded this email stating, “[n]ot sure if this is up your alley or not . . . just
27 throwing it out there to you.”
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1 24. On May 8, 2012, RSE contacted Respondent to let him know that they “like[d] Beau
2 Studio” and wanted the company to participate in the bidding for the Shadow Tail¹ job.

3 25. RSE hired Beau Studio for the Shadow Tail engagement, a 30-second commercial
4 which aired as an internet advertisement for a video game available via a mobile application. On
5 May 30, 2012, July 23, 2012, and August 14, 2012, a company called “Beau Technology LLC”
6 billed RSE a total amount of \$40,000 for the work Beau Studio performed on the Shadow Tail
7 engagement. On March 15, 2013, Respondent invoiced Beau Studio \$4,000 for “Commission
8 Earned” on the Shadow Tail job. Beau Studio never paid Respondent this commission.

9 26. **The MSN Campaign.** On February 14, 2012, an unidentified advertising agency
10 emailed Respondent inquiring about a commercial director for an MSN campaign. The evidence
11 shows Jacobsen was included in the correspondence. Respondent also testified he forwarded this
12 email to Cameron to see if he had the right reel for this project but does not recall whether he
13 presented a reel to the advertising agency.

14 27. **The Nestle Nespresso Commercial Campaign.** On February 23, 2012, an
15 unidentified advertising agency emailed Respondent seeking a director for a Nespresso commercial
16 campaign. Respondent forwarded the email to Cameron and Jacobsen. Jacobsen responded by asking
17 Respondent a question about the project and some additional comments regarding possible content.

18 28. **The Television Campaign for AMPM.** On February 27, 2012, an unidentified
19 advertising agency emailed Respondent with the subject line, “Hispanic TV Campaign for AMPM.”
20 The agency asked Respondent whether he knew of any directors with “extensive experience” in
21 visual effects and if he had “anyone in mind.” Respondent appears to have forwarded the email to
22 Beau Studio.

23 29. **National Association of Realtors Campaign.** On March 6, 2012, an unidentified
24 advertising agency emailed Respondent, providing him with information regarding a commercial
25 campaign for the National Association of Realtors. The agency requested a sampling of work to
26 determine who would be appropriate for the project. Respondent forwarded this email to Beau
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28 ¹ The “Shadow Tail” job was also referenced as the “Dragon Tail” job in the evidence and at the hearing.

1 Studio on the same day.

2 30. **Kia Hamster Campaign.** On April 4, 2012, an unidentified advertising agency
3 emailed Respondent regarding a new “Kia hamster project.” Respondent forwarded information
4 regarding this project to Beau Studio on the same day.

5 31. **Nature Made Animation.** On July 24, 2012, an unidentified advertising agency
6 emailed Respondent with the subject line, “Nature Made Animation.” The agency informed
7 Respondent it was looking for a particular “animator/director” for this project. Respondent
8 forwarded the email to Cameron, asking him if this was “up his alley.”

9 32. **New Creative Email.** On July 25, 2012, an unidentified advertising agency emailed
10 Respondent with the subject line, “New Creative.” The agency requested Respondent provide reels
11 from “production companies” with “the people and skills in direction animation and motion
12 graphics.”

13 33. **The Truly Nolan Pest Control Commercial.** On August 9, 2012, an unidentified
14 advertising agency emailed Respondent regarding a commercial for their client, the Truly Nolan Pest
15 Control company. The advertising agency asked Respondent whether he represented any “animation
16 companies” who could create the content and to send it any company reels.

17 34. **The Hot Wheels Commercial.** On September 18, 2012, an unidentified advertising
18 agency emailed Respondent regarding a commercial involving the “Hot Wheels Urban Shedder.”
19 Respondent forwarded this information to Beau Studio with the message, “New project.”

20 **Termination of the Working Relationship between the Parties**

21 35. Respondent and Beau Studio stopped working together around October 2012.

22 **Relevant Procedural Background**

23 36. On May 11, 2016, Respondent filed a small claims action against Cameron in the Los
24 Angeles Superior Court (“Civil Matter”) alleging, *inter alia*, breach of contract and “owed
25 commissions.” On July 13, 2016, the court entered judgment for Respondent in the amount of
26 \$10,325.00. In 2020, after several years of litigation, a bank levy was issued on Cameron’s bank
27 account and the judgment was ultimately assigned to a Judgment Enforcement Specialist, Gretchen
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D. Lichtenberger, who was also a witness for Respondent in this matter.

37. On October 29, 2020, the court set aside the judgment. However, on or around May 18, 2021, the court entered a new judgment for Respondent. It also found that Jacobsen “had the authority to execute the contract with [Respondent] of January 15, 2012, on behalf of Beau Studio.”

38. On July 14, 2021, Petitioners filed this Petition to Determine Controversy (or, “Petition”) with the Labor Commissioner.

39. On July 20, 2021, the court’s *Register of Actions* listed a Petition to Determine Controversy filed by Cameron. Petitioners claim the Agreement with Respondent is unlawful and unenforceable under the TAA.

III. ISSUES

1. Are Petitioners’ claims barred by the statute of limitations pursuant to Labor Code section 1700.44(c)?
2. Is Beau, LLC an “artist” as defined pursuant to Labor Code section 1700.4(b)?
3. Did Respondent procure employment in violation of the Talent Agencies Act?
4. Is Cameron an “artist” as defined pursuant to Labor Code section 1700.4(b)?
5. Is Cameron entitled to his requested relief of disgorgement and repayment of all monies?

IV. LEGAL ANALYSIS

A. The Burden of Proof

The proper burden of proof in actions before the Labor Commissioner is found at Evidence Code section 115, which states in part, “[e]xcept as otherwise provided by law, the burden of proof requires proof by a preponderance of the evidence.” “[T]he party asserting the affirmative at an administrative hearing has the burden of proof, including both the initial burden of going forward and the burden of persuasion by preponderance of the evidence.” (*McCoy v. Bd. of Ret.* (1986) 183 Cal.App.3d 1044, 1051, fn. 5.) “[P]reponderance of the evidence standard . . . simply requires the trier of fact’ to believe that the existence of a fact is more probable than its nonexistence.” (*In re Michael G.* (1998) 63 Cal.App.4th 700, 709, fn. 6.)

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B. The One-Year Statute of Limitations under the Talent Agencies Act

Labor Code section 1700.44(c) states, “[n]o action or proceeding shall be brought pursuant to this chapter with respect to any violation which is alleged to have occurred more than one year prior to commencement of the action or proceeding.”

Respondent last contacted Beau Studio about a potential opportunity regarding the Hot Wheels commercial on September 18, 2012. On May 11, 2016, Respondent filed a small claims action against Cameron in the Civil Matter alleging breach of contract and “owed commissions.” Since then and to at least July 2021, the parties have litigated the \$10,325.00 judgment, which includes Respondent’s demand for “owed commissions.” Petitioners filed their Petition with the Labor Commissioner on July 14, 2021. In their Petition, Petitioners claim the Agreement is unlawful and unenforceable under the TAA because Respondent engaged in efforts to procure and solicit employment on behalf of Petitioners without being licensed as a talent agent. Petitioners filed the Petition with the court in the Civil Matter on July 20, 2021.

The one-year statute of limitations under Labor Code section 1700.44(c) was addressed in *Styne v. Stevens* (2001) 26 Cal.4th 42 (“*Styne*”). In *Styne*, the California Supreme Court held:

Under well-established authority, a defense may be raised at any time, even if the matter alleged would be barred by a statute of limitations if asserted as the basis for affirmative relief. The rule applies in particular to contract actions. One sued on a contract may urge defenses that render the contract unenforceable, even if the same matters, alleged as grounds for restitution after rescission, would be untimely.

(*Id.* at 51-52.)

Applying *Styne*, Petitioners are not barred by the one-year statute of limitations under Labor Code section 1700.44(c) because they raised violations of the TAA as a defense in the Civil Matter where Respondent sued Cameron alleging breach of contract and unpaid commissions. In response to the Civil Matter, Petitioners filed this Petition with the Labor Commissioner and in the Civil Matter seeking, as affirmative relief, that the Labor Commissioner find the Agreement is illegal, unenforceable, and void *ab initio*. Thus, Petitioners’ Petition is timely where they raise defenses of TAA violations via their Petition and in response to Respondent’s breach of contract claim and

1 demand for “owed commissions.”

2 **C. Is Beau, LLC an “artist” as defined pursuant to Labor Code section 1700.4(b)?**

3 Labor Code section 1700.4(b) defines “artists” as:

4 [A]ctors and actresses rendering services on the legitimate stage and in the
5 production of motion pictures, radio artists, musical artists, musical
6 organizations, directors of legitimate stage . . . and other artists and persons
7 rendering professional services in motion picture, theatrical, radio,
8 television and other entertainment enterprises.

9 The evidence supporting Petitioners’ claim that Beau, LLC is an “artist” as defined by Labor
10 Code section 1700.4(b) is inconsistent and ambiguous at best. Petitioners seemingly attempt to argue
11 Beau, LLC is an “artist” because it is a loan-out corporation² though that contention is not supported
12 by Petitioners’ evidence. During the first hearing day, Cameron testified he lacked knowledge of what
13 a loan-out corporation is and whether Beau, LLC was a loan-out corporation. On the second hearing
14 day, Cameron suddenly had a different recollection when he testified that Beau, LLC was a company
15 he registered to represent his work in the animation and visual effects industry, and based on his
16 understanding, was a loan-out corporation. Yet, in the same testimony, Cameron did not recall filing
17 a *Statement of Information (Limited Liability Company)* with the California Secretary of State on
18 December 16, 2010, which identified him as its Chief Executive Officer, sole manager, and agent for
19 service of process.

20 On August 1, 2013, Beau, LLC’s status with the California Secretary of State was listed as
21 “Suspended – FTB.” By Cameron’s own admission, Beau, LLC was not in good standing with the
22 California Secretary of State at the time Petitioners filed their Petition on July 14, 2021. Respondent
23 contends Beau, LLC should be foreclosed from prosecuting this action because Cameron “has not paid
24 corporate taxes for ‘Beau LLC’ since before 2013.” (See Respondent’s Exhibit 51, *Declaration of*
25 *Witness Gretchen D. Lichtenberger*, at ¶ 9, 3:19-20.) It is unclear from Respondent’s evidence whether
26 this fully explains Beau, LLC’s suspended status with the California Secretary of State. However,

27 ² A loan-out corporation is a professional services corporation created by an artist for tax purposes. “Under
28 this arrangement, a corporation will enter into an agreement with a studio to “loan” the artist to the
production.” (*Creative Artists Agency, LLC v. Vagrant, Inc.*, TAC Case No. 50209, at 2.)

Respondent’s evidence was sufficient to call into question the credibility of Petitioners’ claim that Beau, LLC is an “artist.” It also established that Beau, LLC lacked the capacity to sue given its suspended status since 2013. “Suspension of corporate powers results in a lack of *capacity* to sue, not a lack of *standing* to sue.” (*Washington Mut. Bank v. Blechman* (2007) 157 Cal.App.4th 662, 669).³ Finally, on April 14, 2022, another person filed a *Statement of Information Limited Liability Company* with the California Secretary of State under the name, Beau, LLC, for a completely different type of business. Petitioners failed to explain or demonstrate how the former and now suspended Beau, LLC could proceed in this matter given that another limited liability company is operating its business using the same name.

For the reasons stated above, Petitioners did not establish Beau, LLC was an “artist” under Labor Code section 1700.4(b). Before we address whether Cameron is an “artist” under the TAA, we first turn our attention to whether Respondent procured employment or attempted to procure employment in violation of the TAA.

D. Did Respondent procure employment in violation of the Talent Agencies Act?

Labor Code section 1700.4(a) defines “talent agency” as, “a person or corporation who engages in the occupation of procuring, offering, promising, or attempting to procure employment or engagements for an artist or artists . . .” Labor Code section 1700.5 provides that “[n]o person shall engage in or carry on the occupation of a talent agency without first procuring a license therefor from the Labor Commissioner.”

Respondent is not a licensed talent agent under the TAA. The question here is whether Respondent attempted to procure or procured employment in violation of the TAA.

The Labor Commissioner has ruled that procurement occurs if the evidence shows the solicitation, negotiation, or acceptance of a negotiated instrument for any of the engagements at issue. (See *McDonald v. Torres*, TAC Case No. 27-04, at 8) (“*McDonald*”). In *McDonald*, we also determined that “procure” means “to initiate a proceeding; to cause a thing to be done; to instigate; to contrive, [or] bring about” the engagement. (*Id.* at 6.) Additionally, procurement “includes an

³ Petitioners did not argue or demonstrate Beau, LLC had standing to sue. Consequently, the hearing officer does not consider this argument here.

1 active participation in a communication with a potential purchaser of the artist's services aimed at
2 obtaining employment for the artist, regardless of who initiated the communication." (*ICM Partners*
3 *v. Bates*, TAC Case No. 24469, at 5)(citing *Hall v. X Management*, TAC Case No. 19-90 ("Hall").)

4 The above authority requires the Labor Commissioner first determine whose services were
5 potentially being purchased before determining whether there were acts of unlawful procurement or
6 attempted unlawful procurement. (See *ICM Partners v. Bates*, TAC Case No. 24469, at 5.) Cameron
7 argues Respondent unlawfully procured or attempted to procure employment for him on at least 12
8 occasions, including employment related to the Got Fashion Commercial, a Pitch for Internet
9 Explorer 10, and commercials or campaigns for the Shadow Tail Trailer, MSN, Nestle Nespresso,
10 AMPM, the National Association of Realtors Campaign, the Kia Hamster Campaign, Nature Made
11 Animation, New Creative, the Truly Nolan Pest Control company, and a Hot Wheels Commercial.

12 The evidence demonstrates the potential purchasers, *i.e.*, the advertising agencies, contacted
13 Respondent not for Cameron's services as an individual, but for the services of a visual effects
14 company who would work with the agencies to develop their client's commercials or advertising
15 campaigns. This means the potential purchasers communicated with Respondent regarding the
16 services of Beau Studio. Not Cameron as an individual. From the inception of the parties'
17 relationship, Cameron lacked the personal knowledge to demonstrate otherwise. For example, it was
18 Jacobsen, not Cameron, who signed the Agreement with Respondent on behalf of Beau Studio.
19 Cameron testified he did not recall the conversation or transpiring of events leading to Jacobsen
20 signing on behalf of Beau Studio. Importantly, the court in the Civil Matter found Jacobsen "had the
21 authority to execute the contract with [Respondent] of January 15, 2012, on behalf of Beau Studio."
22 Per the Agreement, Beau Studio was required to pay Respondent a 10% commission for all jobs
23 awarded to Beau Studio. And it was Beau Studio who was responsible for preparing and submitting
24 all bids and billing assignments awarded to the company.

25 We also need look no further than Petitioners' own evidence to capture the potential
26 purchasers' intent and the subsequent actions of the parties to demonstrate that, if Respondent
27 violated the TAA by procuring or attempting to procure employment, such alleged procurement or
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1 attempted procurement would apply to Beau Studio. Cameron created a flyer listing contact
2 information for Beau Studio and Respondent. Regarding the Got Fashion Commercial and the
3 Television Campaign for AMPM, the advertising agencies contacted Respondent to see if he knew
4 of “anyone” for the commercials they were developing. These requests were not specific to any
5 individual. For the Pitch for Internet Explorer 10, OmeletLA emailed Respondent looking for
6 “boutique a-list all-in shops.” Jacobsen responded to OmeletLA by introducing Beau Studio to
7 OmeletLA as a “multi-disciplined Visual Effects company” and provided in great detail the type of
8 work Beau Studio performed as “cost effective solutions” and using “methodologies” for the
9 execution of diverse and creative media projects. The advertising agency behind the Shadow Tail
10 Trailer engagement explicitly informed Respondent that they “like[d] Beau Studio” and wanted to
11 ask the company if they would participate in the bidding for the Shadow Tail job. According to the
12 Agreement, Beau Studio was responsible for preparing and submitting the bid and billing assignment
13 for the Shadow Tail job. Once the job was completed, Beau Technology LLC, not Cameron, billed
14 RSE an amount of \$40,000 for the work Beau Studio performed on the project. Respondent
15 subsequently billed Beau Studio for his 10% commission.

16 In addition, the evidence shows Jacobsen remained involved either by being included in the
17 correspondence regarding inquiries as to Beau Studio or responding to Respondent’s forwards
18 directly. Respondent forwarded most, if not all, of the emails to Cameron and Jacobsen, or Beau
19 Studio, collectively. And, in addition to OmeletLA and RSE, other advertising agencies who
20 contacted Respondent about their National Association of Realtors Campaign, New Creative Email,
21 and the Truly Nolan Pest Control Commercial, respectively, asked Respondent for a sampling of
22 work or inquired about “production companies” or “animation companies.” In other words, Cameron
23 provided no evidence that Respondent unlawfully procured or attempted to procure employment for
24 him as an individual as opposed to Beau Studio. Notably absent from these proceedings were
25 Jacobsen and any advertising agency who could have resolved this issue. Without the testimony of
26 any of the advertising agencies or Jacobsen, the only evidence presented is based on assumptions of
27 the actions Cameron claims Respondent may have undertaken to solicit, attempt to procure, or
28

1 otherwise, procure these engagements for Cameron. The hearing officer cannot make any
2 assumptions based on Cameron's evidence alone. While Cameron is the owner of the Beau Studio,
3 Cameron did not meet his burden in establishing or making the nexus between the overwhelming
4 amount of evidence indicating Respondent's actions applied to Beau Studio and how that evidence
5 can somehow be disregarded and only apply to him.

6 For the above reasons, we find Respondent did not procure or attempt to procure
7 employment for Cameron as an individual in violation of the TAA. We do not address whether
8 Respondent procured or attempted to procure employment in violation of the TAA for Beau Studio
9 because Petitioners failed to raise that argument altogether in their Petition.

10 **E. Is Cameron an "artist" as defined pursuant to Labor Code section 1700.4(b)?**

11 Because we find Respondent did not procure or attempt to procure employment in violation of
12 the TAA for Cameron, we do not address whether Cameron is an "artist" pursuant to Labor Code
13 section 1700.4(b).

14 **F. Petitioner Cameron's Requested Relief of Disgorgement and Repayment of all Monies**

15 In his Petition, Cameron requests the hearing officer order Respondent to disgorge and repay
16 all monies which Respondent received.

17 Because we find Respondent did not procure or attempt to procure employment in violation
18 of the TAA for Cameron, we do not address Cameron's requested relief for disgorgement and
19 repayment of all monies.

20 **ORDER**

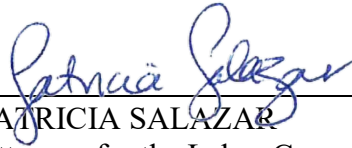
21 For the reasons set forth above, IT IS HEREBY ORDERED that:

- 22 1. The Petition is dismissed as to Petitioners BEAU CAMERON, an individual; and
23 BEAU, LLC, a California Limited Company, in its entirety;
24 2. Petitioner BEAU CAMERON'S, an individual, request for disgorgement and
25 repayment of any and all monies is denied.

26
27 **IT IS ORDERED.**
28

Dated: August 29, 2024

Respectfully submitted,


PATRICIA SALAZAR

Attorney for the Labor Commissioner

ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER

Dated: August 20, 2024



LILIA GARCIA-BROWER
State Labor Commissioner