

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS ENFORCEMENT
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DIVISION OF LABOR STANDARDS ENFORCEMENT

DEPARTMENT OF INDUSTRIAL RELATIONS

STATE OF CALIFORNIA

STEPHEN D. LINETT, dba THE
LINETWORK,

Petitioner,

v.

ROB PARKER, an individual

Respondent.

Case No.: TAC - 52906

DETERMINATION OF CONTROVERSY

I. INTRODUCTION

On May 2, 2024, the above-captioned matter, a Petition to Determine Controversy under Labor Code section 1700.44, came before the undersigned attorney for the Labor Commissioner to hear this case. Petitioner, Stephen D. Linett dba The Linettwork (“Linett”), was represented by Max J. Sprecher, Law Offices of Max J. Sprecher. Respondent, Rob Park, an individual (“Parker”), was self-represented. The original petition was filed on July 27, 2023.

The parties were given the option to submit post-hearing briefing. The Petitioner submitted post-hearing briefing on June 3, 2024. 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.

II. FINDINGS OF FACT

1. Stephen D. Linett is a licensed attorney and registered Talent Agent with the California Labor Commissioner’s Office. It is undisputed that Linett was a registered Talent Agent during all relevant times of this dispute.

2. Rob Parker is an accomplished journalist, writer, broadcaster, and co-host of the sports radio talk show “The Odd Couple.” It is undisputed that Parker is an artist within the meaning of the Talent Agencies Act.

3. On or about July 3, 2018, Parker and Linett entered into an exclusive representation agreement (“Agency Agreement”) for Linett to be Parker’s exclusive talent agent for a term of three (3) years in the fields of broadcasting in radio and television.

4. Per the Agency Agreement at paragraph 3, either party may terminate the agreement where there has not been a bona fide offer of employment from a responsible employer during a period of time in excess of four (4) consecutive months.

5. The Agency Agreement at paragraph 5(b), with regard to Fox Radio, Parker agreed to pay Linett a commission of six percent (6%) for his professional services. The Agency Agreement extends

1 the obligation to pay commissions to cover any extensions, renewals, modifications, or substitutions of
2 any contracts negotiated by Linett on behalf of Parker.

3 6. With regard to other engagements other than Fox Radio, Parker agreed to pay Linett
4 commissions of ten percent (10%).

5 7. The Agency Agreement reads that any commissions owed to Linett will be paid within the
6 first five days of the month.

7 8. The Agency Agreement also provides in paragraph 8:

8 “[I]f I fail to pay the fees within 90 days of a payment date to which
9 we agreed, you shall be entitled to accelerate and receive immediate
10 payment for all fees due pursuant to this agreement. If it becomes
11 necessary for you to retain legal counsel to collect any portion of fees
12 due hereunder, I shall be responsible for payment of said legal fees,
interest at the legal rate, and any other costs related to the collection of
said fees.”

13 9. The Agency Agreement states in paragraph 13 that Linett will make all reasonable efforts
14 to procure employment for Parker.

15 10. The Agency Agreement was in a form approved by the Labor Commissioner.

16 11. On or about September 12, 2018, Linett negotiated a contract between Parker and
17 Premiere Networks, Inc. a/k/a Premiere Radio Networks, Inc. to be the on air radio broadcaster for the
18 program “The Odd Couple.” The agreement began in September 12, 2018 and ended September 11,
19 2021. Parker would receive as compensation a base salary of \$250,000 for each year of the agreement
20 (“Employment Agreement”). This is the same Fox Radio engagement referenced in the Agency
21 Agreement at paragraph 5(b).

22 12. Parker paid Linett the six percent (6%) commission for the initial three-year term from
23 September 2018 through September 2021. There is no dispute for commissions paid during this period.

24 13. In 2021, Linett negotiated a modification to the Employment Agreement where it was
25 extended an additional three years and now ends September 11, 2024. Linett negotiated an increase in the
26 base salary in an amount of \$304,000 for each additional year (“Amended Employment Agreement”).

27 14. On or about March 3, 2022, Parker notified Linett in writing that he would be terminating
28 the Agency Agreement, and it ended on July 8, 2022.

15. Parker made commission payments on the Amended Employment Agreement through July 2022.

16. Parker testified that he terminated the Agency Agreement and stopped making commission payments because Linett failed to use all reasonable efforts to procure him employment. Parker clarified that during the term of the Agency Agreement, Linett not only failed to procure him employment but failed to procure him one single interview.

17. The professional services rendered by Linett were limited to the negotiation of the Employment Agreement in 2018 and the Amended Employment Agreement in 2021.

III. LEGAL DISCUSSION

The issue in this case is:

- **IS PETITIONER OWED ALL COMMISSIONS FOR THE ENGAGEMENT HE PROCURED DURING THE TERM OF THE AMENDED EMPLOYMENT AGREEMENT?**

A. Petitioner Is Owed All Commissions for the Engagement He Procured During the Term of the Amended Employment Agreement.

The Agency Agreement is the controlling document that outlines the rights, responsibilities and obligations for both Linett and Parker. The Agency Agreement at paragraph 5(b) provides, with regard to Fox Radio, that Parker agreed to pay Linett a commission of 6% for his professional services. The Agency Agreement extends the obligation to pay commissions to cover any extensions, renewals, modifications, or substitutions of any contracts negotiated by Linett on behalf of Parker.

From a plain reading of the Agency Agreement it is clear that Linett is due commissions of 6% for any engagements procured with Fox Radio during the term of the employment contract. The Agency Agreement also anticipates that commissions will be paid to any extensions, renewals, modifications or substitutions to the original Employment Agreement.

In the present case, it is undisputed that Linett is a licensed Talent Agent with the Labor Commissioner's Office during all relevant times of the controversy. Linett rendered the professional

services of a talent agent when he negotiated the Employment Agreement in 2018 and the Amended Employment Agreement in 2021. The initial Employment Agreement in 2018 and the Amended Employment Agreement in 2021, a modification to the Employment Agreement, were negotiated during the term of the Agency Agreement between Linett and Parker. Therefore, the Agency Agreement and any rights, responsibilities and obligations of the parties will be governed by those terms.

In similar fact patterns, we have consistently applied the rule stating, “[a] talent agency is generally entitled to receive post termination commissions for all employment secured by the agency prior to its termination.” (*ICM Partners v. James Bates*, Case No. TAC-24469, p. 6 (2017) (“*Bates*”) (citing *Paradigm Talent Agency v. Charles Carroll*, Case No. TAC 12728 (2011) (“*Paradigm*”). Further, “[c]ommissions are owed post termination for monies negotiated by the agent during the term of the agreement and the artist cannot unilaterally determine there is no further obligation to pay for work already performed.” (*The Endeavor Agency, LLC v. Alyssa Milano*, Case No. TAC 10-05 (2007) (“*Milano*”).

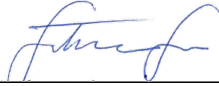
Here, Linett negotiated on behalf of Parker a base salary of \$304,000 for a three-year term from September 2021 through September 2024. The parties agree that the last commission payment Parker made to Linett was in July 2022. Linett is due the commissions from August 2022 through September 2024.

IV. ORDER

For the above stated reasons, it is hereby ordered that Respondent pay to Petitioner, \$41,772.06 in commissions and interest in the amount of \$4,381.45. Interest is calculated at 10% per annum from August 15, 2022 through August 30, 2024.

Attorney fees are only awarded in the limited circumstances prescribed in Labor Code section 1700.25(e)(1). The facts of this case do not warrant the award of attorney’s fees. Each party will bear the cost of their own attorney’s fees.

1 Dated: September 6, 2024



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3 Sotivear Sim
4 Special Hearing Officer for the Labor Commissioner

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



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8 Dated: 9/6/2024

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10 LILIA GARCIA-BROWER
11 State Labor Commissioner