1 2 3	By: Laurence T. Emert 107 South Broadway, Room 5015 Los Angeles, CA 90012
4	Attorney for the Labor Commissioner
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7	BEFORE THE LABOR COMMISSIONER OF
8	THE STATE OF CALIFORNIA
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10	PROFESSIONAL ARTISTS MANAGEMENT,) NO. TAC 12-79
11	a California Corporation, MP 475
12	Petitioner,
13	vs. DETERMINATION
	ROGER PELTZ; ROGER BEHR,
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14 15	Respondents.
15	Respondents. The above-entitled controversy came on regularly for hearing before the Labor Commissioner, Division of Labor Standards
15 16	The above-entitled controversy came on regularly for
15 16 17	The above-entitled controversy came on regularly for hearing before the Labor Commissioner, Division of Labor Standards
15 16 17 18	The above-entitled controversy came on regularly for hearing before the Labor Commissioner, Division of Labor Standards Enforcement, Department of Industrial Relations, State of California, by Laurence T. Emert, Industrial Relations Counsel II
15 16 17 18 19	The above-entitled controversy came on regularly for hearing before the Labor Commissioner, Division of Labor Standards Enforcement, Department of Industrial Relations, State of California, by Laurence T. Emert, Industrial Relations Counsel II
15 16 17 18 19 20	The above-entitled controversy came on regularly for hearing before the Labor Commissioner, Division of Labor Standards Enforcement, Department of Industrial Relations, State of California, by Laurence T. Emert, Industrial Relations Counsel II for the Division of Labor Standards Enforcement, under the pro-
15 16 17 18 19 20 21	The above-entitled controversy came on regularly for hearing before the Labor Commissioner, Division of Labor Standards Enforcement, Department of Industrial Relations, State of California, by Laurence T. Emert, Industrial Relations Counsel II for the Division of Labor Standards Enforcement, under the pro- visions of Section 1700.44 of the Labor Code of the State of
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15 16 17 18 19 20 21 22 23 24 25	The above-entitled controversy came on regularly for hearing before the Labor Commissioner, Division of Labor Standards Enforcement, Department of Industrial Relations, State of California, by Laurence T. Emert, Industrial Relations Counsel II for the Division of Labor Standards Enforcement, under the pro- visions of Section 1700.44 of the Labor Code of the State of California; petitioner Professional Artists Management, appearing by the law offices of Michael Levine, and respondents Roger Peltz and Roger Behr, appearing in pro per. Evidence both oral and documentary having been introduced, and the matter being briefed

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DETERMINATION
It is the determination of the Labor Commissioner:
That there is nothing due to petitioner from respondents
DISCUSSION
The question to be answered in the case at bar is: Did
there exist any agreement either written or oral between the
petitioner and respondents, wherein petitioner agreed to act as
agent to procure employment for respondents, and in return for
this service, respondents agreed to pay petitioner a percentage of
their gross compensation for any employment procurred? There is
no dispute as to the fact that at all times in question, petition-
er was a licensed "artist manager" and that respondents were
"artists" as those terms are defined within the Labor Code.
Petitioner has not sustained its burden of establishing
the existence of any agreement to procure employment with
respondents. While there existed some written agreements between
the parties, none of the agreements were for the rendition of
services that an artist would normally employ a licensed artist
manager.
As to the existence of an oral agreement, petitioner
again failed to carry its burden. The preponderance of the
evidence was that no such oral agreement existed between the

evidence was that no such oral agreement existed between the parties. On the contrary, the evidence established that to the extent any bookings were made, they were handled by respondents alone.

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' artist unless the particular employment for .1 which such fee, commission or compensation is sought to be charged shall have been procured directly through the efforts or services of such artists' manager and shall have been confirmed in writing within 72 hours thereafter. Said confirmation may be denied within a reasonable time by the other party." It is clear from this administrative regulation that before an artist manager can recover a fee for his services in procuring employment for an artist under an oral contract, he must confirm in writing within 72 hours the employment found for the artist. Petitioner has not complied with this regulation. The relief request by petitioner is denie DATED: 10 27 unl