



A-1

Supreme Court of California

JORGE E. NAVARRETE
CLERK AND EXECUTIVE OFFICER
OF THE SUPREME COURT

EARL WARREN BUILDING
350 MCALLISTER STREET
SAN FRANCISCO, CA 94102
(415) 865-7000

July 29, 2025

SENT VIA EMAIL

Rick Siegel
22971 Darien Street
Woodland Hills, CA 91364
Rick@Marathonentco.com

Re: *Siegel v. Salazar* – B346968

Dear Mr. Siegel:

We hereby return unfiled your petition for review. A check of the Court of Appeal docket indicates that the petition transfer of a case within the appellate jurisdiction of the Superior Court in the above referenced matter was denied on July 18, 2025.

Pursuant to California Rules of Court, rule 8.500(a)(1), a party may file a petition in the Supreme Court for review of any decision of the Court of Appeal, including any interlocutory order, except the denial of a transfer of a case within the appellate jurisdiction of the superior court. Pursuant to California Rules of Court, rule 8.1018(a), the Court of Appeal order denying transfer was final immediately and cannot be reviewed. Without jurisdiction, this court is unable to consider your request for legal relief.

Sincerely,

JORGE E. NAVARRETE
Clerk and
Executive Officer of the Supreme Court

PT

By: P. Tang, Assistant Deputy Clerk

Enclosure

cc: Jude Salazar, Defendant and Respondent

Rec.

Supreme Court of California
Jorge E. Navarrete, Clerk and Executive Officer of the Court
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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

COURT OF APPEAL - SECOND DIST.

DIVISION FIVE **FILED**

Jul 18, 2025

EVA McCLINTOCK, Clerk

Kdominguez Deputy Clerk

RICK SIEGEL,

Plaintiff and Appellant,

v.

JUDE SALAZAR,

Defendant and
Respondent.

B346968

(Super. Ct. No. 22STLC04635)

(App. Div. No. 24APLC0044)

(Patti Jo McKay, Sanjay Kumar,
Kimberley Guillemet, Judges)

ORDER

THE COURT:

The court has read and considered the petition for transfer filed June 16, 2025. The petition is denied. Appellant fails to demonstrate that "transfer is necessary to secure uniformity of decision or to settle an important question of law." (Cal. Rules of Court, rule 8.1002.)

BAKER, Acting P.J.

MOOR, J.

KIM (D.), J.

FILED

Superior Court of California
County of Los Angeles.

MAY 07 2025

David W. Stayton, Executive Officer/
Clerk of Court
By: A Barton. Deputy

APPELLATE DIVISION OF THE SUPERIOR COURT
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

RICK SIEGEL,
Non-Party and Appellant,

v.

JUDE SALAZAR,
Defendant and Respondent.

24APLC00044
Stanley Mosk Trial Court
No. 22STLC04635

ORDER

On May 23, 2025 (16 days after the court sent its opinion to the parties), non-party and appellant Rick Siegel filed a "Motion for Reconsideration/Petition for Transfer." The motion for reconsideration is treated as a petition for rehearing (Cal. Rules of Court, rule 8.889) and is denied as untimely and without merit. The petition for transfer is treated as an application to certify the case for transfer to the Court of Appeal (Cal. Rules of Court, rule 8.1005(b)(1)(A)) and is denied, as it is untimely and does not establish transfer is necessary to secure uniformity of decision, or to settle an important question of law (Cal. Rules of Court, rule 8.1005(a)(1)).

Kumar, J.

P. McKay, P. J.

Gulilenet, J.

FILED

Superior Court of California
County of Los Angeles.

MAY 07 2025

David W. Stayton, Executive Officer/
Clerk of Court
By: A Barton. Deputy

APPELLATE DIVISION OF THE SUPERIOR COURT
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

RICK SIEGEL,	24APLC00044
Non-Party and Appellant,	Stanley Mosk Trial Court
v.	No. 22STLC04635
JUDE SALAZAR,	OPINION
Defendant and Respondent.	

Appellant Rick Siegel, who purchased the claims of plaintiffs Diane Pardoe and Sarah Pardoe,¹ appeals the judgment of dismissal on res judicata and collateral estoppel grounds of plaintiffs complaint against defendant and respondent Jude Salazar (Salazar) for breach of written contract and declaratory relief under the Labor Code and the United States Constitution. Appellant raises two arguments in support of his appeal: first, the related case relied on by the trial court to determine the instant action was res judicata was an appeal of a Labor Commissioner determination which should have been decided de novo but was instead summarily disposed of in a two-sentence affirmance; and second, even if the principles of res judicata applied to dispose of the breach of contract claim, the same was not true for the

¹Plaintiffs are also referred to herein as "the Pardoes." declaratory relief claim. As explained below, we affirm the order dismissing the action and the judgment of dismissal entered thereon as to the breach of contract claim, and we dismiss as outside of our jurisdiction the appeal of the judgment as to the declaratory relief claim (Code Civ. Proc., § 904.2).²

BACKGROUND³

The Pardoes offer services as "personal managers" through their company, Iris Talent Management (Iris Talent). In 2021, Salazar entered into a management agreement, agreeing to pay Iris Talent 15 percent of all gross income from acting jobs procured or facilitated by Iris Talent and 10 percent of all acting jobs procured by an agent or Salazar herself. Thereafter, Salazar notified Iris Talent to terminate the agreement, but the Pardoes insisted she was bound by the contract until she paid money due under the agreement.

///

²The parties were provided with the opportunity to file supplemental briefs pursuant to Government Code section 68081 on whether: (1) Siegel is an aggrieved party with standing to prosecute the appeal and/or the rights purportedly assigned to him were assignable choses in action; (2) the appeal should be dismissed if Siegel does not meet the criteria for standing; and (3) the limited jurisdiction court and this division have jurisdiction over the cause of action for declaratory relief. Both parties filed briefs, which we have read and considered.

Salazar's request at oral argument that sanctions be imposed against Siegel does not comply with the requirement that a party seeking sanctions file a motion (Cal. Rules of Court, rule 8.891(e)). It is therefore denied.

³The facts and procedures laid out in this section are taken from the record on appeal in this case (i.e., appellant's appendix) and from the nonpublished Court of Appeal opinion in a related case involving the same parties and dispute (*Pardoe v. Salazar* (Jan. 16, 2025, B336831) [2025 Cal.App.Unpub. LEXIS 241]), to the extent they are supported by or not inconsistent with the appellant's appendix and relevant to this appeal.

Appellant's January 27, 2025 request for judicial notice of his petition for review to the California Supreme Court in *Pardoe v. Salazar* (Apr. 2, 2025, S288947), is denied. Appellant has not adequately demonstrated the document is relevant to any of the issues raised on appeal beyond the briefs already filed in this matter. (*Jordache Enterprises, Inc. v. Brobeck, Phleger & Harrison* (1998) 18 Cal.4th 739, 748, fn. 6 [declining to take judicial notice of materials not "necessary, helpful, or relevant"].)

Respondent's January 23, 2025 request for judicial notice of the Court of Appeal opinion in *Pardoe v. Salazar, supra*, B336831, is denied as unnecessary in this case. An unpublished opinion may be cited or relied on when it is relevant under the doctrines of law of the case, res judicata or collateral estoppel. (Cal. Rules of Court, rule 8.1115(b)(1).)

1 On July 12, 2022, the Pardoes filed the instant breach of
2 contract action against Salazar. The following week, on July 19,
3 2022, Salazar filed a petition with the Labor Commissioner against
4 the Pardoes, individually and doing business as Iris Talent,
5 alleging they engaged in unlawful procurement in violation of the
6 California Talent Agencies Act (TAA) (Lab. Code, §1700 et seq.)
7 and that, as a result, the management agreement was void (the
8 Labor Commissioner proceeding).

9 The Pardoes filed an amended complaint for breach of
10 contract, adding claims for declaratory relief as to whether the
11 TAA, on its face and as applied, violated provisions of the federal
12 Constitution.

13 On October 20, 2022, the trial court granted a motion by
14 Salazar to stay the breach of contract action, finding the Labor
15 Commissioner had exclusive original jurisdiction to determine
16 claims within the scope of the TAA.

17 In its decision issued on February 17, 2023, the Labor
18 Commissioner "noted the issues raised were: whether Iris procured
19 entertainment engagements without a talent agency license;
20 whether the Labor Commissioner could award a remedy for
21 unlicensed procurement, including voiding the contract or severing
22 provisions; and whether the appropriate remedy was to void the
23 contract." (*Pardoe v. Salazar*, *supra*, B336831 [2025 Cal.App.
24 Unpub. LEXIS 241 at pp. *3-4].) The Labor Commissioner found
25 the Pardoes had operated as a talent agency within the meaning of
26 the TAA by procuring employment for Salazar. (*Ibid.*) Under
27 binding legal precedent, the management agreement was unlawful
28 and could be declared void based on the remedies in the Civil
Code. (*Ibid.*) Severability did not apply, as the Pardoes conceded,
so the contract was void. (*Ibid.*) The Labor Commissioner ordered
the Pardoes to disgorge profits of \$8,713.74. (*Ibid.*)

The Pardoes appealed the Labor Commissioner's decision
to the trial court for a trial de novo (the Labor Commissioner
appeal) (L.A. Superior Court case No. 23STCP00683).

⁴Where necessary for clarity and to avoid confusion with the Labor Commissioner proceeding or appeal (also referred to herein), the instant breach of contract action may also be referred to as the instant action or the breach of contract action.

(*Pardoe v. Salazar, supra*, B336831 [2025 Cal.App.Unpub. LEXIS 241 at p. *4].) The trial court found the Labor Commissioner appeal and the breach of contract action were related cases. (*Ibid.*)

In a trial brief filed by the Pardoes in the Labor Commissioner appeal, they conceded they were personal managers who procured employment for Salazar without a talent agency license. (*Pardoe v. Salazar, supra*, B336831 [2025 Cal. App. Unpub. LEXIS 241 at p. *4].) But, they argued the TAA does not give the Labor Commissioner authority to void contracts by people who procure employment without a talent agency license. (*Ibid.*) Specifically, they claimed there was no penalty provision contained in the TAA, the Civil Code could not supply the penalty, the TAA was unconstitutionally vague because it did not define "procurement" and did not provide sufficient notice of the penalty contained in the Civil Code, and the penalty of disgorgement was excessive. (*Ibid.*) Salazar filed a trial brief based on "well-established case law" rejecting the Pardoes' arguments. (*Ibid.*)

The parties agree there was a hearing in the trial court on November 9, 2023, on the Labor Commissioner appeal. (*Pardoe v. Salazar, supra*, B336831 [2025 Cal.App.Unpub. LEXIS 241 at p. *5].) They disagree about whether the hearing constituted the required "trial de novo" and whether the parties were given an opportunity to argue the merits of the appeal, but they agree the trial court took the matter under submission. (*Ibid.*)

The court files for the instant appeal contains a "notice of assignment" stating that on November 15, 2023, the Pardoes assigned all claims, demands, and causes of action against Salazar to Siegel in exchange for payment of \$9,000 and a percentage of certain recovery in the breach of contract action. The notice of assignment is not file-stamped by the trial court.

1 On January 5, 2024, the trial court in the Labor
2 Commissioner proceedings affirmed the decision of the Labor
3 Commissioner and entered judgment against the Pardoes in the
4 amount of \$8,713.74, plus interest from the date of judgment.
(*Pardoe v. Salazar, supra*, B336831 [2025

5
6 ⁵In support of his supplemental brief submitted in response to this court's letter
7 under Government Code section 68081 requesting additional briefing (see fn. 2, ante),
8 Siegel filed a request to supplement the trial court record with copies of the referenced
9 documents.

10 Cal.App.Unpub. LEXIS 241 at p. *5].) This judgment was
11 appealed to the Court of Appeal in the notice of appeal filed on
12 February 5, 2024 (see post).

13 At a hearing held on January 8, 2024, the trial court
14 declined to recognize Siegel as a party to the action because no
15 motion had been made to substitute a real party in interest. The
16 court explained to the Pardoes that they could not assign their
17 liabilities to another party. The court also explained that a motion
18 had to be made to substitute Siegel. The court issued an order to
19 show cause regarding dismissal of the instant breach of contract
20 action based on claim or issue preclusion (i.e., res
21 judicata/collateral estoppel) following the January 5, 2024
22 judgment in the Labor Commissioner appeal.

23 The Pardoes filed an answer to the order to show cause
24 arguing that the January 5, 2024 judgment had not addressed their
25 contentions explicitly, and the amended complaint added
26 constitutional challenges to the TAA. (*Pardoe v. Salazar, supra*,
27 B336831 [2025 Cal. App. Unpub. LEXIS 241 at p. *6].) On
28 January 16, 2024, the Pardoes filed a motion for reconsideration of
the judgment in the Labor Commissioner appeal. (*Ibid.*)

A hearing was held on January 23, 2024, on the Pardoes'
motion for reconsideration, as well as on an ex parte application
for substitution. The trial court allowed Siegel to appear and
present argument in the breach of contract action as a real party in
interest but noted no amended pleading had been filed adding him

1 in place of the named plaintiffs. The Pardoes continued to be
2 nominal plaintiffs, and Siegel was limited to addressing res
3 judicata and related issues. Siegel maintained there were
4 constitutional issues raised by the amended complaint that were
5 not adjudicated in the Labor Commissioner appeal and remained
6 for determination in the breach of contract action.

7 The court granted the order to show cause regarding
8 dismissal of the breach of contract action, concluding that the
9 issues had been adjudicated between the same parties in the related
10 action. The judgment in the Labor Commissioner appeal barred the
11 breach of contract action. The trial court dismissed the breach of
12 contract action with prejudice. The court also denied the motion
13 for reconsideration.

14 ///

15 On February 5, 2024, Siegel filed a notice of appeal in the
16 Labor Commissioner proceeding, listing himself as
17 "assignee/interested party" and stating he was appealing from
18 orders entered on January 4 and January 23, 2024. (*Pardoe v.*
19 *Salazar, supra*, B336831 [2025 Cal.App. Unpub. LEXIS 241 at p.
20 *7].) The appellate court construed the appeal as having been
21 taken from the January 5, 2024 judgment. (*Ibid.*) In the
22 nonpublished opinion issued on January 16, 2025, the Court of
23 Appeal concluded the record was inadequate to permit review but
24 that "all of the issues raised on appeal have been previously
25 determined in well-reasoned, well-settled case law" and on that
26 basis affirmed. (*Pardoe v. Salazar, supra*, B336831 [2025
27 Cal.App. Unpub. LEXIS 241 at pp. *1-2].)

28 Siegel filed a notice of appeal in the instant case on
February 9, 2024, again listing himself as "assignee/interested
party," and stating he was challenging the judgment entered on
January 26, 2024.

Standing

⁶On the face page of his opening and reply briefs, Siegel identifies himself as simply "appellant," and on the face page of his supplemental brief, filed in response to our letter requesting briefing on, among other things, the issue of standing, he is "non-party and appellant."

Nonetheless, "[w] here a party transfers his interest in an action after the action has been commenced and before judgment *the transferee is the proper party to appeal* and not the transferor, since the latter has no further interest in the action. [Citation.]" (*Fox v. Shorter* (1957) 153 Cal.App.2d 155, 156, italics added.)

1 Indeed, per Code of Civil Procedure section 368.5, "[a]n action or
 2 proceeding does not abate by the transfer of an interest in the
 3 action or proceeding or by any other transfer of an interest. The
 4 action or proceeding may be continued in the name of the original
 5 party, or the court may allow the person to whom the transfer is
 6 made to be substituted in the action or proceeding." But either
 7 way, it is the transferee, at that point, who controls the action. (See
Hearn Pacific Corp. v. Second Generation Roofing, Inc. (2016)
 247 Cal. App.4th 117, 134 (*Hearn*).)

8 To explicate further, under case law construing Code of
 9 Civil Procedure section 368.5, "trial courts have discretion to
 10 allow litigation to continue in the name of the original plaintiff
 11 rather than substitute the transferee. [Citation.] But the transfer of
 12 a party's interest in the subject of an action transfers the right to
 13 control the action. [Citations.] And if the action does continue in
 14 the original party's name, the original party remains as only a
 15 nominal party whereas the real party in interest is the transferee.
 16 [Citations.]" (*Hearn, supra*, 247
 17 Cal.App.4th at pp. 133-134.) Siegel having been permitted to
 18 appear in trial court proceedings in this matter and argue the
 19 subject of the instant appeal, even as litigation was allowed to
 continue in the names of the original plaintiffs as nominal parties
 (see *Ibid.*), we find appellant's standing as the real party in interest
 established for purposes of the appeal.⁷

20 ⁷In the challenge to the trial court's order affirming the Labor Commissioner's
 21 ruling, the Court of Appeal acknowledged appellant "purchased the claims of respondents
 22 Diana [sic] Pardoe and Sarah Pardoe"; it also identified appellant as "intervenor and
 23 appellant" in the caption. (*Pardoe v. Salazar, supra*, B336831 [2025 Cal.App.Unpub.
 LEXIS 241 at p. *1].)

24 ***Appealability of Dismissal of Plaintiffs' Declaratory Relief Claim***

25 The jurisdiction of this court is limited to appeals in
 26 limited civil cases. (Code Civ. Proc., § 904.2.) A case is classified
 27 as an unlimited civil action by default, unless the statutory
 28 requirements are satisfied to classify the case as a limited action.
 (*Stratton v. Beck* (2017) 9 Cal.App.5th 483, 493.) "In addition to
 the upper limit on monetary recovery, limited civil cases are

1 subject to restrictions on the types of... declaratory relief
2 available,..." (*Id.* at p. 492.)

3 Specifically, an action is a limited civil case only if (1) the
4 amount in controversy does not exceed \$35,000, (2) the relief
5 sought is a type that may be granted in a limited civil case, and (3)
6 the relief sought, whether in the complaint, a cross-complaint or
7 otherwise, is exclusively of a type described in one or more
8 statutes that classify an action as a limited civil case, including, but
9 not limited to Code of Civil Procedure section 86. (Code Civ.
10 Proc., § 85, subds. (a)-(c).) Relief may not be granted in excess of
11 the maximum amount in controversy for limited civil, and
12 declaratory relief is not permitted except as authorized by Code of
13 Civil Procedure section 86. (Code Civ. Proc., § 580, subd. (b) (1),
14 (4); see also *AP-Colton LLC v. Ohaeri* (2015) 240 Cal.App.4th
15 500, 505.)

16 Code of Civil Procedure section 86 provides that an action
17 for declaratory relief constitutes a limited civil case only if it is
18 brought under either of two circumstances: (1) by way of cross-
19 complaint as to a right of indemnity with respect to the relief
20 demanded in the complaint or a cross-complaint in an action that is
21 otherwise a limited civil case; or (2) to conduct a trial after a
22 nonbinding fee arbitration between an attorney and client where
23 the amount in controversy is \$35,000 or less. (Code Civ. Proc., §
24 86, subd. (a)(7).)

25 Here, the declaratory relief sought in plaintiffs' amended
26 complaint, as to whether the TAA, on its face and as applied,
27 violated provisions of the federal Constitution, is not of a type that
28 could be granted in a limited civil case. (Code Civ. Proc., §§ 85,
subd. (c)(4), 86, subd. (a)(7), 580, subd. (b)(4).) As a result, the
case should have been reclassified, as a matter of law, as an
unlimited civil action under Code of Civil Procedure section
403.020. (See also Code Civ. Proc., § 88; *Stratton v. Beck*, *supra*, 9
Cal. App.5th at p. 492 ["the statutory scheme contains a broad
catchall definition of 'unlimited' civil actions, designating them as
all actions and proceedings other than limited civil actions"].) It
was not reclassified, however, and continued to be "treated" as a

1 limited civil case, however erroneously. (See *Ibid.* [pursuant to
 2 Code of Civil Procedure "section 85, a proceeding may not be
 3 treated as a limited civil action unless all of the [aforementioned]
 conditions are satisfied"].)

4 In any event, because our jurisdiction is limited to appeals
 5 in limited civil cases (Code Civ. Proc., § 904.2), we have no
 6 jurisdiction over the appeal from the judgment of dismissal as to
 the declaratory relief claim.⁸

7 ***Appeal of Dismissal of Plaintiffs' Breach of Contract Claim***
 8

9 Remaining Contention on Appeal

10 Siegel argues the judgment of dismissal entered on
 11 January 26, 2024, should be reversed because it was based on an
 12 erroneous ruling by the trial court that plaintiffs' breach of contract
 13 action was res judicata as a result of the Labor Commissioner's
 14 determination, which was affirmed in the related Labor
 15 Commissioner appeal. Specifically, Siegel maintains the court
 erred because the Labor Commissioner appeal should have been
 decided de novo but was not.

16 The Talent Agencies Act

17 A person or corporation who engages in the occupation of
 18 procuring employment or engagements for an artist, other than
 19 recording contracts, is a "talent agency." (Lab. Code, § 1700.4,
 20 subd. (a).) "No person shall engage in or carry on the occupation
 21 of a talent agency without first procuring a license therefor from
 the Labor Commissioner." (Lab. Code, § 1700.5.) For the purposes
 22 of the TAA, "person" is defined to include "any individual,
 23 company, society, firm, partnership, association, corporation,
 24 limited liability company, manager, or their agents or employees."
 (Lab. Code, § 1700.)

25
 26
 27 ⁸We do not transfer the case to the Court of Appeal pursuant to Code of Civil
 Procedure section 396, subdivision (b). Pursuant to Code of Civil Procedure section 904.1,
 28 subdivision (a), the Court of Appeal does not have jurisdiction over appeals from judgments
 or orders in limited civil cases.

1 The TAA "regulates conduct, not labels; it is the act of
 2 procuring (or soliciting), not the title of one's business, that
 3 qualifies one as a talent agency and subjects one to the Act's
 4 licensure and related requirements. [Citation.] Any person who
 5 procures employment any individual, any corporation, any
 6 manager-is a talent agency subject to regulation. [Citations.]
 7 Consequently, as the Courts of Appeal have unanimously held, a
 8 personal manager who solicits or procures employment for his
 9 artist-client is subject to and must abide by the Act." (*Pardoe v.*
 10 *Salazar, supra*, B336831 [2025 Cal.App.Unpub. LEXIS 241 at p.
 *8], quoting *Marathon Entertainment, Inc. v. Blasi* (2008) 42
 Cal.4th 974, 986, fn. omitted (*Marathon*).)

11 As the Court of Appeal observed in *Pardoe v. Salazar*, the
 12 TAA does not itself specify a remedy for illegal procurement.
 13 (*Pardoe v. Salazar, supra*, B336831 [2025 Cal.App.Unpub.
 14 LEXIS 241 at p. *9], quoting *Marathon, supra*, 42 Cal.4th at p.
 15 991.) Applying ordinary rules of interpretation, however, it is clear
 16 that, under Civil Code sections 1598 and 1599 and the TAA,
 17 "when an unlicensed party procures employment for an artist in
 18 violation of the TAA, the parties' contract is void ab initio and the
 19 party procuring the employment is barred from recovering
 20 commissions for any activities under the contract, unless the
 21 unlawful provisions are severable." (*Pardoe v. Salazar, supra*,
 22 B336831 [2025 Cal.App. Unpub. LEXIS 241 at p. *9], quoting
 23 *Marathon, supra*, 42 Cal.4th at pp. 990-991; see also *Yoo v. Robi*
 24 (2005) 126 Cal.App.4th 1089, 1103-1104 [same].) "Where a
 25 contract has but a single object, and such object is unlawful,
 26 whether in whole or in part, . . . the entire contract is void." (Civ.
 Code, § 1598.) "Where a contract has several distinct objects, of
 24 which one at least is lawful, and one at least is unlawful, in whole
 25 or in part, the contract is void as to the latter and valid as to the
 26 rest." (Civ. Code, § 1599.)

27 Per Labor Code section 1700.44, subdivision (a), the
 28 Labor Commissioner has jurisdiction to hear issues arising under
 the TAA, subject to an appeal filed with the trial court, which is
 heard de novo.

1 Inadequate Record

2 Appealed judgments are presumed to be correct and "[a]ll
3 intendments and presumptions are indulged to support it on
4 matters as to which the record is silent, and error must be
5 affirmatively shown." (Denham v. Superior Court (1970) 2 Cal.3d
6 557, 564.) The party appealing the judgment has the burden of
7 overcoming the presumption of correctness and, therefore, must
8 provide an adequate record that demonstrates the alleged error.
9 (Jameson v. Desta (2018) 5 Cal.5th 594, 608-609.) Failure to do so
10 requires the appellate issue to be resolved against the appellant.
11 (Maria P. v. Riles (1987) 43 Cal.3d 1281, 1295-1296.) Under
12 California Rules of Court, rule 8.830(a)(2), "[i]f an appellant wants
13 to raise any issue that requires consideration of the oral
14 proceedings in the trial court, the record on appeal must include a
15 record of these oral proceedings in the form of one of the
16 following: [1] (A) A reporter's transcript under rule 8.834 or a
17 transcript prepared from an official electronic recording under rule
18 8.835; [1] (B)... an official electronic recording of the proceedings
19 under rule 8.835; [1] (C) An agreed statement under rule 8.836; or
20 [1] (D) A settled statement under rule 8.837." No such record was
21 provided here.

22 Appellant's Appendix includes copies of the Pardoes'
23 complaint and amended complaint; Salazar's petition to determine
24 controversy filed with the Labor Commissioner; the January 23,
25 2024 minute order dismissing the breach of contract action, with
26 prejudice, as barred by the principles of res judicata and collateral
27 estoppel; and the January 26, 2024 judgment of dismissal entered
28 thereon. Not included are copies of the Labor Commissioner's
29 determination or any relevant trial court orders pertaining to the
30 Labor Commissioner appeal in the related case.

31 Similarly, although we have before us several transcripts
32 of oral proceedings in the instant case, including the January 23,
33 2024 order to show cause hearing that resulted in the case being
34 dismissed, we are without transcripts of any proceedings relevant
35 to the Labor Commissioner appeal. To the extent appellant's
36 appeal here rests on persuading us that the judgment of dismissal

1 must be reversed because it is linked to the deprivation of a trial de
 2 novo in the Labor Commissioner appeal, the lack of a reporter's
 3 transcript or other record of the relevant oral proceedings is likely
 fatal.⁹

4 ///

5
 6 ⁹To the extent appellant makes any standalone argument that the trial court
 7 improperly ruled on the appeal from the Labor Commissioner's decision, we lack
 8 jurisdiction to address any issues raised and, on that basis, summarily reject them. (See
 9 Code Civ. Proc., § 904.1, subd. (a) [appeal, other than in a limited civil case, is to the Court
 of Appeal]; see also *Corrales v. Bradstreet* (2007) 153 Cal.App.4th 33, 60 [trial court's trial
 de novo judgment is appealable to the Court of Appeal].)

10 ***Res Judicata and Collateral Estoppel***

11 Relevant Law

12 ""Res judicata" describes the preclusive effect of a final
 13 judgment on the merits. Res judicata, or claim preclusion, prevents
 14 relitigation of the same cause of action in a second suit between
 15 the same parties or parties in privity with them.... [Citation.] Under
 16 the doctrine of res judicata, if a plaintiff prevails in an action, the
 17 cause is merged into the judgment and may not be asserted in a
 18 subsequent lawsuit; a judgment for the defendant serves as a bar to
 19 further litigation of the same cause of action. [Citation.]" (*Assn. of*
 20 *Irrigated Residents v. Dept. of Conservation* (2017) 11 Cal.App.
 21 5th 1202, 1218-1219, fn. omitted.) Claim preclusion arises if a
 22 second suit involves: (1) the same cause of action (2) between the
 same parties (3) after a final judgment on the merits in the first
 suit. [Citations.]" (*DKN Holdings LLC v. Faerber* (2015) 61
 Cal.4th 813, 824.)

23 "Collateral estoppel 'precludes relitigation of issues argued
 24 and decided in prior proceedings. [Citations.]" (*Ayala v. Dawson*
 25 (2017) 13 Cal.App.5th 1319, 1326.) To apply, the issue sought to
 26 be precluded from relitigation must have been actually litigated in
 27 the first action; there must be a final judgment on the merits; and
 28 the party against whom the preclusion is sought must be the same
 party or in privity with the party in the first case. (*Ibid.*) In order
 for issue preclusion to apply, the following requirements must be

1 satisfied. "First, the issue sought to be precluded from relitigation
2 must be identical to that decided in a former proceeding. Second,
3 this issue must have been actually litigated in the former
4 proceeding. Third, it must have been necessarily decided in the
5 former proceeding. Fourth, the decision in the former proceeding
6 must be final and on the merits. Finally, the party against whom
7 preclusion is sought must be the same as, or in privity with, the
8 party to the former proceeding.
9 [Citations.]" (*Lucido v. Superior Court* (1990) 51 Cal.3d 335;
10 341.)

11 ///

12 Analysis

13 The parties do not dispute that the instant action involves
14 the same claim, between the same parties, 10 which the record
15 shows was litigated to a final judgment in the Labor Commissioner
16 determination that was affirmed on appeal. Rather, Siegel argues
17 that the Labor Commissioner appeal, which was required to have
18 been decided in a trial de novo, was instead summarily disposed of
19 in a two-sentence affirmance. There are several problems with this
20 argument. First, even assuming the entirety of the court's written
21 affirmance consisted of two sentences, this does not mean the
22 judgment was not on the merits (as reflected in the affirmance of
23 the Labor Commissioner's determination) or even that the
24 affirmance was not the result of a trial de novo. In any case,
25 Siegel's failure to include the trial court order affirming the Labor
26 Commissioner's determination¹¹ in the Appellant's Appendix
27 results in a record that is inadequate to demonstrate the affirmance
28 fell short in some way that constituted error or that the trial court
erred in entering a judgment of dismissal. (*Denham v. Superior
Court, supra*, 2 Cal.3d at p. 564.)

29 Second, in the absence of a reporter's transcript or other
30 record of the November 9, 2023 proceedings in the Labor
31 Commissioner appeal, we must presume the court followed the
32 law and conducted the required trial de novo. "In the absence of a
33 contrary showing in the record, all presumptions in favor of the

1 trial court's action will be made by the appellate court. "[I]f any
 2 matters could have been presented to the court below which would
 3 have authorized the order complained of, it will be presumed that
 4 such matters were presented."" [Citation.]" (*Jameson v. Desta*,
supra, 5 Cal.5th at p. 609.)

5
 6 ¹⁰Indeed, while Siegel appears to complain at one point that this state came about
 7 as a result of Salazar "infus[ing] the Talent Agencies Act into the original breach of contract
 8 action," he does not otherwise challenge the proposition that the two actions involved the
 9 same claim between the same parties.

10 ¹¹Siegel quotes the two-sentence affirmance on the first page of his brief: "It is
 11 hereby adjudged and decreed that the Labor Commission Ruling of February 17, 2023 is
 12 affirmed. In accordance therewith, it is further adjudged that respondent is to recover from
 13 Diane Pardoe and Sara [sic] Pardoe, jointly and severally, the sum of \$8,713.74 plus interest
 14 at a rate of 10% from February 17, 2023, in the sum of \$726 for a total of \$9,439.74."

15
 16 In light of the foregoing, Siegel is unable to establish the
 17 order dismissing the breach of contract action as res judicata, and
 18 the judgment of dismissal thereon, were entered in error.

19 DISPOSITION

20 The judgment of dismissal is affirmed as to the breach of
 21 contract claim, and the appeal of the judgment as to the declaratory
 22 relief claim is dismissed. Defendant is to recover her costs on
 23 appeal.

24
 25
 26
 27
 28
 Kumar, J.

We concur:

P. McKay, P. J.

Guillemet, J.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
Civil Division

Central District, Stanley Mosk Courthouse, Department 12

A-19

22STLC04635

DIANE PARDOE, et al. vs JUDE SALAZAR

January 23, 2024

9:00 AM

Judge: Honorable Barbara A. Meiers

CSR: None

Judicial Assistant: G. Vela

ERM: None

Courtroom Assistant: A. Flores

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Diane Pardoe via LACourtConnect; Sarah Pardoe via LACourtConnect

For Defendant(s): Jude Salazar via LACourtConnect

Other Appearance Notes: Siegel, Rick, present in Court, James Arden via LACourtConnect

NATURE OF PROCEEDINGS: Order to Show Cause Re: Dismissal of 22STLC04635 based on Res Judicata and or Collateral Estoppel Arising from the Judgment in case 23STCP00683; Hearing on Ex Parte Application For Substitution

The matters called for hearing with related case 22STLC04635.

The Court having read and considered the moving papers, rules as follows:

The Court allows Rick Seigel to appear and present argument in case #22STLC04635 as a real party in interest even though no amended pleading was before the Court technically adding him in lieu of the named plaintiffs who are also present and permitted to address the Court.

Argument by Mr. Seigel begins, but the Court asks that he not attempt to argue the merits of the case and directs him to address only the OSC res judicata and/or Collateral Estoppel issues before the Court. As a result, Mr. Seigel became agitated, and the bench officer stepped off the bench for a few minutes to allow Mr. Seigel to compose himself.

Argument thereafter resumed followed by the Court's order.

The Court grants the Order to Show Cause Re: Dismissal in case number 22STLC04635 since the issues and the parties in this 22STLC04635 case are the same as in the already adjudicated case number 23STCP00683, and the judgment in that case bars the 22STLC04635 action under principles of res judicata. If there are any differences in the issues, the 22STLC04635 action is still barred under principles of res Judicata and collateral estoppel. Accordingly, case number 22STLC04635, now barred from proceeding by principles of Res Judicata and/or collateral estoppel, is dismissed with prejudice.

The Clerk is to give notice. Certificate of Mailing is attached.

SEE NUNC PRO TUNC MINUTE ORDER OF 01/30/2024 2:30 PM

23STCP00683 DIANE PARDOE, et al. vs JUDE SALAZAR	January 4, 2024 1:45 PM
Judge: Honorable Barbara A. Meiers Judicial Assistant: G. Vela Courtroom Assistant: A. Flores	CSR: None ERM: None Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order Re: Ruling and Judgment

The Court rules as follows:

Ruling and Judgment

It is hereby adjudged and decreed that the Labor Commission Ruling of February 17, 2023 which is and has been the subject of an appeal on case number 23STCP00683 heard by this Court on November 9, 2023 is affirmed. In accordance therewith, it is further adjudged that respondent Jude Salazar is to recover from Diane Pardoe and Sara Pardoe, jointly and severally, the sum of \$8,713.74 plus interest at a rate of 10% from February 17, 2023, in the sum of \$726 for a total of \$9,439.74.

On the Court's own motion, the Non-Appearance Case Review scheduled for 01/08/2024 is advanced to this date and vacated.

The clerk is to give notice.

Certificate of Mailing is attached.

Clerk's Certificate of Service By Electronic Service is attached.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
Civil Division
Central District, Stanley Mosk Courthouse, Department 12

23STCP00683
DIANE PARDOE, et al. vs JUDE SALAZAR

October 12, 2023
8:30 AM

Judge: Honorable Barbara A. Meiers	CSR: None
Judicial Assistant: G. Vela	ERM: None
Courtroom Assistant: L. Rodriguez	Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Diane Pardoe (Self-Represented) via LACourtConnect; Sarah Pardoe (Self-Represented) via LACourtConnect
For Respondent(s): Jude Salazar (Self-Represented) via LACourtConnect

NATURE OF PROCEEDINGS: Hearing on Ex Parte Application NOTICE OF MOTION AND MOTION FOR CONTINUANCE

The matter is called for hearing.

After reading the moving documents in support of the above-captioned Ex Parte Application, the Court rules as indicated below:

The Ex Parte Application, Notice of Motion and Motion for Continuance is denied, the grounds for the request being essentially that plaintiffs want to file a Summary Judgment motion and need more time to be able to do so and have it heard before trial. The Ex Parte Motion is denied, the parties having had many months and even over a year in which to file any such Summary Judgment/ Summary Adjudication motion, with the result that the Court is of the view that the trial is not to be continued now to allow for such a motion to be heard. The trial will also probably take less time than proceedings including to prepare for and hear such a motion, and all the legal issues are going to be considered in all events. Accordingly, the Motion for Summary Judgment which plaintiff just filed is ordered stricken, there being no leave to continue the trial date to accommodate any such motion.

On the Court's own motion, the Hearing on Motion for Summary Judgment scheduled for 01/03/2024 is advanced to this date and vacated.

The clerk is to give notice.

Certificate of Mailing is attached.

1 STATE OF CALIFORNIA
 2 DEPARTMENT OF INDUSTRIAL RELATIONS
 3 DIVISION OF LABOR STANDARDS ENFORCEMENT
 4 CASEY RAYMOND (Bar No. 303644)
 5 320 W. 4th Street, Suite 600
 6 Los Angeles, California 90013
 7 Telephone: (213) 897-1511
 8 Facsimile: (213) 897-2877

9 Attorney for the State Labor Commissioner

10 DIVISION OF LABOR STANDARDS ENFORCEMENT

11 DEPARTMENT OF INDUSTRIAL RELATIONS

12 STATE OF CALIFORNIA

13 JUDE SALAZAR, an individual,
 14 *Petitioner,*

15 v.

16 DIANE PARDOE and SARAH PARDOE,
 17 individually, and doing business as IRJS
 18 TALENT MANAGEMENT,

19 *Respondents.*

Case No.: TAC-52862

DETERMINATION OF CONTROVERSY

Hearing Date: February 15, 2023

Time: 1:00pm

20 On February 15, 2023, a Petition to Determine
 21 Controversy under Labor Code section 1700.44 in the above-
 22 captioned matter came before the undersigned attorney for the
 23 Labor Commissioner assigned to hear this case. Petitioner Jude
 24 Salazar, an individual (hereinafter, referred to as "Salazar" or
 25 "Petitioner") appeared in pro per. Salazar and Taylor Trumbo,
 26 Salazar's commercial agent, provided testimony under oath

27 The matter was taken under submission. Based on the
 28 evidence and argument presented at the hearing and the briefs filed,
 the Labor Commissioner hereby adopts the following decision.

I. FINDINGS OF FACT

1. This case arises out of a dispute between an actor, Jude Salazar, and her managers, Diane Pardoe and Sarah Pardoe, doing business as Iris Talent Management (hereinafter Ins Talent or Respondents). Salazar alleges that Iris Talent acted as an unlicensed talent agency.

2. On June 26, 2021, Salazar and Iris Talent entered into a Personal Management Agreement. The term of the agreement was for one year. The contract required that Salazar pay "15% of acting jobs that have been procured by Iris and 10% that have been procured by an agent or myself."

3. During the period of the contract, Salazar was represented by Taylor Trumbo of Evolve Artists Agency, a licensed talent agent focusing on obtaining acting bookings in commercials.

4. According to Ins Talent's briefing papers, throughout the course of the contract with Salazar, Ins Talent "reach[ed] out to casting directors, producers, and other talent buyers" for Salazar. "In short, the Pardoe's and Ins Talent procured for the Petitioner's benefit, the very reason Petitioner hired them." During the hearing, Iris Talent reiterated that a fundamental purpose of their contract was to procure work for Salazar

5. for Salazar Iris Talent's course of conduct confirmed its admission that it worked to obtain booking

6. In August 2021, Diane Pardoe noted in a text message to Salazar that Salazar was on "avail" for an IHOP television commercial and provided the booking info sheet. In an email to Salazar on August 5, 2021, Diane Pardoe wrote to Salazar: "Since this booking is through us, please put our name and contact information as your agency/representation on all booking forms." Because it had procured the work, Iris Talent took a 15% commission on this booking.

7. In December 2021, Iris Talent submitted Salazar's audition tape for a national TJ Maxx commercial. On December 14, 2021, Sarah Pardoe confirmed Salazar's availability for the shoot. On December 20, 2021, Sarah Pardoe texted Salazar: "So excited

1 this one came through!! This was the one we got you!" Iris Talent
2 took a 15% commission on this booking.

3 8. Text messages and emails provided similarly show that
4 Iris Talent submitted Salazar for booked commercials with
5 Mountain Dew and Curateur and subsequently took a 15%
6 commission.

7 9. Iris Talent's actions were not at the request of Trumbo,
8 Salazar's commercial agent. Trumbo testified that Iris Talent often
9 submitted Salazar for commercial bookings without informing her
10 and did not consistently list her as the agent for Salazar. Trumbo
11 noted in an email that Iris Talent even indicated that it worked "start
12 to finish on commercials" with clients.

13 10. On June 24, 2022, Salazar emailed Iris Talent to
14 terminate the contract. She stated that Iris Talent was in violation of
15 the Talent Agencies Act.

16 11. Following Salazar's email, Iris Talent emailed other
17 representatives, casting directors, and managers stating that Salazar
18 "refused to pay us commissions on projects that we booked her "In
19 one of these emails, Iris Talent indicated that it intended for the case
20 to be a "watershed moment for the entertainment industry". on...

21 12. During the period of the contract, Salazar calculated
22 that she paid a total of \$8,713.74 to Ins Talent in commissions. She
23 calculated this amount by reviewing her bookings and her Venmo
24 history, which indicated the amounts of commissions Iris Talent had
25 requested. All of the bookings-and consequently the payments
26 occurred after July 21, 2021. Iris Talent did not dispute these
27 calculations.

28 II. LEGAL DISCUSSION

This case raises the following legal issues:

A. Whether Respondent procured entertainment
engagements without a talent agency license under the Talent
Agencies Act (the Act)?

B. Whether the Labor Commissioner may award any
remedy to an artist for a manager's unlicensed procurement of work,

1 including voiding the contract ab initio or severing the offending
2 practices?

3 C. Whether the appropriate remedy in this case is to void
4 the entire contracts ab initio, or sever the offending practices under
5 the principles articulated in *Marathon Entertainment, Inc. v. Blasi*,
6 42 Cal 4th 974 (2008)?

7 **A. Whether Respondent procured entertainment engagements**
8 **without a talent agency license under the Talent Agencies Act**
9 **(the Act)?**

10 The first issue is whether, based on the evidence presented
11 at this hearing, Respondents operated as a "talent agency" within the
12 meaning of Labor Code section 1700.4(a). Based on the evidence
13 and testimony presented at hearing as well as Respondents
14 admissions, Respondents acted as an unlicensed Talent Agency by
15 procuring bookings for Salazar.

16 Labor Code section 1700.4(a) defines "talent agency" as:

17 "a person or corporation who engages in the occupation
18 of procuring, offering, promising, or attempting to
19 procure employment or engagements for an artist or
20 artists."

21 The term "procure," as used in this statute, means to get
22 possession of obtain, acquire, to cause to happen or be done: bring
23 about. *Wachs v. Curry*, 13 Cal. App.4th 616, 628 (1993), *abrogated*
24 *on other grounds as recognized by Marathon*, 42 Cal. 4th at 987.
25 Thus, "procuring employment" under the statute includes attempting
26 to attain employment on behalf of an artist, negotiating for
27 employment, sending an artist's work to prospective employers, and
28 entering into discussions regarding employment contractual terms
with a prospective employer.

Labor Code section 1700.5 provides that "[n]o person shall
engage in or cany on the occupation of a talent agency without first
procuring a license therefor from the Labor Commissioner" In
Waisbren v. Peppercorn Production, Inc., 41 Cal. App.4th 246
(1995), the court held that any single act of procuring employment
subjects the agent to the Talent Agencies Act's licensing
requirements, thereby upholding the Labor Commissioner's
longstanding interpretation that a license is required for any

1 procurement activities, no matter how incidental such activities are
2 to the agent's business as a whole.

3 In contrast, a person may counsel and direct artists in the
4 development of their professional careers, or otherwise "manage"
5 artists while avoiding any procurement activity (procuring,
6 promising, offering, or attempting to procure artistic employment of
7 engagements) - without the need for a talent agency license. In
8 addition, such person may procure non-artistic employment or
9 engagements for the artist, without the need for a license. *Styne v.*
10 *Stevens*, 26 Cal.4th 42 (2001).

11 It is undisputed that Salazar is an artist, Iris Talent lacked
12 a talent agency license from the Labor Commissioner, and Iris
13 Talent nonetheless procured work for Salazar. Iris Talent repeatedly
14 and continuously submitted Salazar for bookings, listed itself as the
15 agent/representative for Salazar, and collected a higher 15% fee for
16 its own bookings, including the IHOP, Mountain Dew, TJ Maxx,
17 and Curateur bookings. Ins Talent does not claim-and there is no
18 evidence to support that Iris Talent met the safe harbour of Labor
19 Code Section 1700.44(d) by acting "in conjunction with, and at the
20 request of, a licensed talent agency in the negotiation of an
21 employment contract." Indeed, Trumbo's testimony indicated that
22 Iris Talent often did not keep her informed of Iris Talent's
23 procurement activities for Salazar, much less acted at Trumbo's
24 request.

25 **B. Whether the Labor Commissioner may award any remedy to
26 an artist for a manager's unlicensed procurement of work,
27 including voiding the contract ab initio or severing the offending
28 practices?**

Respondents' principal argument is that because the Talent
Agencies Act lacks an explicit remedy for unlicensed procurement
by a manager, the Labor Commissioner cannot void or sever the
contract. Correspondingly, they argue, the Labor Commissioner
must uphold the contract.

Binding precedent clearly rejects this interpretation. In
Marathon Entertainment, Inc. v. Blasi, 42 Cal.4th 974 (2008), the
California Supreme Court addressed remedies available for
unlicensed procurement under the Act. The Act, the Court noted,

1 "defines conduct, and hence contractual relations, that are illegal:
 2 An unlicensed talent agency may not contract with talent to provide
 3 procurement services." *Id.* at 991. Absent remedies in the Act itself,
 4 the Court looked to the Civil Code, which contains remedies for
 5 unlawful contracts. *See Id.* & n.9 (citing Civil Code Sections 1598
 6 and 1599 describing rules for voiding a contract in full and
 7 severability respectively). The Court held that when a manager acts
 8 as an unlicensed talent agent, the contract between management and
 9 talent could be declared fully void or be severed. *Id.* at 996; *see also*
 10 *Buchwald v. Superior Ct.*, 254 Cal. App. 2d 347, 351 (Ct. App. 1967)
 11 (interpreting the Act's predecessor to cover manager's and allowing
 12 the remedy of voiding contracts). As Respondents acknowledge,
 13 California courts for half a century have found that a contract could
 14 be voided based on unlawful actions by an unlicensed talent agent.
 15 *See generally Buchwald*, 254 Cal. App. 2d 347.

16 In response, Respondents claim that *Buchwald* was
 17 "judicial error" because the *Buchwald* appellate court misinterpreted
 18 previous California Supreme Court authority barring courts or
 19 administrative agencies from voiding contracts without specific
 20 statutory remedies. At the outset, this argument ignores the 2008
 21 *Marathon* decision in which, as explained above, the California
 22 Supreme Court unmistakably held that remedies from the Civil
 23 Code applied to unlawful contracts under the Act. In doing so, the
 24 Court reaffirmed that talent could enforce remedies for unlawful
 25 procurement under the Act. Moreover, Respondents position
 26 contradicts basic rule of law. The Labor Commissioner cannot
 27 ignore fifty years of binding precedent even if she believed that a
 28 binding court incorrectly analyzed previous precedent.

29 Finally, Respondents position undermines the clear
 30 Legislative intent of the Talent Agencies Act as interpreted by the
 31 California Supreme Court. "The Act establishes its scope through a
 32 functional, not a titular, definition. It regulates *conduct*, not labels;
 33 it is the act of procuring (or soliciting), not the title of one's business,
 34 that qualifies one as a talent agency and subjects one to the Act's
 35 licensure and related requirements." *Id.* (emphasis in original).
 36 Applying this understanding, the *Marathon* Court confirmed "a
 37 personal manager who solicits or procures employment for his
 38 artist-client is subject to and must abide by the Act." *Id.* at 986. By
 regulating this conduct, the Legislature acted on its concern that

1 those representing aspiring artists might take advantage of them,
 2 whether by concealing conflicts of interest when agents split fees
 3 with the venues where they booked their clients, or by sending
 4 clients to houses of ill-repute under the guise of providing
 5 'employment opportunities. *Id.* at 984. As the Court recognized,
 6 these dangers do not diminish simply because a representative labels
 7 themselves a "manager" rather than an "agent" when procuring
 8 work. Consistent with the Labor Commissioner's previous views
 9 and fifty years of binding precedent, we reject Respondents
 10 attempted end-run around the Talent Agencies Act.

11 **C. If Respondents violated the Act, is the appropriate remedy to**
 12 **void the entire contracts ab initio, or sever the offending**
 13 **practices under the principles articulated in *Marathon***
 14 ***Entertainment, Inc. v. Blasi*, 42 Cal.4th 974 (2008)?**

15 Generally, an agreement that violates the licensing
 16 requirements of the Talent Agencies Act is illegal and
 17 unenforceable. "Since the clear object of the Act it to prevent
 18 improper persons from becoming [talent agents] and to regulate
 19 such activity for the protection of the public, a contract between and
 20 unlicensed [agent] and an artist is void." *Buchwald*, 254 Cal. App
 21 2d at 351.

22 However, in *Marathon*, the Supreme Court held that a
 23 violation of the Talent Agencies Act does not automatically require
 24 invalidation of the entire contract. The Court explained that the Act
 25 does not prohibit application of the equitable doctrine of severability
 26 and that therefore, in appropriate cases, a court is authorized to sever
 27 the illegal parts of a contract from the legal ones and enforce the
 28 parts of the contract that are legal. *Marathon*, 42 Cal.4th at 990-96.

25 ¹ Respondents in their papers and in their presentation at hearing emphasized the
 26 *Marathon* court's statement that "[t]he Act is silent-completely silent-on the subject
 27 of the proper remedy for illegal procurement." *Marathon*, 42 Cal. 4th at 991.
 28 Respondents, however, ignore the subsequent paragraphs applying Civil Code
 remedies for voiding the contract as a whole or severing the contract to contracts
 including unlawful procurement.

1 In discussing how severability should be applied in Talent
 2 Agencies Act cases involving disputes between managers and artists
 3 as to the legality of a contract, the Court in *Marathon* recognized
 4 that the Labor Commissioner may invalidate an entire contract when
 5 the Act is violated. The Court left it to the discretion of the Labor
 6 Commissioner to apply the doctrine of severability to preserve and
 7 enforce the lawful portions of the parties contract where the facts so
 8 warrant. As the Supreme Court explained in *Marathon*:

9 Courts are to look to the various purposes of the contract. If the
 10 central purpose of the contract is tainted with illegality, then the
 11 contract as a whole cannot be enforced. If the illegality is
 12 collateral to the main purpose of the contract, and the illegal
 13 provision can be extirpated from the contract by means of
 14 severance or restriction, then such severance and restriction are
 15 appropriate.

16 [...]

17 Inevitably, no verbal formulation can precisely capture the full
 18 contours of the range of cases in which severability properly
 19 should be applied, or rejected. The doctrine is equitable and fact
 20 specific and its application is appropriately directed to the sound
 21 discretion of the Labor Commissioner and trial court in the first
 22 instance.

23 *Marathon*, 42 Cal.4th at 996, 998.

24 In assessing the appropriateness of severance, two
 25 important considerations are (1) whether the central purpose of the
 26 contract was pervaded by illegality and (2) if not, whether the illegal
 27 portions of the contract are such that they can be readily separated
 28 from those portions that are legal.

Petitioner argues, and Respondents concede, severability
 does not apply here. We agree. The central purpose of the
 managerial contract was to procure work for Salazar. The contract
 is void as a whole.

III. DISPOSITION

Accordingly, it is hereby ordered as follows:

1. The Management Agreement between Petitioner and Respondents is void ab initio and unenforceable. Respondents have no rights or entitlements to any commissions arising from such agreement.
2. Petitioner's request for disgorgement is GRANTED. Respondents shall pay Petitioner \$8,713.74.

Dated: February 17, 2023 STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS ENFORCEMENT

Casey Raymond
Special Hearing Officer for the Labor Commissioner

ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER

Dated: 2/17/2023 _____
LILIA GARCIA-BROWER
State Labor Commissioner