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STATE OF CALIFORNIA  
2 DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STANDARDS ENFORCEMENT  
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5 Attorney for the Labor Commissioner  
6

7  
8 **BEFORE THE LABOR COMMISSIONER**  
9 **OF THE STATE OF CALIFORNIA**  
10

11 SHERRI JACKMAN for SHAYNA  
JACKMAN, a minor,

12  
13 Petitioner,

14 vs.  
15

16 JET SET WORLD, LLC, JET SET  
17 ENTERPRISES, LLC;

18 Respondents.  
19

CASE NO. TAC 27706

**DETERMINATION OF  
CONTROVERSY**

20 The above-captioned matter, a Petition to Determine Controversy under  
21 Labor Code §1700.44, came on regularly for hearing on December 14, 2012, in Los  
22 Angeles; California, before the undersigned attorney for the Labor Commissioner  
23 assigned to hear this case. Petitioner SHERRI JACKMAN, on behalf of minor SHAYNA  
24 JACKMAN appeared in pro per. Respondents JET SET WORLD, LLC and JET SET  
25 ENTERPRISES, LLC were properly served with the Petition but failed to appear.  
26

27 Based on the evidence presented at this hearing and on the other papers on  
28 file in this matter, the Labor Commissioner hereby adopts the following decision:

1 FINDINGS OF FACT

2 1. Petitioner SHERRI JACKMAN, (hereinafter, "Petitioner"), is the  
3 mother of minor, SHAYNA JACKMAN and files this petition on her behalf.

4 2. The evidence establishes that Respondent JET SET WORLD, LLC  
5 also operates as JET SET ENTERPRISES, LLC (both collectively referred to as  
6 "Respondents"). Absent any evidence to the contrary, for purposes of this petition, they  
7 will be treated as the same entity. JET SET ENTERPRISES, LLC is a licensed talent  
8 agency currently operating under Talent Agency license number 105270.

9 3. In approximately May or June 2011, Petitioner agreed to have  
10 Respondents act as a talent agent for her minor daughter SHAYNA JACKMAN in the  
11 entertainment industry.

12 4. On June 19 and 20, 2011, minor SHAYNA JACKMAN worked as a  
13 print model for Francis Manzi Productions on a Garnett Hill catalog and online website.  
14 Petitioner SHAYNA JACKMAN earned \$450.00 for the work performed on June 19,  
15 2011 (\$150 x 3 hours) and \$487.50 for work performed on June 20, 2011 (\$150.00 x 3.25  
16 hrs) for a total of \$937.50.

17 5. Respondents also booked a print job for Petitioner SHAYNA  
18 JACKMAN with Disney Consumer Products, Inc. for a DCP Baby Lifestyle Photo Shoot  
19 for August 23-25, 2011. Petitioner SHERRI JACKMAN signed a contract on behalf of  
20 her minor daughter, Petitioner SHAYNA JACKMAN agreeing to payment of \$135.00 per  
21 hour with a 3 hour minimum for the work. While the job was canceled, Petitioner  
22 SHAYNA JACKMAN was promised at least the minimum as a result of being under  
23 contract on those dates. As such, Petitioner seeks \$405.00 for this job.

24 6. Petitioner SHERRI JACKMAN testified and provided supporting  
25 emails showing she requested payment from Respondents on the aforementioned jobs on  
26 August 4, 2011, December 2, 2011, January 9, 2012 and February 6, 2012. Respondents,  
27 through their talent agent, Paloma Jackson, responded to the August 4, 2011 by emailing  
28 Petitioner SHERRI JACKMAN and informing her that payment is usually received within

1 120 days of the work being performed. Respondents failed to respond to any of the other  
2 emails or to provide Petitioner with payment for her minor daughter's work on the Garnet  
3 Hill catalog and Disney job.

4 7. On June 25, 2012, Petitioner filed the instant Petition to Determine  
5 Controversy seeking a total of \$1,342.50 plus interest and damages.

### 6 LEGAL ANALYSIS

7 1. Minor, SHAYNA JACKMAN is a model and therefore, is an "artist"  
8 within the meaning of Labor Code §1700.4(b).

9 2. Respondents are a licensed talent agency. Labor Code §1700.25(a)  
10 provides:

11 (a) A licensee who receives any payment of funds on  
12 behalf of an artist shall immediately deposit that  
13 amount in a trust fund account maintained by him or  
14 her in a bank or other recognized depository. The  
15 funds, less the licensee's commission, shall be  
16 disbursed to the artist within 30 days after receipt.  
However, notwithstanding the preceding sentence, the  
licensee may retain the funds beyond 30 days of receipt  
in either the following circumstances:

17 (1) To the extent necessary to offset an  
18 obligation of the artist to the talent agency that is  
19 then due and owing.

20 (2) When the funds are the subject of a  
21 controversy pending before the Labor  
22 Commissioner under Section 1700.44  
23 concerning a fee alleged to be owed by the artist  
24 to the licensee.

25 The evidence presented establishes that Respondents received payment for a two  
26 day job performed by Petitioner SHAYNA JACKMAN for Garnet Hill on June 19-20,  
27 2011 and another job for which she was under contract to perform on August 23, 2011  
28 acting/modeling job but which was later canceled. Petitioner was promised a 3 hour

1 minimum at \$135.00 per hour for this job regardless if it was canceled.

2 3. Labor Code §1700.25(e) provides:

3 If the Labor Commissioner finds, in proceedings under  
4 Section 1700.44, that the licensee's failure to disburse  
5 funds to an artist within the time required by  
6 subdivision (a) was a willful violation, the Labor  
7 Commissioner may, in addition to other relief under  
8 Section 1700.44, order the following:

8 (2) Award interest to the prevailing artist on the  
9 funds wrongfully withheld at the rate of 10  
10 percent per annum during the period of the  
11 violation.

10 Respondents' failure to pay Petitioner the outstanding monies owed constitutes a  
11 willful violation under Labor Code §1700.25(e). Respondents have failed to pay the  
12 amount owed to date. Accordingly, we award Petitioner \$1,342.50 (\$937.50 + \$405.00)  
13 plus \$160.62 in interest<sup>1</sup> for a total of \$1,503.12.

14 **ORDER**

15 For the foregoing reasons, Petitioner SHERRI JACKMAN on behalf of  
16 minor daughter, Petitioner SHAYNA JACKMAN is entitled to collect \$1,503.12 from  
17 Respondents JET SET WORLD, LLC and JET SET ENTERPRISES, LLC.

18 DATED: February 26, 2013

Respectfully submitted,

19 By:   
EDNA GARCIA EARLEY

20 Attorneys for the Labor Commissioner

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

22 Dated: February 26, 2013

By: 

23 JULIE A. SU  
24 State Labor Commissioner

25  
26 <sup>1</sup> 10% interest is calculated from 30 days when payment should have been received to today's date. On the Garnet  
27 Hill job, payment should have been received 120 days from the date of the job. We add another 30 days under Labor  
28 Code §1700.25(a) which is the amount of time the talent agency has to pay the monies to the artist after it receives it  
from the third party production company/employer. Interest is therefore calculated on \$937.50 from November 20,  
2011 for a total of \$117.13 in interest. Likewise, Interest is calculated on the Disney job on \$405.00 from January 23,  
2012 for a total of \$43.49 owed in interest. The total amount of interest is \$160.62 (\$117.13 + \$43.49).

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA }  
3 COUNTY OF LOS ANGELES } ss.

4 I am employed in the County of Los Angeles, State of California. I am over the age  
5 of 18 years and not a party to the within action. My business address is Division of Labor  
6 Standards Enforcement, Department of Industrial Relations, 320 West Fourth Street, Los  
7 Angeles, CA 90013.

8 On February 26, 2013, I served the foregoing document described as  
9 **DETERMINATION OF CONTROVERSY**, on the interested parties in this action by  
10 placing true copies thereof enclosed in sealed envelopes, addressed as follows:

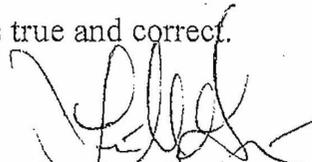
11 Sherri Jackman for  
12 Shayna Jackman, a Minor  
13 7842 E. Lakeview Trail  
Orange, CA 92869

14 JET SET WORLD, LLC  
15 JET SET ENTERPRISES, LLC  
16 DWT California Inc., Registered Agent  
865 S. Figueroa, Suite 2400  
Los Angeles, CA 90017

17 Bryan McGinnis  
18 1919 Pennsylvania Avenue NW  
19 Suite 800  
Washington, DC 20006-3401

20 I am readily familiar with the firm's business practices of collection and processing  
21 of correspondence for mailing with the United States Postal Service and said  
22 correspondence is deposited with the United States Postal Service the same day with  
23 postage fully prepaid thereon, in the ordinary course of business.

24 Executed this 26th day of February, 2013, at Los Angeles, California, I declare under  
25 penalty of perjury that the foregoing is true and correct.

26  
27   
28 Lief Morales-Garcia