



1 Robert W. Woods of Isaacman, Kaufman & Painter.

2 Based on the evidence presented at this hearing and on the other papers on file in this  
3 matter, the Labor Commissioner hereby adopts the following decision.

4 **FINDINGS OF FACT**

5 1. Petitioner, an actor and model, is a resident of the State of California.

6 2. Respondents are not licensed as talent agents with the State of California  
7 Labor Commissioner's Office.

8 3. In 2002, Petitioner was enrolled in an acting class in Studio City, California.  
9 Each Thursday evening, the class instructor brought in different people from the  
10 entertainment industry to meet the students. On one Thursday evening in October, 2002,  
11 Respondent WARD, who was identified as a talent manager, was brought in as one of the  
12 guests. After the class was over, Petitioner handed Respondent WARD his resume and head  
13 shot and asked if he could read for him at a later date. In response, Respondent WARD  
14 handed Petitioner his business card and told Petitioner that if he had not heard from him in a  
15 couple of days, that he should give him a call. Respondent WARD called Petitioner a  
16 couple of days later and set up a meeting at his office. At this meeting, Petitioner performed  
17 an audition scene for Respondents. Soon thereafter, Respondents and Petitioner entered into  
18 a written management agreement dated October 14, 2002.

19 4. At the time that Petitioner entered into the management agreement with  
20 Respondents on October 14, 2002, Petitioner already had a commercial agent and a print  
21 agent. Consequently, Petitioner testified that he informed Respondents that they would not  
22 be entitled to commissions on print or commercial work. Respondents dispute that  
23 commercial work was excluded from the list of activities they could commission.

24 5. On January 7, 2005, the parties entered into a renewal contract. Petitioner  
25 testified that he had a similar conversation with Respondents regarding entitlement to  
26 commissions for print or commercial work. Again, Respondents dispute that they were not  
27



1 Respondent WARD back writing, among other things, "I don't think that you honestly think  
2 that any amount of training, advise, or coaching could have helped book a commercial in  
3 which all we did was slate and take poloroids [sic]. Yet you still expect me to just pay you  
4 commissions..." The e-mail ended with the following, "[h]owever if the money that I am  
5 supposed to live on is being divided up so much that I can not afford to live above the  
6 poverty level (less than 15,000. A year not eating out of the trash), then I have to make the  
7 necessary changes to keep my buisness [sic] running smooth." There was testimony that  
8 Respondent WARD responded to the e-mail by writing, "Do you believe in karma?"  
9 However, it is unclear whether the parties spoke again before Petitioner filed the instant  
10 petition on September 27, 2005.

11 9. In the petition, Petitioner alleges that Respondents acted as a talent agency by  
12 attempting to procure and by procuring employment for him and requesting 15%  
13 commissions on all jobs in film, television and commercials. Petitioner seeks a  
14 determination that the renewal agreement dated January 7, 2005 is illegal and unenforceable  
15 and that Petitioner does not owe any compensation to Respondents nor is he obligated to an  
16 arbitration hearing.

#### 17 LEGAL ANALYSIS

18 1. Petitioner is an "artist" within the meaning of Labor Code §1700.4(b).

19 2. Labor Code §1700.4(a) defines "talent agency" as "a person or corporation  
20 who engages in the occupation of procuring, offering, promising, or attempting to procure  
21 employment or engagements for an artist."

22 3. Labor Code §1700.5 provides that "[n]o person shall engage in or carry on the  
23 occupation of a talent agency without first procuring a license...from the Labor  
24 Commissioner."

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1 request of and in conjunction with KSA, which is a licensed talent agency.

2 4. Having found that Petitioner has not met his burden of proof, we deny the  
3 petition.

4 **ORDER**

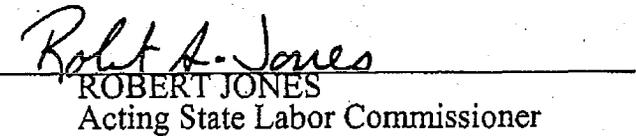
5 For the reasons set forth above, IT IS HEREBY DETERMINED that the Petition to  
6 Determine Controversy filed by Petitioner is denied.

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9 Dated: February 6, 2007

  
EDNA GARCIA EARLEY  
Special Hearing Officer

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12 **Adopted:**

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15 Dated: February 6, 2007

  
ROBERT JONES  
Acting State Labor Commissioner