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STATE OF CALIFORNIA
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DIVISION OF LABOR STANDARDS ENFORCEMENT
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8 BEFORE THE LABOR COMMISSIONER
9 OF THE STATE OF CALIFORNIA
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11 KYLE BLUFF; ASHANTI JENKINS;
CHRISOPHER JENKINS; AND TAYLR
12 LINDERSMITH, individually and p/k/a/
and d/b/a NON-P MUSIC GROUP,
13

CASE NO. TAC 17277

**DETERMINATION OF
CONTROVERSY**

14 Petitioners,

15 vs.
16

17 PARIS DJON, an individual d/b/a
ROCKWORX ENTERTAINMENT,
18

Respondent.
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20 The above-captioned matter, a Petition to Determine Controversy under Labor
21 Code §1700.44, came on regularly for hearing on August 9, 2011 in Los Angeles,
22 California, before the undersigned attorney for the Labor Commissioner assigned to hear
23 this case. Petitioners KYLE BLUFF and ASHANTI JENKINS appeared in pro per.
24 Petitioner CHRISTOPHER JENKINS appeared through ASHANTI JENKINS and
25 Petitioner TAYLR LINDERSMITH appeared represented by Eric Norwitz, Esq.
26 Respondent PARIS DJON, an individual d/b/a/ ROCKWORX ENTERTAINMENT,
27 having been properly served and having appeared in the matter by requesting a
28 continuance of this hearing which was initially set for July 6, 2011 but continued to

1 August 9, 2011 at Respondent's request, failed to appear at this August 9, 2011 hearing.

2 At the conclusion of the hearing, the matter was taken under submission.

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

5 **FINDINGS OF FACT**

6 1. On November 7, 2008 in Newport Beach, California, Petitioners KYLE
7 BLUFF, ASHANTI JENKINS, CHRISTOPHER JENKINS, and TAYLR
8 LINDERSMITH p/k/a/ and d/b/a NON-P MUSIC GROUP (collectively referred to as
9 "Petitioners"), all California residents, entered into a three year *Standard Music Artist*
10 *Management Agreement* with Respondent PARIS DJON, an individual dba ROCKWORX
11 ENTERTAINMENT ("Respondent") wherein Respondent agreed to act as Petitioners'
12 Personal Manager in exchange for a 15% commission on all gross compensation earned
13 by Petitioners.

14 2. Prior to signing the *Standard Music Artist Management Agreement*,
15 Respondent informed Petitioners that he had booked them on a European tour and a
16 \$10,000 Florida show. Although Petitioners signed the contract immediately upon
17 presentation and obtained passports, as requested by Respondent, neither the European
18 tour nor the \$10,000 Florida show took place.

19 3. During the time that Respondent represented Petitioners, he also informed
20 them that he had booked them as the opening musical act for the band, *New Kids on the*
21 *Block's* Los Angeles tour. But, like the other shows and tours, this one also fell through.

22 4. Petitioners testified that Respondent instructed them to not book any of their
23 own shows but instead, to refer all bookings to his attention. Evidence was presented that
24 Respondent had an office and an employee named Jaime working for him in California
25 who was assisting in procuring musical engagements for Petitioners.

26 5. Petitioners also submitted emails and ROCKWORX Club Booking
27 Agreements showing that Respondent booked the following musical performances for
28 Petitioners in California: Flight (March 27, 2009); Ice (March 28, 2009); Shark Club

1 (April 25, 2009); Sutra (May 9, 2009); and House of Blues (June 19, 2009). Respondent
2 collected a 15% commission on the aforementioned performances as well as 15% of
3 \$10,000 in earnings Petitioners received through KIIS FM Wango Tango (May 9, 2009).

4 6. Petitioners terminated their relationship with Respondent in 2009, not long
5 after their KIIS FM Wango Tango appearance.

6 7. On March 22, 2010, Petitioners filed the instant Petition to Determine
7 Controversy seeking to void the November 7, 2008 *Standard Music Artist Management*
8 *Agreement* and seeking disgorgement of all commissions and other compensation
9 Respondent received from Petitioners within one year of the filing of their petition.

10 LEGAL ANALYSIS

11 1. Labor Code §1700.4(b) defines "Artists" as "actors and actresses
12 rendering services on the legitimate stage and in the production of motion pictures, radio
13 artists, musical artists, musical organizations, directors of legitimate stage, motion picture
14 and radio productions, musical directors, writers, cinematographers, composers, lyricists,
15 arrangers, models, and other artists and persons rendering professional services in motion
16 picture, theatrical, radio, television and other entertainment enterprises." Petitioners, who
17 are musicians, are considered "artists" under Labor Code §1700.4(b).

18 2. Labor Code §1700.4(a) defines a "talent agency" as "a person or
19 corporation who engages in the occupation of procuring, offering, promising, or
20 attempting to procure employment or engagements for an artist or artists, except that the
21 activities of procuring, offering, or promising to procure recording contracts for an artist
22 or artists shall not of itself subject a person or corporation to regulation and licensing
23 under this chapter. Talent agencies may, in addition, counsel or direct artists in the
24 development of their professional careers." Labor Code §1700.5 provides that "[n]o
25 person shall engage in or carry on the occupation of a talent agency without first
26 procuring a license....from the Labor Commissioner."

27 3. Respondent, a New York resident, has never been licensed as a talent
28 agency by the State of California.

1 4. Labor Code §1700.44(a) provides that all controversies arising under the
2 Talent Agencies Act (“Act”) must be referred to the Labor Commissioner. Although
3 Respondent is a New York resident, the Labor Commissioner has jurisdiction over this
4 matter because the *Standard Music Artist Management Agreement* was entered into
5 between the parties in California, all petitioners are California residents, most of the
6 performances were booked in California, Respondent had employees working in
7 California for Petitioners, Respondent had a west coast office in California during the time
8 he represented Petitioners and Respondent attended several meetings in California for the
9 purpose of managing Petitioners. As such, Respondent has purposely availed himself of
10 California’s laws.

11 5. The undisputed evidence which included testimony by Petitioners as
12 well as documentary evidence (emails and club booking agreements), establishes that
13 Respondent regularly procured musical engagements for Petitioners in violation of the
14 Act. The undisputed evidence also shows that Respondent collected 15% of all of
15 Petitioners’ gross earnings during the short time he managed the band. The evidence
16 presented also establishes that Respondent provided very little, if any, “management”
17 services to Petitioners such as advising and counseling them on their careers. Instead, the
18 majority of Respondent’s time was spent on unlawfully procuring work for Petitioners in
19 the music industry.

20 6. Having found that Respondent violated the Act by promising to procure
21 and actually procuring musical engagements for Petitioners, we find that the *Standard*
22 *Music Artist Management Agreement* between the parties is void *ab initio*. Severance
23 under *Marathon Entertainment, Inc. v. Blasi* (2008) 42 Cal.4th 974 is not appropriate in
24 this case because the central purpose of the contract between the parties was to unlawfully
25 procure musical engagements for Petitioners in violation of the Act. Accordingly,
26 Petitioners have no liability to Respondent under the *Standard Music Artist Management*
27 *Agreement* and Respondent has no rights or claims to any past or future commissions or
28

1 other compensation from Petitioners under the *Standard Music Artist Management*
2 *Agreement*.

3 7. Having voided the *Standard Music Artist Management Agreement*, we
4 also find it appropriate for Respondent to disgorge all amounts collected from Petitioners
5 within the one year preceding the filing of the Petition, i.e., March 22, 2009 to March 22,
6 2010. We find that amount to be \$2,782.50 which is broken down as follows:

Date	Engagement	Amount Earned	Amt. Collected by Respondent
March 27, 2009	Flight	\$1,000	\$150.00
March 28, 2009	Ice	\$300.00	\$45.00
April 25, 2009	Shark Club	\$750.00	\$112.50
May 9, 2009	Wango Tango	\$10,000.00	\$1,500.00
May 9, 2009	Sutra	\$1,500.00	\$225.00
June 19, 2009	House of Blues	\$1,500.00	\$750.00
TOTAL			\$2,782.50

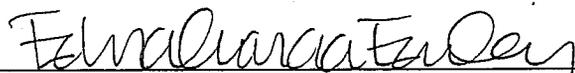
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18 **ORDER**

19 For all the reasons set forth above, IT IS HEREBY ORDERED that the *Standard*
20 *Music Artist Management Agreement* between Petitioners KYLE BLUFF, ASHANTI
21 JENKINS, CHRISTOPHER JENKINS, and TAYLR LINDERSMITH p/k/a/ and d/b/a
22 NON-P MUSIC GROUP and Respondent PARIS DJON, an individual dba ROCKWORX
23 ENTERTAINMENT, is void from its inception, in its entirety, and that Respondent
24 PARIS DJON, an individual dba ROCKWORX ENTERTAINMENT has no enforceable
25 rights thereunder. Additionally, Respondent PARIS DJON, an individual dba
26 ROCKWORX ENTERTAINMENT is ORDERED to disgorge a total sum of \$2,782.50 to
27 Petitioners KYLE BLUFF, ASHANTI JENKINS, CHRISTOPHER JENKINS, and
28 ///

1 TAYLR LINDERSMITH p/k/a/ and d/b/a NON-P MUSIC GROUP.

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3 DATED: November 14, 2011

Respectfully submitted,

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5 By: 
6 EDNA GARCIA EARLEY
7 Attorneys for the Labor Commissioner

8 ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER
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12 Dated: Nov. 17, 2011

By: 
13 JULIE SU
14 State Labor Commissioner
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