STATE OF CALIFORNIA
Division of Labor Standards Enforcement
Department of Industrial Relations
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Attorney for the State Labor Commissioner

BEFORE THE LABOR COMISSIONER

STATE OF CALIFORNIA

DANIEL LEE, Petitioner, v. DIVERSE TALENT GROUP, INC. Respondent.	NO. TAC-23765 **DETERMINATION OF CONTROVERSY**

This matter, a Petition to Determine Controversy under Labor Code §1700.44, came regularly for hearing in Los Angeles, California, before the undersigned attorney for the Labor Commissioner assigned to hear the case. Petitioner DANIEL LEE (hereinafter referred to as 'LEE") appeared and represented himself at the hearing. The respondent DIVERSE TALENT GROUP, INC. (hereinafter referred to as "DIVERSE") was properly served with the Notice of Hearing, but failed to appear. The respondent did not file an answer to the petition.

FINDINGS OF FACT

1. DANIEL LEE is an artist, as that term is defined in Labor Code Section 1700.4, and rendered services for which he was represented by DIVERSE TALENT GROUP, INC.

2. DIVERSE TALENT GROUP, INC. was a talent agency within the definition

set forth in Labor Code Section 1700.4.

3. DIVERSE procured employment for the petitioner to perform services for the Draft FCB advertising agency in the production of a television commercial for The Boeing Company. As Mr. Lee's agent, Diverse Talent Group, Inc. was the designated payee for Mr. Lee's wages. The evidence shows that the Talent Partners payroll service issued a check dated May 18, 2011 for Mr. Lee's wages on that job in the gross amount of $5,000.00.

4. The evidence further shows that while DIVERSE produced a check dated May 25, 2011 made payable to the petitioner, Mr. Lee did not receive the check from DIVERSE until June 28, 2011. After deductions required by statute and the agency's commission pursuant to Mr. Lee's contract with the agency, the net amount of the check was $3,987.50.

5. LEE deposited the check in his bank account on June 28, 2011, but the bank informed Mr. Lee on July 6, 2011 that there were not sufficient funds in DIVERSE's account to cover the check, and deducted the amount of the check from Mr. Lee's account, together with a returned check fee of $20.00.

6. Following the bank's rejection of the check, LEE contacted the respondent and informed them that their check had bounced. The respondent advised Mr. Lee to deposit the check again, assuring him that there would be sufficient funds in the account to cover the check.

7. On July 12, 2011, Mr. Lee deposited the check a second time. On July 21, 2011, the bank informed him that the check had been rejected a second time. Consequently, the bank again deducted the amount of the check from Mr. Lee's account, together with a second $20.00 returned check fee.

8. Mr. Lee subsequently contacted respondent DIVERSE to again demand his wages, but the respondent stated that the company did not have sufficient funds to pay him.

LEGAL ANALYSIS

The respondent in this action did not answer the petition, and failed to attend the hearing conducted in the matter, this in spite of having been properly served with the petition and a Notice to Answer.

There being nothing before the Labor Commissioner to contradict Mr. Lee's credible testimony and documentary evidence with regard to the amounts earned and the amounts paid to Mr. Lee by the respondent, the amount claimed by Mr. Lee is found to be due from the respondent.

CONCLUSION

The Labor Commissioner finds that petitioner Daniel Lee performed work which was procured by respondent Diverse Talent Group, Inc. pursuant to an agreement which allowed the payment for Mr. Lee's work to be made to Diverse Talent Group, acting as Mr. Lee's representative. Respondent Diverse Talent Group, Inc. received payment for the work at issue in the complaint, $3,987.50 of which was lawfully due to Mr. Lee. The respondent issued a check for $3,987.50 to Mr. Lee, but the check was rejected twice by Mr. Lee's bank for non-sufficient funds. As a consequence of the respondent's payment with a non-sufficient funds check, Mr. Lee incurred bank charges in the amount of $40.00, which Mr. Lee paid to his bank.

Accordingly, petitioner Daniel Lee is awarded $3,987.50 in wages and $40.00 for consequential damages. Interest is awarded on the wages at the legal rate from June 18, 2011 in the amount of $733.00, for a total award of $4,760.50.

Dated: May 15, 2013

Respectfully submitted

By: _____
MICHAEL N. JACKMAN
Attorney for the State Labor Commissioner

ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSONER

Dated: May 15, 2013

By: _____
JULIE A. SU
Labor Commissioner, State of California

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS ENFORCEMENT
CERTIFICATION OF SERVICE BY MAIL
(C.C.P. 1013A) OR CERTIFIED MAIL

I, JUDITH A. ROJAS, do hereby certify that I am a resident of or employed in the County of San Diego, over 18 years of age, not a party to the within action, and that I am employed at and my business address is: 7575 Metropolitan Drive, Suite 210, San Diego, CA 92108-4421

On May 17, 2013, I served the within **DETERMINATION OF CONTROVERSY** by placing a true copy thereof in an envelope addressed as follows:

Daniel Lee
1634 Edgecliffe Drive
Los Angeles, CA 90026

Diverse Talent Group, Inc.
Neil Evans, Agent
7055 Trolleyway Street
Playa Del Rey, CA 90293

Diverse Talent Group, Inc.
Neil Evans, Agent
13351 D Riverside Dr., Suite 612
Sherman Oaks, CA 91423

Diverse Talent Group, Inc.
Neil Evans, Agent
9911 W. Pico Blvd., Ste. 350 W
Los Angeles, CA 90035

and then sealing the envelope and with postage and certified mail fees (if applicable) thereon fully prepaid, depositing it for pickup in this city by:

_____ Federal Express Overnight Mail

___X___ Ordinary First Class Mail

I certify under penalty of perjury that the foregoing is true and correct.

Executed on May 17, 2013, at San Diego, California.

Judith A. Rojas
JUDITH A. ROJAS

Case No. TAC-23765

PROOF OF SERVICE