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STATE OF CALIFORNIA  
2 DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STANDARDS ENFORCEMENT  
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7

8 **BEFORE THE LABOR COMMISSIONER**  
9 **OF THE STATE OF CALIFORNIA**  
10

11 ALEXANDRA PAUL,

CASE NO. TAC 24564

12 **DETERMINATION OF**  
13 **CONTROVERSY**

13 Petitioner,

14 vs.

16 CHRISTOPHER NASSIF & DIVERSE  
TALENT GROUP,

17 Respondents.  
18

19  
20 The above-captioned matter, a Petition to Determine Controversy under  
21 Labor Code §1700.44, came on regularly for hearing on April 3, 2012 in Los Angeles,  
22 California, before the undersigned attorney for the Labor Commissioner assigned to hear  
23 this case. Petitioner ALEXANDRA PAUL appeared in pro per. Respondents  
24 CHRISTOPHER NASSIF & DIVERSE TALENT GROUP were properly served with the  
25 Petition but failed to appear.

26 Based on the evidence presented at this hearing and on the other papers on  
27 file in this matter, the Labor Commissioner hereby adopts the following decision:

28 ///

**FINDINGS OF FACT**

1  
2           1.     Petitioner ALEXANDRA PAUL, (hereinafter, "PAUL"), is a  
3 professional actress.

4           2.     During the relevant time period, Respondents CHRISTOPHER  
5 NASSIF & DIVERSE TALENT GROUP ("DTG") were licensed as a talent agency in the  
6 state of California and served as PAUL'S talent agency.

7           3.     On or about March 18, 2011, PAUL was offered a role in the motion  
8 picture entitled "*No One to Blame.*" PAUL was promised \$22,500 for 15 days of shooting  
9 in Los Angeles beginning on April 2, 2011.

10          4.     PAUL completed the shoot and in April 2011, received payments  
11 directly from the production company totaling \$1,956.23.

12          5.     On or about April 26, 2011, the production company sent the  
13 remainder of PAUL'S pay, \$20,543.77, directly to her talent agency, DTG.

14          6.     On June 9, 2011, DTG paid PAUL the total sum of \$3,697.87.

15          7.     DTG failed to pay PAUL the remaining balance of \$14,595.90  
16 (\$16,845.90 balance owed less 10% commission of \$2,250).

17          8.     On or about July 21, 2011, PAUL received a letter from DTG  
18 informing her that DTG had been the victim of fraud on the part of an outside agency  
19 hired to help DTG expand its business. DTG explained in the letter that unbeknownst to  
20 DTG, a member from the outside agency collected payments sent into DTG's clients and  
21 cashed the payments. As such, DTG was in the process of setting up a payment plan to  
22 pay back its clients, including PAUL, the monies embezzled by the outside group.

23          9.     On September 9, 2011, PAUL received an email from DTG's  
24 attorney confirming that a payment plan was being set up to repay monies owed to DTG's  
25 clients.

26          10.    On September 26, 2011, PAUL filed a Petition to Determine  
27 Controversy seeking the unpaid balance of \$14,595.90.

28          11.    In October or November, 2011, after filing her Petition to Determine

1 Controversy, PAUL received \$11,222.24 through the surety bond posted with the Labor  
2 Commissioner. As such, at the time of this hearing, PAUL was only owed \$3,373.66  
3 from DTG.

#### 4 LEGAL ANALYSIS

5 1. PAUL, a professional actress, is an "artist" within the meaning of  
6 Labor Code §1700.4(b).

7 2. DTG is a licensed talent agency. Labor Code §1700.25(a) provides:

8 (a) A licensee who receives any payment of funds on  
9 behalf of an artist shall immediately deposit that  
10 amount in a trust fund account maintained by him or  
11 her in a bank or other recognized depository. The  
12 funds, less the licensee's commission, shall be  
13 disbursed to the artist within 30 days after receipt.  
However, notwithstanding the preceding sentence, the  
licensee may retain the funds beyond 30 days of receipt  
in either the following circumstances:

14 ~~(1) To the extent necessary to offset an~~  
15 ~~obligation of the artist to the talent agency that is~~  
16 ~~then due and owing.~~

17 (2) When the funds are the subject of a  
18 controversy pending before the Labor  
19 Commissioner under Section 1700.44  
concerning a fee alleged to be owed by the artist  
to the licensee.

20 The evidence presented shows that a check for \$20,543.77 was sent to DTG by the  
21 production company on April 26, 2011 for PAUL'S work on the motion picture  
22 production "*No One to Blame*." Furthermore, the evidence established that PAUL'S total  
23 earnings from this check (less the 10% commission owed to DTG) were never forwarded  
24 to PAUL with the exception of \$3,697.87 paid in June, 2011.

25 No evidence was presented that the funds were retained in order to offset an  
26 obligation of PAUL to DTG nor were the funds the subject of a controversy pending  
27 before the Labor Commissioner concerning a fee alleged to be owed by PAUL to DTG.

28 The evidence established that PAUL collected an additional \$11,222.24 through

1 the bond company after October, 2011 but is still owed \$3,373.66 from DTG.

2 3. Labor Code §1700.25(e) provides:

3 If the Labor Commissioner finds, in proceedings under  
4 Section 1700.44, that the licensee's failure to disburse  
5 funds to an artist within the time required by  
6 subdivision (a) was a willful violation, the Labor  
7 Commissioner may, in addition to other relief under  
8 Section 1700.44, order the following:

9 (1) Award reasonable attorney's fees to the  
10 prevailing artist.

11 (2) Award interest to the prevailing artist on the  
12 funds wrongfully withheld at the rate of 10  
13 percent per annum during the period of the  
14 violation.


15 DTG'S failure to pay PAUL the outstanding monies owed constitutes a willful  
16 violation under Labor Code §1700.25(e). DTG has acknowledged owing the debt but has  
17 failed to pay the amount owed to date, 13 months after payment was due to PAUL.  
18 Accordingly, we award interest on the unpaid monies.

19 **ORDER**

20 For the foregoing reasons, Petitioner ALEXANDRA PAUL is entitled to  
21 collect \$3,373.66 in unpaid earnings plus \$346.61 in interest (calculated at 10% interest  
22 on \$3,373.66 from May 26, 2011 the date such monies were due, to the date of this  
23 determination, June 4, 2012, 375 days) for a total amount of **\$3,720.27** due from  
24 Respondents CHRISTOPHER NASSIF & DIVERSE TALENT GROUP.

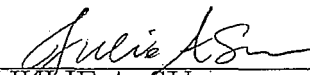
25 DATED: June 12, 2012

26 Respectfully submitted,

27 By:   
28 EDNA GARCIA EARLEY  
Attorneys for the Labor Commissioner

29 **ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER**

30 Dated: June 12, 2012

31 By:   
32 JULIE A. SU  
33 State Labor Commissioner

