

1 DIVISION OF LABOR STANDARDS ENFORCEMENT  
2 Department of Industrial Relations  
3 Patrick W. Hemming  
4 State Labor Commissioner  
5 By: Carl G. Joseph  
6 107 South Broadway, Room 5016  
7 Los Angeles, CA 90012  
8 (213) 620-2500

9 Attorney for the Labor Commissioner

10  
11 BEFORE THE LABOR COMMISSIONER  
12 OF THE STATE OF CALIFORNIA

13 INTERNATIONAL CREATIVE MANAGEMENT, )  
14 a Division of Marvin Josephson )  
15 Associates, Inc., )

CASE NO. LA 220 - CVW  
MP 439  
AN 220

16 Petitioner,

DETERMINATION

17 vs

18 DEBBIE REYNOLDS,

19 Respondent.

20 The above-entitled controversy came on regularly for  
21 hearing before the Labor Commissioner, DIVISION OF LABOR STANDARDS  
22 ENFORCEMENT, Department of Industrial Relations, State of  
23 California, by, CARL G. JOSEPH, Attorney for the Labor Standards  
24 Enforcement, serving as Hearing Officer under the provisions of  
25 Section 1700.44 of the Labor Code of the State of California.  
26 Petitioner, INTERNATIONAL CREATIVE MANAGEMENT, a Division of  
27 MARVIN JOSEPHSON ASSOCIATES, appearing by the Law Offices of  
CAROL E. FREIS, JOSEPH Z. EPSTEIN and respondent, DEBBIE REYNOLDS,

1 appearing by Law Offices of DAVID RUDICH. Evidence both oral  
2 and documentary having been introduced, and the matter being  
3 briefed and submitted for decision, the following determination  
4 is made:

5 DETERMINATION

6 It is the determination of the Labor Commissioner:

7 That there is nothing due to petitioners from respondent.

8 There are two issues that must be addressed in the case  
9 at bar.

10 The first issue is whether there existed any agreement,  
11 either written or oral, between the petitioner and respondent,  
12 wherein, petitioner agreed to act as agent to procure employment  
13 for respondent, and in return for this service, respondent agreed  
14 to pay petitioner a percentage of her gross compensation for any  
15 employment procured.

16 The second issue is if the hearing officer, after  
17 examining the facts presented, can find no legal remedy avail-  
18 able for the petitioner, if he has the authority to grant  
19 equitable relief and if so, whether such relief is warranted.

20 There is no dispute as to the fact that at all times in  
21 question, petitioner was a licensed "Artist Manager" and that  
22 respondent was an "Artist" as these terms are defined within the  
23 Labor Code.

24 Petitioner has not sustained its burden of establishing  
25 the existence of any agreement to procure employment signed by the  
26 respondent or an authorized agent of hers. While the petitioner  
27 introduced various writings, none met the requirements set forth

1 by the California Administrative Code regulations concerning the  
2 requirement of a written agreement between the artist and manager.

3 As far as an oral agreement between petitioner and  
4 respondent, the petitioner again failed to carry its burden.  
5 While there was evidence introduced at the hearing pointing to  
6 oral agreements between petitioner and one BOB FALLIN, at no  
7 time did petitioner converse directly with the respondent nor are  
8 the facts sufficient to prove that BOB FALLIN was an authorized  
9 agent of the respondent.

10 In any event, assuming arguendo, an oral agreement  
11 existed between the parties, petitioner is still due nothing.  
12 Under Title 3 of the California Administrative Code, Chapter 5,  
13 Group 3, Article 6, the following regulation concerning an artist  
14 manager is found:

15 "12002: No artist's manager shall be entitled  
16 to recover a fee, commission or compensation  
17 under an oral contract between an artist's  
18 manager and an artist, unless, the particular  
19 employment for which such fee, commission or  
20 compensation is sought to be charged, shall  
21 have procured directly through the artist's  
22 manager and shall have been confirmed in writing  
23 within 72 hours thereafter. Said confirmation  
24 may be denied within a reasonable time by the  
25 other party."

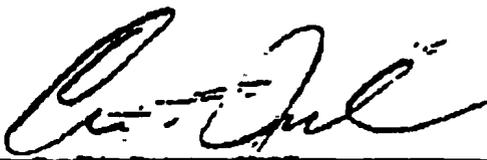
26 It is clear from the Administrative regulation that  
27 before an artist manager can recover a fee for his services in  
28 procuring employment for an artist under an oral contract, he  
29 must confirm in writing within 72 hours, the employment found  
30 for the artist. The petitioner herein introduced letters for-  
31 warded to respondent as proof of confirming oral agreements  
32 between petitioner and BOB FALLIN. There are two flaws with this



1 the Hearing Officer does not wish to set forth into areas of  
2 relief not yet granted by this agency, which might be open to  
3 discernment by the Judicial and Legislative Branches.

4  
5 THE RELIEF REQUEST BY PETITIONER IS DENIED.

6  
7  
8 DATED: 7 2, 1982

  
9 CARL G. JOSEPH  
Hearing Officer

10  
11 ADOPTED  
12 DATED: \_\_\_\_\_, 1982

13 PATRICK W. HENNING  
California Labor  
Commissioner