

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

BJANKA MURGEL,

Petitioner,

vs.

THE PINKERTON MODEL AND TALENT  
COMPANY, LLC aka PINKERTON MODEL  
AND TALENT CO., LLC,

Respondent.

CASE NO.: TAC-33185

DETERMINATION OF  
CONTROVERSY

The above-captioned matter, a petition to determine controversy under Labor Code §1700.44, came on regularly for hearing on June 2, 2015 in Los Angeles, California, before the undersigned attorney for the Labor Commissioner assigned to hear this case. Petitioner BJANKA MURGEL (hereinafter “Petitioner”) appeared personally, along with her representative, New York attorney Raymond J. Markovich, who stood in for Petitioner’s attorney of record, Peter M. Hoffman. Respondent THE PINKERTON MODEL AND TALENT COMPANY, LLC aka PINKERTON MODEL AND TALENT CO., LLC (hereinafter “Respondent”), having filed a response to the petition, failed to appear for the hearing.



1 payment of \$5,000.00. Once Petitioner completed the work, a check for \$5,000.00 was  
2 sent to Respondent.

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4 c. The third engagement was the Volvo Motors project on March 3,  
5 2013, for which Petitioner was to be paid the net amount of \$1,000.00 after deducting  
6 Respondent's 20% commission of \$250.00 from the gross payment of \$1,250.00. After  
7 the work was completed by Petitioner, a check for \$1,250.00 was sent to Respondent.

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9 d. The fourth engagement was the Jacob's Coffee project on April 3  
10 and 4, 2013, for which Petitioner was to be paid the net amount of \$5,952.00 after  
11 deducting Respondent's 20% commission of \$1,400.00 from the gross payment of  
12 \$7,440.00. Petitioner completed the work, after which a check for \$7,440.00 was sent to  
13 Respondent.

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15 5. Although Respondent received the above-described net amounts totaling  
16 \$11,952.00 on behalf of Petitioner, it did not deposit these funds in a trust account, but  
17 instead diverted these funds to other purposes and failed to promptly pay Petitioner the  
18 money it owed to her. As a result of Petitioner's repeated demands for payment,  
19 Respondent gradually and sporadically made various payments. The total amount of  
20 these payments was \$6,950.00, leaving an unpaid balance of \$5,002.00 due and owing to  
21 Petitioner.

### 22 23 LEGAL ANALYSIS

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- 25 1. Respondent operated as a licensed talent agency.
  - 26
  - 27 2. Petitioner was an artist who was represented by Respondent.

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2           3.     This case is within the jurisdiction of the Labor Commissioner under Labor  
3 Code section 1700.44, subdivision (a).

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5           4.     Under the arrangement entered into at the time Respondent became  
6 Petitioner's talent agent, Respondent agreed to accept payments on behalf of Petitioner  
7 for the services she rendered and to promptly remit to Petitioner her share of those  
8 payments, after deducting Respondent's commission. This was also Respondent's  
9 statutory obligation under Labor Code section 1700.25, subdivision (a).

10  
11           5.     The evidence unequivocally establishes that as of May 1, 2013, Respondent  
12 had become indebted to Petitioner in the amount of \$11,952.00 for monies received by  
13 Respondent in payment for Petitioner's services. This amount of \$11,952.00 representing  
14 Petitioner's share of the payments made to the Respondent should have been remitted in  
15 full to Petitioner forthwith. Instead, Respondent made intermittent payments which  
16 totaled only \$6,950.00, leaving an unpaid balance of \$5,002.00.

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18           6.     No part of the \$5,002.00 balance was ever paid to Petitioner, and that entire  
19 sum is due, owing, and unpaid.

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21           7.     Labor Code section 1700.25, subdivision (e) provides that where there is a  
22 willful failure on the part of a talent agent to pay funds to an artist within 30 days of  
23 receipt, as mandated by subdivision (a) of section 1700.25, the Labor Commissioner may  
24 award the artist interest on the wrongfully withheld funds. Here, there is no question that  
25 respondent wrongfully withheld monies belonging to petitioner. This plainly constituted  
26 a willful violation of section 1700.25, subdivision (a). Accordingly, petitioner is entitled  
27 to interest at 10% per annum on the withheld funds from May 31, 2013.

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2 8. The total accumulated interest now due is \$1,104.55.  
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4 **ORDER**  
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6 For the reasons set forth above, **IT IS HEREBY ORDERED** that:  
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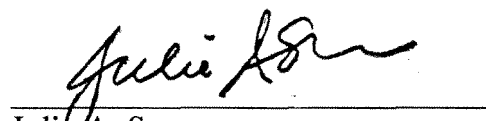
8 Respondent THE PINKERTON MODEL AND TALENT COMPANY, LLC aka  
9 PINKERTON MODEL AND TALENT CO., LLC pay to Petitioner BJANKA MURGEL  
10 the sum of \$5,002.00, plus interest in the amount of \$1,104.55, for a total of \$6,106.55.  
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12 Dated: 7/31/2015  
13

  
14 William A. Reich  
Special Hearing Officer  
for the Labor Commissioner

15 Adopted:  
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18 Dated: 7/31/2015  
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20 Julie A. Su  
State Labor Commissioner  
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