

1 STATE OF CALIFORNIA
2 DEPARTMENT OF INDUSTRIAL RELATIONS
3 DIVISION OF LABOR STANDARDS ENFORCEMENT
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BEFORE THE LABOR COMMISSIONER

STATE OF CALIFORNIA

LISA RENEE CONTRERAS,

Petitioner,

vs.

RODNEY CHESTER dba TRIO TALENT
AGENCY,

Respondents.

CASE NO.: TAC-52672

DETERMINATION OF CONTROVERSY

I. INTRODUCTION

The above-captioned petition was filed by Lisa Renee Contreras on March 23, 2017, amended on September 11, 2018, (hereinafter "Petitioner"), alleging RODNEY CHESTER dba TRIO TALENT AGENCY, (hereinafter "Respondent"), failed to pay Petitioner's wages for acting services earned in connection with Respondent's representation of Petitioner as her talent agent in violation of Labor Code Section 1700.25(a)¹.

The hearing was scheduled and commenced on October 24, 2019, in the Long Beach office of the Labor Commissioner. Petitioner represented herself. Respondent was properly

¹ All statutory citations will refer to the California Labor Code unless otherwise indicated.

1 served with Petition. Respondent failed to answer the petition or appear at the hearing. Based
2 upon the testimony and evidence presented at this hearing, the Labor Commissioner adopts the
3 following Determination of Controversy.

4 II. FINDINGS OF FACT

5 1. Respondent operated as a California licensed talent agency under the name
6 Rodney J. Chester dba Trio Talent Agency, license no. TA000212778. Respondent's license
7 expired on December 28, 2016.

8 2. In 2015, Respondent agreed to represent Petitioner and procure her employment
9 opportunities in the entertainment industry in exchange for 20% of Petitioner's earnings.

10 3. In 2016, Respondent procured Petitioner a commercial for advertiser, Tommy
11 Cooper. The commercial was produced and filmed by advertising agency, Helio Collective LLC,
12 (Helio) and was filmed over a three-day period from April 12 through April 14, 2016.

13 4. On Petitioner's behalf, Respondent negotiated a \$2,000.00 per day rate, for a total
14 payment to Petitioner of \$6,000.00. In addition, the contract required Helio to pay a separate
15 20% fee of \$1,200.00 directly to the Respondent as an "agency fee" for a total payment by Helio
16 of \$7,200.00.

17 5. The oral contract between the parties required Helio to pay the \$7,200.00 directly
18 to Respondent. The parties agreed the Respondent would retain the \$1,200.00 "agency fee" and
19 remit the \$6,000.00 back to the Petitioner within 30 days of receipt of funds as required by
20 California law. Petitioner performed her contractual obligations as an actor. The commercial
21 completed production on April 14, 2016 and the Petitioner awaited receipt of her earnings.

22 6. Petitioner did not receive the \$6,000.00 within 30 days. In or around July 2018,
23 Petitioner directly asked the Respondent where her money was. The Respondent stated Helio
24 had not paid him and therefore he could not pay the Petitioner. Respondent stated he would
25 follow up with Helio and then advise the Petitioner as to the status of her unpaid earnings.

26 7. In August of 2016, Petitioner remained unpaid. Petitioner again demanded
27 payment from the Respondent. Respondent again maintained Helio had not paid him but he
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1 would send her some money while he investigated the situation. On September 16, 2016,
2 Respondent sent Petitioner a \$500.00 check.

3 8. In December 2016, Petitioner remained unpaid. In response, she went to
4 Respondent's office, confronted him and demanded payment. During this confrontation,
5 Respondent acknowledged he had received the payment from Helio and admitted he spent the
6 money. Respondent assured Petitioner he would pay her after the New Year. On December 28,
7 2016, Respondent sent Petitioner another \$500.00 check. Petitioner never received any
8 additional funds from the Respondent after December 28, 2016.

9 9. On or around March 23, 2017, Petitioner filed a claim against the Respondent for
10 her unpaid \$5,000.00 with the California Labor Commissioner's office.

11 10. While Petitioner's claim was pending, she reached out directly to Helio and
12 inquired about Helio's payment to the Respondent. Helio sent Petitioner a copy of a cashed
13 \$7,200.00 check paid to Trio Talent Agency. Respondent had cashed the check on July 5, 2016.

14 11. For five months, Respondent deceived the Petitioner with utter fabrications and
15 blatant misrepresentations for his own financial gain. In deceiving Petitioner, who entrusted the
16 Respondent as her representative, he breached his fiduciary responsibility owed to the Petitioner.

17 III. LEGAL ANALYSIS

18 12. Labor Code Section 1700.4(b) includes "actor" in the definition of "artist"
19 Petitioner is therefore an "artist" within the meaning of Labor Code Section 1700.4(b).

20 13. Respondent was a licensed California talent agency during the relevant time
21 period, conducting talent agency activities under License No. TA 000212778. Respondent's
22 license expired on December 28, 2016.

23 14. Labor Code Section 1700.44 provides that "[i]n cases of controversy arising under
24 this chapter, the parties involved shall refer matters in dispute to the Labor Commissioner, who
25 shall hear and determine the same." Therefore, the Labor Commissioner has jurisdiction to hear
26 and determine this matter.

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1 15. Labor Code Section 1700.40 states:

2 In the event that a talent agency shall collect from an a artist a fee or expenses for
3 obtaining employment for the artist ..., and the artist shall fail to be paid for the
4 employment, that agency shall, upon demand therefor, repay to the artist the fee
5 and expenses so collected. Unless repayment thereof is made within 48 hours
6 after demand thereof, the talent agency shall pay to the artist an additional sum
7 equal to the amount of that fee.

8 Petitioner performed her contractual obligations and the Respondent collected a
9 fee for those services within the meaning of Labor Code Section 1700.2(a)(3)². The Respondent
10 failed to remit the fee to the artist (Petitioner) within 48 hours. Consequently, Petitioner is
11 entitled to a penalty equal to the amount of monies improperly withheld.

12 16. Labor Code 1700.25 states in pertinent part:

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

17 Respondent failed to disburse Petitioner's earnings within 30 days of receipt and
18 he is therefore in violation of Labor Code section 1700.25(a).

19 17. Labor Code section 1700.25(e) states,

20 If the Labor Commissioner finds, in proceedings under Section 1700.44, that the
21 licensee's failure to disburse funds to an artist within the time required by
22 subdivision (a) was a willful violation, the Labor Commissioner may, in addition
23 to other relief under Section 1700.44, order the following:
24 (1) Award reasonable attorney's fees to the prevailing artist.
25 (2) Award interest to the prevailing artist on the funds wrongfully withheld at the
26 rate of 10 percent per annum during the period of the violation.

27 Respondent's misrepresentations regarding the alleged nonpayment by Helio, violates
28 Respondent's fiduciary duty toward the petitioner, and establishes a willful violation within the
29 meaning of Labor Code section 1700.25(e). Therefore, the petitioner is entitled to interest on her
30 award.

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32 ² Labor Code section 1700.2(a)(3) states, "fee means ... the difference between the amount of
33 money received by any person who furnished employees ... for other entertainments, exhibitions, or
34 performances, and the amount paid by him or her to the employee, performer, or entertainer.

