

1 STATE OF CALIFORNIA
2 DEPARTMENT OF INDUSTRIAL RELATIONS
3 DIVISION OF LABOR STANDARDS ENFORCEMENT
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9 Special Hearing Officer for the Labor Commissioner

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BEFORE THE LABOR COMMISSIONER
OF THE STATE OF CALIFORNIA

NOURA MOHAMED,

Petitioner,

vs.

THE PINKERTON MODEL AND TALENT
COMPANY, LLC aka PINKERTON MODEL
AND TALENT CO., LLC,

Respondent.

CASE NO.: TAC-36367

DETERMINATION OF
CONTROVERSY

The above-captioned matter, a petition to determine controversy under Labor Code §1700.44, came on regularly for hearing on June 2, 2015 in Los Angeles, California, before the undersigned attorney for the Labor Commissioner assigned to hear this case. Petitioner NOURA MOHAMED (hereinafter "Petitioner") appeared personally. Respondent THE PINKERTON MODEL AND TALENT COMPANY, LLC aka PINKERTON MODEL AND TALENT CO., LLC (hereinafter "Respondent"), having been duly and properly served, failed to appear for the hearing.

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

FINDINGS OF FACT

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3 1. Petitioner is a model and actress, and an artist within the meaning of Labor
4 code section 1700.44.

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6 2. Respondent is a limited liability company licensed as a talent agency under
7 the provisions of the Talent Agencies Act, Labor Code section 1700 et seq. (TAA).

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9 3. In February, 2014, Petitioner engaged Respondent to represent her in
10 securing work in modeling and in films, television, and commercials. Under the written
11 representation agreement, Respondent was to receive an agency fee of 20% of the
12 amounts paid to Petitioner as an artist during the period of Respondent's representation.

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14 4. In May, 2014, Respondent obtained an engagement for Petitioner to render
15 services as an artist in connection with the Legoland print and commercial project. The
16 payment for Petitioner's services was to be \$1,000.00, with the producer (a) paying an
17 additional \$200.00 to cover the agency fee due Respondent and (b) paying Petitioner an
18 additional non-commissionable \$50.00 to cover her travel expenses.

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20 5. Petitioner completed the project, and on or about May 20, 2014, the
21 producer sent Respondent a check for \$1,250.00, consisting of the \$200.00 payable to
22 Respondent as its agency fee and of the \$1,050.00 payable to Petitioner for her services
23 and travel expenses.

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25 6. Although Respondent received the above-described amount of \$1,050.00 on
26 behalf of Petitioner, it did not deposit these funds in a trust account, but instead diverted
27 these funds to other purposes and failed to pay Petitioner the money it owed her.

1 7. On June 29, 2014, Petitioner notified Respondent that it was terminating
2 Respondent's representation of Petitioner and the talent agency-artist agreement pursuant
3 to which the representation was being provided.

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5 **LEGAL ANALYSIS**

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7 1. Respondent operated as a licensed talent agency.

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9 2. Petitioner was an artist who was represented by Respondent.

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11 3. This case is within the jurisdiction of the Labor Commissioner under Labor
12 Code section 1700.44, subdivision (a).

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14 4. Under the arrangement entered into at the time Respondent became
15 Petitioner's talent agent, Respondent agreed to accept payments on behalf of Petitioner
16 for the services she rendered and to promptly remit to Petitioner her share of those
17 payments, after deducting Respondent's commission. This was also Respondent's
18 statutory obligation under Labor Code section 1700.25, subdivision (a).

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20 5. It is indisputably established by the evidence that in May, 2014, Respondent
21 became indebted to Petitioner in the amount of \$1,050.00 for monies received by
22 Respondent in payment for Petitioner's services. This amount of \$1,050.00 representing
23 Petitioner's share of the payment made to the Respondent should have been remitted to
24 Petitioner forthwith.

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26 6. No part of the \$1,050.00 was ever paid to Petitioner, and the entire sum is
27 due, owing, and unpaid.

1 7. Labor Code section 1700.25, subdivision (e) provides that where there is a
2 willful failure on the part of a talent agent to pay funds to an artist within 30 days of
3 receipt, as mandated by subdivision (a) of section 1700.25, the Labor Commissioner may
4 award the artist interest on the wrongfully withheld funds. Here, there is no question that
5 respondent wrongfully withheld monies belonging to petitioner. This plainly constituted
6 a willful violation of section 1700.25, subdivision (a). Accordingly, petitioner is entitled
7 to interest at 10% per annum on the withheld funds from July 1, 2014.

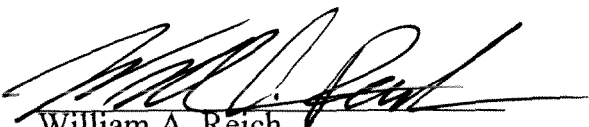
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9 8. The total accumulated interest now due is \$118.23.

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11 **ORDER**

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

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15 Respondent THE PINKERTON MODEL AND TALENT COMPANY, LLC aka
16 PINKERTON MODEL AND TALENT CO., LLC pay to Petitioner NOURA
17 MOHAMED the sum of \$1,050.00, plus interest in the amount of \$118.23, for a total of
18 \$1,168.23.

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20 Dated: 7/31/2015


William A. Reich
Special Hearing Officer
for the Labor Commissioner

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23 Adopted:

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26 Dated: 7/31/2015


Julie A. Su
State Labor Commissioner