

1 STATE OF CALIFORNIA  
2 DEPARTMENT OF INDUSTRIAL RELATIONS  
3 DIVISION OF LABOR STANDARDS ENFORCEMENT  
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9 Special Hearing Officer for the Labor Commissioner

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BEFORE THE LABOR COMMISSIONER  
OF THE STATE OF CALIFORNIA

JENNIFER GITTINGS, an individual,

Petitioner,

vs.

SKY TALENT AGENCY, a business entity of  
unknown form, JOHN DURZI, ISAM  
DURZI, EHAB DURZI, an individual and  
Agents of SKY TALENT, DOES 1 to 100,  
inclusive.

Respondents.

CASE NO.: TAC-20338

DETERMINATION OF  
CONTROVERSY

The above-captioned matter, a petition to determine controversy under Labor Code §1700.44, came on regularly for hearing on June 8, 2011 in Los Angeles, California, before the undersigned attorney for the Labor Commissioner assigned to hear this case. Petitioner JENNIFER GITTINGS (hereinafter "Petitioner") appeared personally and was represented by Sina Sayyah, Esq. Respondents JOHN DURZI, ISAM DURZI, and EHAB DURZI (hereinafter "Respondents") were each served with the petition and notice of this hearing but failed to appear. No service was made on SKY TALENT AGENCY which is actually a business name and not a business entity.



- 1           6.     In September, 2005, however, the checks from Respondents to Petitioner  
2           stop coming for a while. Eventually, the delayed checks were caught up  
3           and timely payments resumed.
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- 5           7.     In August, 2006, the payments stopped coming again and Petitioner was not  
6           being paid all the money that was due. Petitioner later learned that she had  
7           not been paid the amount due her on 4 checks received by Respondents  
8           from Talent Partners in 2006.
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- 10          8.     An earnings report received by Petitioner from Talent Partners around  
11          October 12, 2007 alerted Petitioner to the fact that she had not been paid on  
12          6 checks received by Respondents in 2007.
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- 14          9.     Petitioner contacted Respondents but was met with numerous excuses and  
15          unsatisfactory explanations for the delay in paying her. While the  
16          Respondents' practice of putting Petitioner off was going on in late 2007  
17          and early 2008, Respondents continued to receive checks from Talent  
18          Partners on which they did not make payments to Petitioner.
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- 20          10.    In March, 2008, Petitioner made arrangements with Talent Partners for all  
21          future payments to be sent directly to her.
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- 23          11.    During the period August 18, 2006 through March 25, 2008, Respondents  
24          received from Talent Partners the total sum of \$21,399.28 representing the  
25          net after-tax payments due Petitioner for services rendered in connection  
26          with the Allstate commercial. No portion of Petitioner's 90% (post  
27          commission) share of this amount (i.e., \$19,259.35) was ever remitted or  
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- 1           6.     Between August 18, 2006 and March 25, 2008, Respondents received  
2                 \$21,399.28 in payment for Petitioner's services. Of this amount,  
3                 \$19,259.35, representing Petitioner's 90% share, should have been  
4                 forthwith remitted to Petitioner.
  
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- 6           7.     No part of the \$19,259.35 was ever paid to Petitioner, and the entire sum is  
7                 due, owing, and unpaid.
  
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- 9           8.     Labor Code section 1700.25, subdivision (e) provides that where there is a  
10                willful failure on the part of a talent agent to pay funds to an artist within 30  
11                days of receipt, as mandated by subdivision (a) of section 1700.25, the  
12                Labor Commissioner may award the artist interest on the wrongfully  
13                withheld funds as well as reasonable attorney's fees. Here, there is no  
14                question that Respondents wrongfully appropriated and withheld monies  
15                belonging to Petitioner. This plainly constituted a willful violation of  
16                section 1700.25, subdivision (a). Accordingly, Petitioner is entitled to  
17                interest on the withheld funds and to attorney's fees.
  
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- 19          9.     The total accumulated interest now due – computed on the basis of each  
20                payment that was never received – is \$8,046.09.
  
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- 22          10.    Based on the showing made by Petitioner's counsel, Petitioner is entitled to  
23                an award of reasonable attorney's fees in the amount of \$11,942.50.
  
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**ORDER**

For the reasons set forth above, **IT IS HEREBY ORDERED** that:

Respondents JOHN DURZI, ISAM DURZI, and EHAB DURZI, individually and dba SKY TALENT AGENCY, pay to Petitioner JENNIFER GITTINGS, jointly and severally, the sum of \$19,259.35, plus interest in the amount of \$8,046.00, plus attorney's fees in the amount of \$11,942.50, for a total of **\$39,247.94**.

Dated: *JULY 29, 2011*

  
William A. Reich  
Special Hearing Officer

Adopted:

Dated: *July 29, 2011*

  
Julie Su  
State Labor Commissioner

