

1 STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
2 DIVISION OF LABOR STANDARDS ENFORCEMENT
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8 BEFORE THE LABOR COMMISSIONER
9 OF THE STATE OF CALIFORNIA
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11 SHARON ALSINA,
12 Petitioner,
13 vs.
14 PACIFIC TALENT & MODELS, INC.
15 Respondent.
16

CASE NO. TAC-52785
DETERMINATION OF CONTROVERSY

17 **I. INTRODUCTION**

18 The above-captioned matter, a Petition to Determine Controversy under Labor
19 Code §1700.44, came on for hearing before the undersigned attorney for the Labor
20 Commissioner. Petitioner SHARON ALSINA, an individual, (hereinafter “ALSINA”) appeared
21 in *pro per*. Respondent PACIFIC TALENT & MODELS, INC., (hereinafter “PTM”) appeared
22 through PTM’s CEO, Jeff Donaldson.

23 Based on the evidence presented at this hearing and on the other papers on file in
24 this matter, the Labor Commissioner hereby adopts the following decision.

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1 **II. FINDINGS OF FACT**

2 1. On or about May 23, 2019, ALSINA and PTM entered into an Exclusive Contract
3 Between Artist and Talent Agency (hereinafter “Agency Contract”) whereby PTM served as
4 ALSINA’s licensed talent agent for two years.

5 2. Paragraph 3 of the Agency Contract provides that ALSINA would pay PTM “ten
6 percent (10%) of the gross compensation of union work and twenty percent (20%) of the gross
7 compensation of non-union work ...” for all monies received by ALSINA for work performed in
8 the entertainment industry during the term of the Agency Contract.

9 3. PTM is a California licensed talent agent and remained a licensed agent
10 throughout the parties’ relationship. The Labor Commissioner approved the Agency Contract
11 including the 20% commission fee charged by PTM for securing non-union work; and the 10%
12 commission rate for union work.

13 4. On September 25, 2020, PTM secured ALSINA two (2) voice over jobs with Sony
14 Interactive Entertainment, LLC (hereinafter “SIE”). ALSINA believed the jobs collectively paid
15 \$1,800.00 for one day’s work; PTM would receive a \$300.00 commission rate off the top and
16 ALSINA would receive \$1,500.00.¹

17 5. On or around September 28, 2020, ALSINA signed an agreement between
18 ALSINA and the production company SEI (hereinafter “Talent Agreement”). The Talent
19 Agreement specified the financial terms for the voice over jobs as follows:

20 One Thousand Eight Hundred Dollars (\$1,800.00) which includes \$750.00 +
21 20% agency fee for voicing each one of two packs – “Cyberpunk” and
22 “Metal”, at the session on September 28, 2020.

23 6. ALSINA completed the two voice over jobs, and on November 25, 2020, PTM
24 issued ALSINA a check for \$1,200.00, ostensibly retaining \$300.00 off the top of the \$1,800.00
25 payment issued by SEI to PTM as an “Agency Fee”. PTM then retained an additional 20% or
26 \$300.00 from ALSINA’s \$1,500.00 earnings as PTM’s 20% commission rate.

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28 ¹ 20% of \$1,800.00 is \$360.00, leaving ALSINA a payment of \$1,440.00 and not \$1,500.00. ALSINA did not explain this discrepancy at hearing.

1 5. This issue was discussed by the Labor Commissioner in *Shazi Ali aka Shazda*
2 *Deen v. Nouveau Model and Talent Management, Inc., (Ali) TAC 14198*. The Labor
3 Commissioner concluded in *Ali*,

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5 [s]o long as said fees are not “registration fees” or fees charged for
6 services expressly listed in Labor Code §1700.40(b) (or similar
7 services), and are not intended to be part of an artist’s compensation
8 (even though they may be based on a percentage of the artist’s total
9 earnings), we find that the Agency Fees are between the talent
10 agency and the third party companies and the Labor Commissioner
11 has no jurisdiction over such fee arrangements. We note that the
12 evidence, however, must clearly establish that the Agency Fee is
13 separate and apart from the fees the production company pays to the
14 artist. There must be no question that the fees are intended for the
15 agency and are not meant for the artist. *Shazi Ali aka Shazda Deen*
16 *v. Nouveau Model and Talent Management, Inc., TAC 14198* at pg.
17 4.

18 6. However, in *Cargle v. Howard, TAC 36595* (hereinafter “*Cargle*”), the Labor
19 Commissioner announced that where an “Agency Fee” was actually intended for the artist, it was
20 illegal for an agent to collect it as their own. The situation here is analogous to *Ali*, as the
21 evidence supports a finding that the “agency fees” were not intended to be a portion of
22 Petitioner’s compensation. Specifically, the Talent Agreement clearly identifies the payment for
23 each job was \$750.00 for total earnings of \$1,500.00. According to the approved Agency
24 Contract, PMT is entitled to 20% of ALSINA’s earnings of \$1,500.00 or \$300.00 and ALSINA is
25 therefore entitled to \$1,200.00.

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ORDER

For the reasons set forth above, the Petition to Determine Controversy is DENIED.
IT IS SO ORDERED.

Dated: March 30, 2022

Respectfully submitted,

By: 

DAVID L. GURLEY
Attorneys for the Labor Commissioner

ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER

Dated: March 30, 2022

By: 

LILIA GARCIA-BROWER
California State Labor Commissioner