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BEFORE THE LABOR COMMISSIONER
OF THE STATE OF CALIFORNIA

MARLENE A. CAMERON,)	Case No. TAC 3-94
)	
Petitioner,)	
)	DECISION
v.)	
)	
JEFF DONALDSON, dba)	
PACIFIC TALENT AND MODELS)	
)	
Respondent.)	

This matter came on regularly for hearing on July 13, 1994, in Long Beach, California. Petitioner Marlene A. Cameron appeared in propria persona. Respondent, Jeff Donaldson, also appeared in propria persona.

FACTS

The Petitioner contended in her testimony that she had signed an agreement with the Respondent, Pacific Talent and Models thinking that the organization would procure employment for her daughter as a model. She stated that the person she had spoken with (a Ron Bornstein who was a part owner) had told her that "they would not accept her daughter unless they could find her employment." Petitioner states that she took this to mean that Pacific Talent and Models would undertake to find employment for her daughter as a model.

Petitioner invested almost \$900.00 in a portfolio to be used to promote her daughter in the entertainment or modeling industry.

1 This portfolio was prepared at the behest of and through Pacific
2 Models. Pacific Models procured no work for the Respondent's
3 daughter and, according to the testimony of Jeff Donaldson, never
4 told Petition that they would find employment. The only services
5 Respondent Pacific Talent and Models undertook to perform was
6 preparation of the portfolio and direction to the Petitioner as to
7 who to contact in order to find employment. According to Donaldson
8 the Petitioner was told to contact Wilhelmina dba Wee Willy, a
9 licensed talent agent.

10 The only documentary evidence submitted at the hearing was a
11 payment contract which clearly states that the Petitioner "under-
12 stands that this is not a guarantee for employment." None of the
13 documents offered by the Petitioner as part of the Petition, would
14 indicate that the arrangement was other than production of a
15 portfolio and no mention is made in any document that securing
16 employment would be the responsibility of Pacific Talent and
17 Models.

18 DISCUSSION

19 The Act prohibits the occupation of "procuring, offering,
20 promising, or attempting to procure employment or engagements for
21 an artist" unless the person performing such activities is licensed
22 pursuant to the Talent Agencies Act.

23 It is not necessary, in order to show a violation of the Act,
24 to prove that the person, in fact, procured employment for the
25 artist; it is simply required that there be proof by a preponder-
26 ance of the evidence that there was a promise to procure employment
27 or that the person made an attempt to procure employment on behalf
28 of the artist.

1 In this case, while the testimony regarding promises of
2 procuring employment is conflicting, the only documentary evidence
3 which even speaks to the subject of employment -- the "payment
4 contract" -- while not dispositive, could be viewed as bearing out
5 the testimony of Donaldson to the effect that no employment was
6 offered. More important, however, the document seems to directly
7 conflict with the testimony of Petitioner when she said that she
8 was told that the Respondent would not accept the Petitioner's
9 daughter if they could not find her employment. The question
10 arises as to why one would sign a statement to the effect that no
11 employment was guaranteed when, as she testified, she was led to
12 believe that the payment she was making was a guarantee of
13 employment.

14 CONCLUSION

15 Inasmuch as the testimony is conflicting as to the promises
16 made regarding procurement of employment, and since the Petitioner
17 testified that Respondent did not, in fact, at any time contact her
18 regarding employment, and because the Petitioner signed a statement
19 which directly conflicts with what she states she was verbally
20 advised, there is insufficient evidence to establish, given the
21 facts in this particular case, that the Respondent was engaged in
22 procuring employment in violation of the Talent Agency Act.

23 The matter is dismissed.

24 Dated: July 14, 1994

H. Thomas Cadell, Jr.
H. THOMAS CADELL, JR.
Special Hearing Officer

26 Adopted:

27 Dated: July 15, 1994

Victoria L. Bradshaw
STATE LABOR COMMISSIONER

