

1 DIVISION OF LABOR STANDARDS ENFORCEMENT  
2 Department of Industrial Relations  
3 State of California  
4 BY: DAVID L. GURLEY (Bar No. 194298)  
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8 Attorney for the Labor Commissioner

9  
10 BEFORE THE LABOR COMMISSIONER  
11  
12 OF THE STATE OF CALIFORNIA  
13  
14  
15

16 TENTH HOUSE, INC.,	)	TAC 20-00
	)	
	)	
17 Petitioner,	)	
	)	
18 vs.	)	DETERMINATION OF
	)	CONTROVERSY
19 MONTE HALLIS,	)	
	)	
20 Respondent.	)	
	)	
	)	
	)	

21 INTRODUCTION

22 The above-captioned petition was filed on June 29, 2000,  
23 by TENTH HOUSE, INC. (hereinafter "Petitioner"), alleging that  
24 MONTE HALLIS (hereinafter "Respondent"), failed to pay petitioner's  
25 commissions after the petitioner negotiated and procured work for  
26 the respondent as a production designer in the television and  
27 motion picture industries. Petitioner seeks 10% commission on  
respondent's earnings for three projects.

Respondent filed her answer on August 14, 2000, alleging  
the agreement terminated on October 29, 1999, and petitioner is  
consequently not entitled to commissions for engagements performed

1 after that date. Additionally, respondent maintains petitioner  
2 breached the contract by failing to use reasonable efforts on her  
3 behalf.

4 The parties were properly notified and served. The  
5 hearing was scheduled and held on November 17, 2000 in Los Angeles  
6 at the office of the Labor Commissioner. The petitioner  
7 represented herself; respondent failed to appear.

8 Based upon the evidence and arguments presented at this  
9 hearing, the Labor Commissioner adopts the following Determination  
10 of Controversy.

11  
12 FINDINGS OF FACT

13 1. On October 29, 1998, the parties entered into a one-  
14 year written contract, whereby petitioner would act as respondent's  
15 exclusive talent agent for all work performed as a production  
16 designer in the entertainment industry. The contract provided that  
17 petitioner would "use all reasonable efforts" to obtain offers of  
18 employment and negotiate employment contracts. In return,  
19 petitioner was to receive 10% of respondent's earnings.

20 2. Petitioner testified that in the latter part of 1999,  
21 she had contacted several production companies on respondent's  
22 behalf. As a result of those efforts, petitioner secured three  
23 employment engagements for the respondent. According to  
24 petitioner, the respondent performed those services, was timely  
25 paid but failed to remit petitioner's commissions owed under the  
26 agreement. In support of petitioner's claims, she introduced three  
27 deal memorandums executed by Tenth House, Inc. and various

1 production companies, purportedly securing respondent's services  
2 for several television commercials. The deal memos reflected  
3 negotiation efforts, material terms and signatures of both the  
4 production companies and the petitioner. The three deal memos in  
5 controversy included the following:

6 A) On September 27, 1999, a deal memo was executed by  
7 petitioner and Michelle Abbott of "The End" for  
8 respondent's services in the amount of \$5,000.00.

9 B) On October 12, 1999, a deal memo was executed by  
10 petitioner and JJ Morris of "Headquarters" for  
11 respondent's services in the amount of \$3,200.00.

12 C) On November 22, 1999, a deal memo was executed by  
13 petitioner and JJ Morris of "Headquarters" for  
14 respondent's services in the amount of \$4,744.00.

15 3. The petitioner testified that on or around October  
16 29, 1999, the parties entered into an oral modification extending  
17 the relationship beyond the October 29, 1999 termination date.  
18 According to petitioner, the oral extension provided that either  
19 party could unilaterally cancel the agreement upon thirty days  
20 notice. Petitioner states the agreement has never formally been  
21 terminated. By the petition, petitioner seeks 10% commission for  
22 all three aforementioned projects.

23 CONCLUSIONS OF LAW

24  
25 1. Petitioner is licensed by the State of California  
26 as a "talent agency" within the meaning of Labor Code §1700.4(a)  
27

1 under license No. TA-3520.

2 2. Respondents status as an artist was not contested.  
3 Consequently, she is an "artist" within the meaning of Labor Code  
4 §1700.4(b).

5 3. Labor Code §1700.23 provides that the Labor  
6 Commissioner is vested with jurisdiction over "any controversy  
7 between the artist and the talent agency relating to the terms of  
8 the contract," and the Labor Commissioner's jurisdiction has been  
9 held to include the resolution of contract claims brought by  
10 artists or agents seeking damages for breach of a talent agency  
11 contract. Garson v. Div. Of Labor Law Enforcement (1949) 33 Cal.2d  
12 861, Robinson v. Superior Court (1950) 35 Cal.2d 379. Thus, the  
13 Labor Commissioner has jurisdiction to determine this controversy  
14 pursuant to Labor Code §1700.44(a).

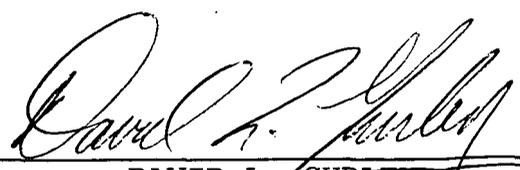
15 4. As a result of the respondent's failure to appear,  
16 petitioner's evidence was not contested. Consequently, the  
17 petitioner has established her burden of proof for all claims.

18  
19 ORDER

20 For the above-stated reasons, IT IS HEREBY ORDERED:  
21 Monte Hallis ("Respondent") pay to Tenth House Inc. ("Petitioner"),  
22 10% of respondent's earnings for the three 1999 projects referenced  
23 at paragraphs 3(A) through (C) of this Determination in the amount  
24 of \$1,294.40; plus interest at the rate of 10% per year in the  
25 amount of \$162.00; for a total award of \$1,456.40.

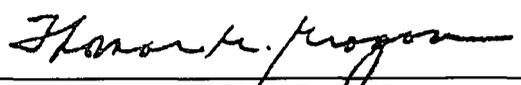
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Dated: 3/7/01

  
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DAVID L. GURLEY  
Attorney for the Labor Commissioner

ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER:

Dated: MAR. 7, 2001

  
\_\_\_\_\_  
TOM GROGAN  
Deputy Chief

