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BEFORE THE STATE LABOR COMMISSIONER
OF THE STATE OF CALIFORNIA

ROBERT DAVENPORT)	Case No. TAC 43-94
)	
Petitioner,)	
)	DISMISSAL PURSUANT TO
v.)	LABOR CODE § 1700.44(a)
)	FOR LACK OF
AFH TALENT AGENCY, etc., et al.,)	JURISDICTION
)	
Respondent.)	
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Pursuant to the provisions of Labor Code § 1700.44(a), the Labor Commissioner has determined that there can be no dispute within the meaning of Labor Code § 1700.44 as to the amount of a fee due inasmuch as the Labor Commissioner lacks jurisdiction over the controversy.

A thorough reading of the Petition reveals that Petitioner alleges that he entered into an agreement with the Respondent, AFH Talent Agency aka Robb Entertainment Group aka Sherry Robb Literary Properties, whereby RESPONDENT agreed to represent Petitioner "on his book 'The Roots of the Rich and Famous' for a commission of 15%." It is further alleged that RESPONDENT subsequently sold the book to Crown/Harmony Books who provided an advance of \$15,000.00. Petitioner then alleges that he has not been paid all of the moneys advanced to Respondent by Crown/Harmony and Petitioner seeks to recover the sum of \$3,075.00 plus interest and "bank charges".

Labor Code § 1700.4(a) defines the term "talent agency" to mean any "person or corporation who engages in the occupation of procuring, offering, promising, or attempting to procure employment

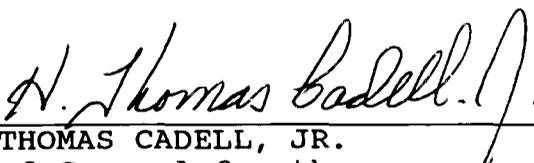
1 or engagement for an artist or artists..." The term "artist" is
2 defined at Labor Code § 1700.44(b) and includes individuals who
3 "are rendering professional services in motion picture, theatrical,
4 radio, television and other entertainment enterprises." Obviously,
5 the activities of procuring or offering to procure employment in
6 the entertainment industry is what requires a license.

7 A literary agent is a person who represents authors in the
8 sale of their works to publishers.

9 It is apparent from a reading of the petition filed with this
10 agency that the complaint regards the alleged failure of the
11 Respondent to remit the remainder of a sum Petitioner contends was
12 paid by Crown/Harmony Books as an advance on the book he wrote. The
13 sum allegedly paid by Crown/Harmony to Respondent represented the
14 sale of rights to literary property and the activities of Respon-
15 dent in this regard falls within the definition of a literary
16 agent. There is no allegation in the petition that the respondent
17 "engage[d] in the occupation of procuring, offering, promising, or
18 attempting to procure employment or engagements" for Petitioner.
19 The respondent simply sold the Petitioner's book: a finished
20 product.

21 The Labor Commissioner has no jurisdiction to entertain the
22 petition filed and the petition is hereby dismissed.

23
24 Dated: August 17, 1994

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26 
27 _____
28 H. THOMAS CADELL, JR.
Chief Counsel for the
State Labor Commissioner

