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8 DIVISION OF LABOR STANDARDS ENFORCEMENT
9 DEPARTMENT OF INDUSTRIAL RELATIONS
10 STATE OF CALIFORNIA
11

12 NOLAN NORTH, an individual,) Case No. TAC 23-01
13)
Petitioner,) DETERMINATION OF
14 vs.) TALENT AGENCY CONTROVERSY
15) [8 CCR § 12026]
SJV MANAGEMENT; SJV ENTERPRISES)
16 & ASSOCIATES; and STEVEN VIEIRA,)
17 Respondents.)

18
19
20 INTRODUCTION
21

22 The above-captioned Petition was filed on August 17, 2001 by NOLAN NORTH
23 (“Petitioner”), alleging that SJV MANAGEMENT, SJV ENTERPRISES & ASSOCIATES, and
24 STEVEN VIEIRA (collectively “Respondent”), acted as Petitioner’s talent agent by procuring
25 professional engagements for Petitioner as an actor and entertainer. Petitioner further alleges that
26 Respondent was not licensed as a talent agency pursuant to Labor Code section 1700 et seq., the

1 Talent Agencies Act. .

2 By this Petition, Petitioner seeks a determination that the contract entered into with
3 respondent be deemed void, and requests payment of all booking fees collected by Respondent and
4 not paid to Petitioner and reimbursement for all liquidated damages, advertising expenses and other
5 fees that Respondent charged to Petitioner during the life of the contractual relationship. Finally, the
6 Petition seeks prejudgment interest at 10 percent per annum, and reasonable attorney's fees.

7 The Petition was filed on August 17, 2001. The Petition alleges that Petitioner and
8 Respondent entered into an agreement on November 13, 1996 for Respondent to provide personal
9 manager and talent agent services (petition ¶ 4 p 2), and that Petitioner gave notice to Respondent of
10 termination of the agreement on December 10, 2000 (petition ¶ 7 p 3). The Petition specifies several
11 engagements which Respondent allegedly sought to procure for Petitioner, including "Port Charles",
12 but does not specify dates for the engagements or dates during which income accrued to Petitioner
13 from these engagements (petition ¶ 9).

14 Respondent's Answer to Petition was filed on September 18, 2001. The Answer
15 alleges that Respondent was duly licensed (Answer pp 10:9, 17:11) pursuant to the Talent Agencies
16 Act; the Answer implies Respondent was duly licensed at all relevant times. The Answer also
17 alleges a renewal of the November 13, 1996 written contract on November 18, 2000 (Answer p
18 19:26), with an initial termination date of November 13, 2001 and a presently operative renewal
19 termination date of November 13, 2006 (Answer p 19:21-22).

20 Respondent's underlying Complaint for breach of contract to enforce the November
21 13, 1996 written agreement was filed in the Superior Court for the County of Los Angeles on
22 January 27, 2000 (Exhibit 26). The Complaint expressly seeks commission payments due on
23 Petitioner's role in "Port Charles" from November 1999 to the present (Complaint ¶12), and
24 commission payment due on Petitioner's voice-over residuals in "Family Guy" from January 1999 to
25 the present (Complaint ¶13). Also, Petitioner's Cross- complaint dated February 25, 2000 (Exhibit
26 25) prays for compensatory damages and an order rescinding the contract between petitioner and
27 Respondent (Cross-complaint p 5:20-23).

1 A Talent Agency Controversy ("TAC") hearing was held before the undersigned
2 attorney for the Labor Commissioner acting as Hearing Officer on March 4, March 5 and March 15,
3 2002. Subsequently, the Hearing Officer requested special briefing from the parties, which was
4 provided; the Hearing Officer has reviewed the three-volume reporter's transcript of the proceedings.

5 Petitioner appeared at the hearing and was represented by Martin D. singer, Esq. and
6 Paul N. Sorrell, Esq. of Lavelly & Singer Professional Corporation; Respondent appeared and was
7 represented by Stewart J. Neuville, Esq. of Neuville & Gershfeld. Mr. Nolan North and Mr. Richard
8 Lewis appeared as witnesses called by petitioner; Petitioner also submitted a declaration of Deputy
9 Labor Commissioner Pagalilauan which Ms. Pagalilauan submitted in response to petitioner's
10 subpoena. Mr. Steven Vieira appeared as a witness called by Respondent.

11 Based upon the testimony and evidence presented at the hearing, and on the oral
12 arguments of counsel at the hearing and their subsequent written briefs, the Labor Commissioner
13 adopts the following Determination of Talent Agency Controversy.

14
15 FINDINGS OF FACT

16
17 1. Respondent STEVEN VIEIRA acted as a personal manager for Petitioner, and
18 provided incident talent agent services, commencing October 1996 (Complaint for Breach of
19 Contract, Exhibit 26, ¶ 8), as formalized in a written contract dated November 13, 1996 ("Personal
20 Management Contract", Exhibit 2). The contracting parties were "Nolan North", and "SJV
21 ENTERPRISES & ASSOCS." ACTING BY "Steve Vieira, artist's Manager".

22
23 2. Respondent received commissions from November 16, 1996 through
24 December 6, 1999 (Exhibit 128, Vieira Ledger; Pet Special Bri3f Exhibit F, Special Brief p 13:14-
25 17). No commissions were paid by Petitioner since December 1999 (Pet Special Brief Exhibit F, Pet
26 Special brief p 13:14-17; Exhibit 128 p V0032).

1 3. Respondent took no actions on behalf of Petitioner since November 1999
2 (Resp Special Brief p 6:18, citing Transcript 380:5-9, 600:25, 601:9).

3
4 4. Respondent was licensed as a talent agent in the period December 19, 1995
5 through June 28, 1996 (Exhibit 4); Respondent was unlicensed from June 29, 1996 through March 4,
6 1998, and was again licensed from March 5, 1998 (Declaration of Deputy Labor Commissioner
7 Pagalilauan, Exhibit 131 ¶ 2). The licenses were issued to "Stephen John Vieira DBA: SJV
8 TALENT AGENCY" (Dec of Pagalilauan ¶ 2).

9
10 5. Respondent's efforts to place Petitioner with the Henderson Hogan McCabe
11 Talent Agency ("Henderson Hogan"), and that successful placement, occurred during the period
12 when Respondent was unlicensed (written contract between Petitioner and Henderson Hogan
13 executed on November 26, 1996; Transcript 337:7-11; Exhibit 129). Petitioner started on "Port
14 Charles" in April/May 1997 (Transcript 362:16), as a result of Henderson Hogan's efforts (198:7);
15 this was some eleven months before Respondent was relicensed as a talent agent. Henderson Hogan
16 verified that Respondent was acting as Petitioner's personal manager (Transcript 198:6-9, 16-24).
17 Henderson hogan was licensed as a talent agent and served as Petitioner's theatrical representative
18 when it executed the contract with Petitioner (Exhibit 129 p 8:45; Transcript 410:1-4). Henderson
19 hogan acted as Petitioner's theatrical talent agent through about November 2001 (Transcript 196:23),
20 a period in which Respondent was again licensed. Petitioner has worked continuously on "Port
21 Charles" from April/May 1997 to the present (Exhibit 128; transcript 325:5-16).

22
23 6. Respondent conducted himself as Petitioner's personal manager, and provided
24 incidental procurement services.

25 A. Personal manager activity.

26 Respondent testified that he procured a talent agent license to comply with the Talent
27 Agencies Act, ancillary to his work as a personal manager (Transcript 276:19-23; 278:21-279:3;

1 288:23-24; 289:9-13). Respondent VIEIRA credibly testified that he viewed himself as a personal
2 manager and held himself out as such, notwithstanding that he had a talent agency license (Transcript
3 280:6-13); he told his clients he was a “personal manager” and also told them he was not a “talent
4 agent”, lest the actor end up with two talent agents (Transcript 109:5-110:4; 176:13-18).

5 Through his sworn testimony, Respondent VIEIRA presented substantial and
6 uncontroverted evidence of his personal management activities. Respondent provided living
7 accommodations to Petitioner (Transcript 387:19), re-shot photographs (387:5, 459:16-25), coached
8 Petitioner on audition techniques (287:2-4, 431:12-17, 432:1-16), videotaped performances for later
9 review (431:12-17; 432:1-13), developed press kits (349:12-19), issued press kits (208:21-23,
10 213:25-214:16; 223:8-17, 466:14-19), secured talent agency representation with Henderson and
11 Hogan (407:22-408:10), sought additional agency representation for commercials (Exhibit 9 page
12 V0054, Vieira 9/3/98 letter to SBV; Transcript 467:3-7) and personal appearances (Exhibit 117,
13 Vieira 7/14/97 letter to Polly Barry; Transcript 217:6-218:17; 410:24-413:4). Likewise,
14 Respondent’s record of job bookings, auditions and appointments (Exhibit 5) indicates a substantial
15 amount of personal management activity.

16 Significantly, witness Richard Lewis, a talent agent at Henderson Hogan, testified that
17 Respondent VIEIRA “functioned as Nolan’s manager” (Transcript 198:16-24

18 Witness North also testified that Respondent VIEIRA took photographs and made
19 press kits (Transcript 349:12-15). Witness North admitted that Respondent VIEIRA rendered
20 management services by giving advice and counseling in his career, “somewhat” (Transcript 348:24-
21 349:2); further, North testified that he viewed Respondent VIEIRA as his “personal manager”
22 (381:17-19; 382:9-12).

23
24 B. Incidental procurement services

25
26 The record also contains evidence of Respondent’s attempts to procure work for Petitioner
27 during the unlicensed period (Pet Special Brief p 7:14-19, citing Transcript 137:5-8 and Exhibit 106,
28

1 137:9-13, 14-22, 138:3-6, 139:25-140:6 and Exhibit 108, 156:18-21 and Exhibit 109, 161:24-162:5
2 and Exhibit 110, 189:12-16 and Exhibit 112, 216:18-22; see also Pet special Brief p 14:15-22 -
3 17:10). Respondent VIEIRA explained "I was hoping he (North) would book something big, and
4 then I could get an agent do the negotiation" (Transcript 163:15-16); this explanation was in the
5 context of commercials, but it applies equally to other engagements not covered by a theatrical talent
6 agent.

7
8 7. Respondent did not commit any fraud on Petitioner, or otherwise. Petitioner
9 claims Respondent guilty of wrongdoing (fraud, breach of fiduciary duty), so Petitioner has the
10 burden of proof on that issue (Evidence Code section 520). Respondent VIEIRA demonstrated
11 candor, as well as naivete, when he admitted under oath that the Marina Del Rey address and SJV
12 Talent Agency phone number appearing on the talent agency license application were "false"
13 (Transcript 274:13-275:7; significantly, Respondent VIEIRA credibly testified that he prepared the
14 license application without assistance from legal counsel (167:18-168:8). There was no intent to
15 have the license cover business activity at more than one location (which Labor Code section
16 1700.20 prohibits). Petitioner's contention that Respondent "concealed" its talent agency license
17 (Pet Special Brief p 18:25) is unfair; rather Respondent VIEIRA's silence about the license is
18 consistent with his position that he functioned as a personal manager, not a talent agent.

19
20 8. Respondent's Ledger (Exhibit 128; Transcript pages 312:18 - 320:20) shows
21 15% commissions earned on various Petitioner engagements. The Ledger shows Port Charles entries
22 begin on April 28, 1997 and end on December 6, 1999. The Ledger indicates the following ten
23 engagements, other than for "Port Charles", during the unlicensed period (June 29, 1996 through
24 March 4, 1998): "IBM Lotus" [the first entry, on November 16, 29996], "Hospital Video", "Nikki
25 Nelson", "Visual Eyes", "Nike", "Sweet Valley High", "Gatorade", "General Hospital", "Sony".
26 "Home and Family" [September 15, 1997]. The Ledger indicates the following five engagements
27 during the again-licensed period (March 5, 1998 on): "Activision" [July 28, 1998], "Interstate 82"
28

1 [same date], "Matchgame", "Appearance", "Family guy" [January 30, 1999; December-6, 1999 "not
2 paid"].

3
4 LEGAL CONCLUSIONS

5
6 1. Whether the Hearing Officer has jurisdiction in this proceeding over Count II of the
7 Petition, since Labor Code section 1700.22 invokes the California Administrative Procedure Act.

8
9 No, the Hearing Officer does not have jurisdiction in this proceeding over Count II of
10 the Petition, because the instant proceeding is conducted pursuant to Chapter 5 (commencing at
11 Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code. Chapter 5 pertains to
12 proceedings conducted by an administrative law judge ("ALJ") appointed through the Office of
13 Administrative Hearings ("OAH"), not by a hearing officer appointed by the Labor Commissioner.
14 See e.g. Government Code sections 11370.3 [OAH director appoints and maintains staff of ALJ's],
15 11502(a) [all hearings of state agencies under Chapter 5 to be conducted by OAH ALJ's], 11503
16 [hearing to revoke, suspend, limit or condition license to be initiated by accusation verified by
17 agency employee]. Labor Code section 1700.22 commands the Labor Commissioner to afford a
18 license holder a hearing before revoking or suspending a license, and it expressly invokes Chapter 5
19 as cited above, the formal hearing portion of the Administrative Procedure Act.

20
21 2. Whether the licenses issued to "STEPHEN JOHN VIEIRA DBA: SJV TALENT
22 AGENCY" apply to Respondents in this TAC proceeding "SJV MANAGEMENT," "SJV
23 ENTERPRISES & ASSOCIATES" and/or STEVEN VIEIRA".

24
25 Yes, the licenses apply to all Respondents in this TAC proceeding. Use of a fictitious
26 business name does not create a new legal entity separate and distinct from the person operating the
27 business. Pinkerton's, Inc. V. Superior Court of Orange County (Schreiber) (4th Dist 1997) 49 Cal

1 app 4th 1342 at 1348. Therefore, the various Respondent entities are all the same “person” pursuant
2 to Labor Code section 1700.20 (“no license shall protect any other than the person to whom it is
3 issued”).

4 A finding that Respondent VIEIRA did not use the dba “SJV MANAGEMENT” in the
5 course of his dealings with Petitioner is appropriate, as the evidence is uncontroverted that this was
6 not a business name of Respondent VIEIRA (Resp Special Brief p 4 n.2; Pet Special Brief p 5:11,
7 25-26). Nevertheless, because the underlying complaint was filed by plaintiff ‘STEVEN VIEIRA,
8 individually and dba SJV MANAGEMENT” and that complaint was not amended before the instant
9 Petition was filed, the Respondent “SJV MANAGEMENT” should not be stricken from the instant
10 Petition.

11 Respondent “Steven Vieira dba SJV Enterprises & Associates” having answered the Petition,
12 it would be improper to grant a motion to enter the default of “SJV MANAGEMENT” for failure to
13 expressly answer the Petition.

14
15 3. Whether any activity by Respondent prior to August 17, 2000 is relevant to this TAC
16 proceeding, since Labor Code section 1700.44(c) provides that

17 “No action or proceeding shall be brought pursuant to this chapter [Chapter 4 Talent
18 Agencies] with respect to any violation which is alleged to have occurred more than one year
19 prior to commencement of the action or proceeding.”

20 Moneys that Respondent received from Petitioner prior to August 17, 2000 are not subject to
21 disgorgement for failure to comply with the Talent Agencies Act, pursuant to the one-year statute of
22 limitations set forth above, and as applied herein. But Petitioner’s attack on Respondent’s claim of
23 entitlement in the underlying Superior court action, to commissions accruing from August 17, 2000
24 to the present, is not time-barred by this statute.

25 The parties stipulated that no moneys were paid to Respondent in the one-year period before
26 the Petition was filed on August 17, 2001 (Transcript 52:6-13). But Respondent’s underlying
27 Complaint for breach of contract to enforce the November 13, 1996 written agreement, filed in the
28 Superior Court for the County of Los Angeles on January 27, 2000 (Exhibit 26), expressly seeks

1 commission payments due on Petitioner's role in "Port Charles" from November 1999 to the present
2 (Complaint ¶ 12), and commission payments due on Petitioner's voice-over residuals in "Family
3 Guy" from January 1999 to the present (Complaint ¶13), as well as a prayer for compensatory
4 damages according to proof (Complaint p 5:10). Also, Petitioner's Cross-complaint dated February
5 25, 2000 (Exhibit 25) prays for compensatory damages and an order rescinding the contract between
6 Petitioner and Respondent (Cross-complaint p 5:20-23).

7 The one-year statute of limitations found in Labor Code section 1700.44(c) does not bar
8 Petitioner from asserting the defense of illegality in any court action or Labor Commissioner
9 proceeding brought by Respondent to enforce the provisions of a contract between the parties; Styne
10 v. Stevens (2001) 26 Cal 4th 42 at 51. But Labor Code section 1700.44(c) explicitly bars any claim
11 for affirmative relief based on a violation occurring more than one year before the petition filing
12 date. Here, the alleged illegal acts as well as the final payment by Petitioner to Respondent under the
13 contract all occurred more than one year prior to August 17, 2001 (last commission paid December
14 1999, last services performed November 1999). Therefore, affirmative claims by Petitioner for
15 restitution or disgorgement of amounts paid by petitioner before August 17, 2000, based on violation
16 of the Talent Agencies Act, are time-barred.

17 Barring an unusual equitable circumstance not present here, the one-year statute of
18 limitations provided for pursuant to Labor Code section 1700.44(c) is governed by the filing date of
19 the artist's Petition, not the earlier date of the Superior Court action filed by the talent agent; Rooney
20 v. Levy (Cal Lab Comm, Feb 10, 1995) TAC No. 66-92, pp 2:3, 7:27 (Pet Special Brief Exhibit C),
21 cf. Hyperion Animation Company v. Toltec Artists (Cal Lab Comm, c. Dec 27, 1999) TAC No. 7-
22 99, pp 13:4-8, 15:21 (Pet Special Brief Exhibit A).

23 Petitioner argues for applicability of a four-year statute of limitations pursuant to California
24 Code of Civil Procedure section 343 for breach of fiduciary duty, for acts complained of in the four
25 years previous to the August 17, 2001 Petition filing date (Pet Special Brief p 13:12-13). This would
26 appear to be consistent with the relief requested by Petitioner in his Superior Court action Cross-
27 complaint dated February 25, 2000 (Exhibit 25). Accordingly, Petitioner asks the Labor

1 Commissioner to make an affirmative award of damages, in this Petition proceeding, from August
2 1997 (Pet Special Brief p 13:13m 18-19), citing Pryor v. Franklin (Cal Lab Comm, Aug 12, 1982)
3 TAC No. 17MP114a (Pet Special Brief Exhibit E). But in Pryor, Respondent Franklin apparently
4 did not raise a statute of limitations defense (see Pryor p 23:10-24); a decision is not authority for
5 issues not discussed therein.

6
7 4. The evidentiary value of Petitioner's Exhibit 128 (see transcript pages 312:18 -
8 320:20).

9
10 Respondent's Ledger (Exhibit 128) is most valuable to indicate when paying engagements
11 were initiated, i.e. during the unlicensed period, or after Respondent was again licensed; the Ledger
12 also illustrates the substantial value of the "Port Charles" engagement to the parties. The Ledger also
13 illustrates Respondent's 15% commission calculations, pursuant to the November 13, 1996
14 "Personal Management Contract".

15 Based on Conclusion of Law #3, supra, the Ledger will not be used herein to calculate
16 disgorgement damages for alleged fraud.

17
18 5. Whether the contract between Petitioner and Respondent is void ab initio.

19
20 The thrust of respondent's argument is that he "is a personal manager who has a talent agency
21 license to cover any solicitation or procurement of employment incidental to his personal manager
22 activities" [see Answer to Petition page 15, lines 15-17]. Respondent assumes that by his obtaining a
23 talent agency license, he may conduct himself primarily as a personal manager, but then switch hats
24 and act as a talent agent when the opportunity suits him. That issue need not be addressed here as
25 the respondent was unlicensed between June 29, 1996 through March 4, 1998 and attempted to
26 procure employment for North in commercials during the unlicensed period without the assistance of
27 a licensed agent.

1 In 1982, AB 997 established the California Entertainment Commission. Labor Code
2 §1702 directed the Commission to report to the Governor and the Legislature as follows:

3 "The Commission shall study the laws and practices of this state, the
4 State of New York, and other entertainment capitals of the United
5 States relating to the licensing of agents, and representatives of artists
6 in the entertainment industry in general,..., so as to enable the
7 commission to recommend to the Legislature a model bill regarding
8 this licensing."

9 Pursuant to statutory mandate the Commission studied and analyzed the Talent Agencies Act
10 in minute detail. The Commission concluded that the Talent Agencies Act of California is a sound
11 and workable statute and that the recommendation contained in this report will, if enacted by the
12 California Legislature, transform that statute into a model statute of its kind in the United States. All
13 recommendations were reported to the Governor, accepted and subsequently signed into law.

14 The major, and philosophically the most difficult, issue before the Commission, the
15 discussion of which consumed a substantial portion of the time was this first issue: When, if ever,
16 may a personal manager or, for that matter, anyone other than a licensed talent agent, procure
17 employment for an artist without obtaining a talent agent's license from the Labor Commissioner?

18 (Commission Report p. 15)

19 The Commission considered and rejected alternatives which would have allowed the personal
20 manager to engage in "casual conversations" concerning the suitability of an artist for a role or part

21 ... (Commission Report p. 18-19)

22 As noted, all of these alternatives were rejected by the Commission. The Commission concluded:

23 "[I]n searching for the permissible limits to activities in which an
24 unlicensed personal manager or anyone could engage in procuring
25 employment for an artist without being license as a talent agent,... there
26 is no such activity, there are no such permissible limits, and that the
27 prohibitions of the Act over the activities of anyone procuring
28 employment for an artist without being licensed as a talent agent must
29 remain, as they are today, total. Exceptions in the nature of incidental,
30 occasional or infrequent activities relating in any way to procuring
31 employment for an artist cannot be permitted: one either is, or is not,
32 licensed as a talent agent, and, if not so licensed, one cannot expect to
33 engage, with impunity, in any activity relating to the service which a
34 talent agent is licensed to render. **There can be no 'sometimes' talent
35 agent, just as there can be no 'sometimes' doctor or lawyer or any**

1 **other licensed professional.”** (Commission Report p. 19-
20)(emphasis added)

2
3 In our case, the testimony was clear that at times the respondent submitted the respondent’s
4 photos and resume, attempting to procure commercial employment on petitioner’s behalf without a
5 license and without the assistance and therefore, not “at the request of” a licensed talent agent¹.

6 Respondent argues that a personal manager can seek employment for his client as part of a
7 cooperative effort with a licensed talent. Waisbren v. Peppercorn 41 Cal.App.4th 246, 259. In
8 Waisbren, unlike here, 1700.44(d) was not in issue as Waisbren did not contend that the exception
9 was applicable. Waisbren, supra, FN15. The Waisbren court simply makes a general statement
10 without further explanation or elaboration. Consequently, the Labor Commissioner considers the
11 statement dicta.

12 Further, respondent asserts that Labor Commissioner Determination, Wesley Snipes v.
13 Dolores Robinson Entertainment, TAC 36-96 expands §1700.44(d), by allowing a manager to
14 submit the artist, “as long as the activities were done as part of a ‘team effort’ with a licensed agent.”
15 This case is distinguishable because petitioner’s licensed agent unequivocally indicated that neither
16 he nor his agency attempted to procure commercial engagements for North. Conversely, the
17 evidence established that the respondent submitted the petitioner for “hundreds” of commercials over
18 the years. The hearing officer in Snipes expressly stated, “it is clear that she [the manager] acted at
19 the requests of and in conjunction with a licensed talent agency within the meaning of Labor Code
20 section 1700.44(d) **at all times.**” Snipes, supra p.7

21 Respondent has met its burden of proof of compliance with section 1700.44(d), with respect
22 to Petitioner’s role on “Port Charles”. See Finding of Fact #5. But respondent did not meet its
23 burden of proof of compliance with section 1700.44(d), with respect to the other engagements
24 undertaken in the unlicensed period (listed in finding of fact # 8). Therefore, the respondent was
25 acting as an unlicensed talent agent during the contractual term.

26
27 ¹ Labor Code §1700.44(d) states, “It is not unlawful for a person ... which is not licensed pursuant to this
28 chapter to at in conjunction with and at the request of, a licensed talent agency in the negotiation of an
employment contract”

1 In Waisbren v. Peppercorn Production, Inc (1995) 41 Cal.App.4th 246, the court held that
2 any single act of procuring employment subjects the agent to the Talent Agencies Act's licensing
3 requirements, thereby upholding the Labor Commissioner's long standing interpretation that a
4 license is required for any procurement activities, no matter how incidental such activities are to the
5 agent's business as a whole. Applying Waisbren, it is clear respondent acted in the capacity of an
6 unlicensed talent agency within the meaning of §1700.4(a).

7 The aforementioned 1996 agreement between the parties are hereby void *ab initio* and are
8 unenforceable for all purposes. Waisbren v. Peppercorn Inc., supra, 41 Cal.App. 4th 246; Buchwald
9 v. Superior Court, supra, 254 Cal.App.2d 347.

10
11 6. Whether any party is entitled to costs and attorney's fees.

12
13 Petitioner withdrew its request for costs and attorney's fees (Special Brief p 13:22);
14 no costs or fees are awarded.

15
16 ORDER

17
18 For the above-stated reasons, IT IS HEREBY ORDERED as follows:

19 The instant Petition to determine controversy pursuant to Labor Code section
20 1700.44 is GRANTED, as follows:

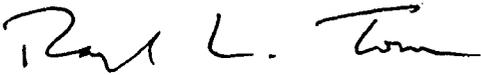
21 For the above-stated reasons, IT IS HEREBY ORDERED that the 1996 contract
22 between petitioner NOLAN NORTH and SJV MANAGEMENT; SJV ENTERPRISES &
23 ASSOCIATES; STEVEN VIEIRA, is unlawful and void *ab initio*. Respondent has no enforceable
24 rights under that contract.

25 Having made no showing that the respondent collected commissions within the one-year
26 statute of limitations prescribed by Labor Code §1700.44(c), petitioner is not entitled to a monetary
27 recovery.

1 The Labor Commissioner lacks jurisdiction in this proceeding over Count II of the Petition,
2 that Respondent's talent agent license be revoked pursuant to Labor Code section 1700.21.
3
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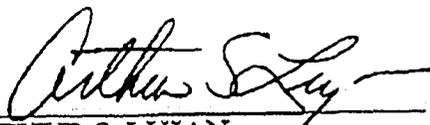
5 DIVISION OF LABOR STANDARDS
6 ENFORCEMENT, Department of
7 Industrial Relations, State of California

8 Dated: January 22 , 2003

9 By: 
10 RAYMOND L. TOWNE
11 Hearing Officer

12 ADOPTED AS THE DECISION OF THE LABOR COMMISSIONER

13 Dated: January 22, 2003

14 By: 
15 ARTHUR S. LUJAN
16 State Labor Commissioner
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