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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES**

13 STARSTRUCK MANAGEMENT )  
14 GROUP, LLC, a Tennessee limited )  
15 liability company, )  
16 Plaintiff, )  
17 vs. )  
18 KELLY CLARKSON, an individual; )  
19 FACE FACE PRODUCTION, INC., a )  
20 Nevada corporation; SHPANTS, INC., a )  
21 Nevada corporation; and DOES 1 through )  
22 20, inclusive, )  
23 Defendants. )

24 CASE NO. 20STCV37081  
25 [Assigned For All Purposes - Dept. 38  
26 Judge Gregory W. Alarcon]  
27 Complaint Filed: September 29, 2020  
28 (1) **NOTICE OF MOTION AND  
MOTION OF DEFENDANTS  
KELLY CLARKSON, FACE  
FACE PRODUCTIONS, INC.  
AND SHPANTS, INC. TO STAY  
ACTION PENDING  
LABOR COMMISSION  
PROCEEDING**  
(2) **MEMORANDUM OF POINTS  
AND AUTHORITIES**  
(3) **DECLARATION OF  
EDWIN F. McPHERSON**

**RESERVATION ID: 007782666071**

Date: December 3, 2020  
Time: 8:30 a.m.  
Dept: 36

29 PLEASE TAKE NOTICE that, on December 3, 2020, at 8:30 a.m., or as soon thereafter  
30 as this matter may be heard in Department 36 of the Superior Court, located at 111 North Hill  
31 Street, Los Angeles, California, Defendants Kelly Clarkson, Face Face Productions, Inc. and

1 Shpants, Inc. (hereinafter "Defendants") will move this Court for an Order staying the present  
2 action pending the determination of Defendants' Labor Commission proceedings against  
3 Plaintiff Starstruck Management Group, LLC.

4 This Motion is based on the following grounds:

5 (1) On or about October 20, 2020, Defendants filed a Petition to Determine  
6 Controversy with the California Labor Commissioner;

7 (2) If Defendants prevail in the pending Labor Commission proceeding, all, or  
8 substantially all, issues between the parties that are at issue in this case shall be conclusively  
9 resolved because the purported oral agreement that is at issue in this matter concerns, among  
10 other things, commissions earned from managing Defendant Clarkson, and such agreement will  
11 be deemed void; and

12 (3) The pending Labor Commission proceeding between the parties removes  
13 jurisdiction from this Court to hear any and all matters relating to this case.

14 The Motion will be further based on the attached Memorandum of Points and Authorities,  
15 the Declaration of Edwin F. McPherson, the pleadings and papers on file in this action of which  
16 this Court is requested to take judicial notice, and such oral and documentary evidence as may be  
17 presented at the hearing of this Application.

18 This Court is also requested to take judicial notice of Defendants' Petition to Determine  
19 Controversy, which has been filed with the Labor Commissioner, which Petition is attached  
20 hereto as Exhibit "A."

21  
22 Dated: October 28, 2020

**McPHERSON LLP**  
Edwin F. McPherson  
Pierre B. Pine


23  
24  
25 By:   
EDWIN F. MCPHERSON  
Attorneys for Defendants  
KELLY CLARKSON, FACE  
FACE PRODUCTIONS, INC.  
and SHPANTS, INC.  
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 The Complaint in this case was filed on or about September 29, 2020. The Complaint  
4 contains three causes of action, to wit: (1) Breach of Oral Contract; (2) Declaratory Relief; and  
5 (3) An Accounting. All of the causes of action arise out of Plaintiff’s claim that, in or about  
6 2007, Defendants entered an oral management agreement with Plaintiff, whereby Plaintiff was  
7 to, among other things, provide personal management services for Defendants, and Defendants  
8 were to pay to Plaintiff a percentage of their gross earnings.

9 On October 20, 2020, Defendants filed a Petition to Determine Controversy with the  
10 California Labor Commissioner, seeking, among other things, an Order declaring that the  
11 alleged agreement that is the basis of this action be declared “void.” As such, and as set forth in  
12 detail below, the Labor Commission has exclusive jurisdiction to determine the validity of any  
13 and all agreements between the parties.

14 Moreover, if Defendants prevail in the Labor Commission proceeding, this case will be  
15 moot because there will be no enforceable agreement between the parties, and Plaintiff’s alleged  
16 right to collect commissions from Defendants shall no longer exist. Accordingly, this action  
17 must be stayed, pending the disposition of that proceeding.

18  
19 **II. DISCUSSION**

20 **A. THE CALIFORNIA LABOR COMMISSIONER HAS EXCLUSIVE,**  
21 **ORIGINAL JURISDICTION OVER THIS CASE.**

22 This case involves one principal claim by Plaintiff: that it is entitled to a percentage of  
23 Defendants’ gross earnings during the course of Plaintiff’s relationship with Defendants.  
24 However, it is Defendants’ position that the management agreement is void and unenforceable  
25 because Plaintiff violated the Talent Agencies Act (hereinafter the “Act”) by improperly  
26 procuring employment for Defendants without obtaining a Talent Agency License from the  
27 Labor Commissioner. Any and all alleged agreements supporting such a claim are left to the  
28 exclusive interpretation of the Labor Commissioner pursuant to the Act.

1 The law is well settled in California that the Act grants the Labor Commissioner “original  
2 jurisdiction, to the exclusion of the superior court” to interpret the Act. The Act, found at  
3 Division 2, Part 6, Chapter 4 of the California Labor Code (Labor Code Section 1700, et seq.),  
4 regulates talent agencies with respect to their agency contracts and fees, among other things.  
5 Section 1700.44 provides as follows:

6 In cases of controversy arising under this chapter, the parties  
7 involved shall refer the matters in dispute to the Labor  
8 commissioner, who shall hear and determine the same, subject to an  
9 appeal within 10 days after determination, to the superior court  
10 where the same shall be heard de novo.

11 Cal. Labor Code § 1700.44 [emphasis added].

12 In Humes v. MarGil Ventures, Inc. (1985) 174 Cal. App. 3d 486, 220 Cal. Rptr. 186, the  
13 court applied and interpreted Labor Code Section 1700.44 and its jurisdictional impact. The  
14 court held:

15 Section 1700.44 is mandatory; as to a controversy such as this one  
16 arising under the artists’ managers act [the Act’s predecessor], ***the***  
17 **Labor commission has original jurisdiction to hear and**  
18 **determine the same to the exclusion of the superior court**, subject  
19 to an appeal to the superior court within 10 days after determination  
20 [emphasis added].

21 Id. at 494-5 (citing Buchwald v. Superior Court (1967) 254 Cal. App. 2d 347, 358-59, 62  
22 Cal.Rptr. 364).

23 As stated by the Court in Buchwald v. Superior Court, supra (1967) 254 Cal. App. 2d at  
24 357-358, 52 Cal. Rptr. at 371-372;

25 The labor commissioner is empowered to hear and determine  
26 disputes [under the Act], including the validity of the artists’  
27 manager-artist contract and the liability, if any, of the parties  
28 thereunder. [citation] . . . In the settlement of disputes the

1 jurisdiction of the labor commissioner is similar to, but broader, than  
2 the power of an arbitrator under Code of Civil Procedure Sections  
3 1280-1294.2 . . . .

4 \* \* \*

5 **We hold as to the cases or controversies arising under the**  
6 **[Talent Agencies] Act that the labor commissioner has original**  
7 **jurisdiction to hear and determine the same to the exclusion of**  
8 **the superior court, subject to an appeal within 10 days after the**  
9 **determination, to the superior court.**

10 Id. (emphasis added); see also, Garson v. Division of Labor Law Enforcement, (1949) 33 Cal. 2d  
11 861, 206 P.2d 368.

12 The California Supreme Court case of Styne v. Stevens (2001) 26 Cal.4th 42, 109  
13 Cal.Rptr. 2d, 14 26 P.3d 343, is completely dispositive of the issue here, *i.e.*, whether this action  
14 must be stayed pending the determination by the Labor Commissioner of all issues relating to the  
15 Talent Agencies Act.

16 In Styne, a personal manager sued to collect sums allegedly due under a management  
17 agreement. The artist argued, in turn, that the management agreement was illegal and void  
18 because the manager had procured employment without a talent agency license, in violation of  
19 the Talent Agencies Act. Id. at 46-47. The Court of Appeal held that Stevens's defense under  
20 the Act was barred because she had failed to invoke the Act, and to refer the matter to the  
21 Commissioner, within one year after she was served with Styne's complaint. Id.

22 However, the California Supreme Court, in a unanimous decision, reversed the decision  
23 of the Court of Appeal, ordered a new trial, and directed the trial court immediately to stay the  
24 action pending the determination by the Labor Commissioner. In so holding, the Supreme Court  
25 reached the following conclusions:

26 1. The statute of limitations does not bar the *defensive* use of the Act, *i.e.*, used solely  
27 as a defense (as such, the defense can be used as a complete bar to the case at any time during  
28 the pendency of the litigation); and



1           2.     Any claims based upon the Act, whether used as an affirmative claim or simply as  
2 a defense to the action, “must first be referred to the [California Labor] Commissioner for  
3 resolution.” Id.

4           The Court addressed the issue of the Labor Commissioner’s exclusive jurisdiction to hear  
5 claims arising under the Act:

6           The Talent Agencies Act specifies that “[i]n cases of controversy  
7 arising under this chapter, **the parties involved shall refer the**  
8 **matters in dispute to the Labor Commissioner**, who shall hear and  
9 determine the same . . . . “The Commissioner has the authority to  
10 hear and determine various disputes, including the validity of artists’  
11 manager-artist contracts and the liability of the parties thereunder.  
12 [Citations] **The reference of disputes involving the [A]ct to the**  
13 **Commissioner is mandatory.** [Citation] **Disputes must be heard**  
14 **by the Commissioner, and all remedies before the Commissioner**  
15 **must be exhausted before the parties can proceed to the superior**  
16 **court.”** [Citations]

17 Id. at 54. In addition:

18           When the Talent Agencies Act is invoked in the course of a contract  
19 dispute, **the Commissioner has exclusive jurisdiction to determine**  
20 **his jurisdiction over the matter, including whether the contract**  
21 **involved the services of a talent agency.** [Citation] Having so  
22 determined, the Commissioner may declare the contract void and  
23 unenforceable as involving the services of an unlicensed person in  
24 violation of the Act. [Citations] **It follows that a claim to this**  
25 **effect must first be submitted to the Commissioner, and that**  
26 **forum must be exhausted, before the matter can be determined**  
27 **by the superior court.**

28 ///

1 Id. at 54-56, citing Park v. Deftones (1999) 71 Cal.App.4th 1465, 84 Cal.Rptr. 616; REO  
2 Broadcasting Consultants v. Martin (1999) 69 Cal.App.4th 489, 81 Cal. Rptr.2d 639; Humes v.  
3 MarGil Ventures, Inc. (1985) 174 Cal.App.3d 486, 220 Cal.Rptr. 186; Buchwald v. Katz (1972)  
4 8 Cal.3d 493, 496, 105 Cal.Rptr. 368, 503 P.2d 1376; Buchwald v. Superior Court (1967) 254  
5 Cal.App.2d 347, 360-61, 62 Cal.Rptr. 364.

6 In this case, as in almost all cases that arise under the Act, Plaintiff will no doubt claim  
7 that it has not violated the Act, or that it is somehow exempt from the Act. However, Styne  
8 makes it clear that it is the Labor Commissioner that must decide all such issues in the first  
9 instance. As discussed further in Styne:

10 The Commissioner’s exclusive jurisdiction to determine his  
11 jurisdiction over issues colorably arising under the Talent Agencies  
12 Act thus empowers him alone to decide, in the first instance, whether  
13 the facts do bring the case within the Act. When statutes require a  
14 particular class of controversies to be submitted *first* to an  
15 administrative agency as a *prerequisite* to judicial consideration, and  
16 the parties reasonably dispute whether their case falls into that  
17 category, **it lies within the agency’s power “to determine in the**  
18 ***first instance, and before judicial relief may be obtained, whether***  
19 **[the] controversy falls within the [agency’s] statutory grant of**  
20 **jurisdiction [citations].”**

21 Styne v. Stevens, at 55, n.6 (emphasis in original), citing United States v. Superior Court (1941)  
22 19 Cal.2d 189, 195, 120 P.2d 26.

23 Here, and in many similar cases under the Talent Agencies Act, a  
24 conclusion that the superior court has the prior exclusive right to  
25 determine the issue of jurisdiction would undermine the clear  
26 purpose of section 1700.44, subdivision (a), and the principle of  
27 exhaustion of administrative remedies generally, by giving the court,  
28 not the Commissioner, the exclusive right to decide in the first

1 instance *all the legal and factual issues on which an Act-based*  
2 *defense depends . . . .*

3 Styne v. Stevens, at 55, n.6 (emphasis in original).

4 Although the artist in the Styne case asserted that the Superior Court and the Labor  
5 Commissioner have “concurrent” original jurisdiction, the Supreme Court unequivocally rejected  
6 that assertion, ruling that “the plain meaning of section 1700.44, subdivision (a), and the relevant  
7 case law, negate any inference that courts share original jurisdiction with the Commissioner in  
8 controversies arising under the Act. On the contrary, the Labor Commissioner’s original  
9 jurisdiction of such matters is exclusive.” Id. at 58.

10 When an issue under the Act arises in this fashion, the appropriate  
11 course is simply to stay the superior court proceedings and file a  
12 “petition to determine controversy” before the Commissioner.

13 Id. (emphasis added) citing Cal. Code Regs., Title 8, § 12022.

14 The Labor Commission clearly has exclusive jurisdiction to determine whether or not any  
15 purported agreement regarding Plaintiff’s right to earn commissions from Defendants’ work is  
16 void. It is this alleged agreement that serves as the basis of Plaintiff’s claims in this action, and  
17 any dispute regarding this alleged agreement must be determined by the Labor Commissioner.

18 Promptly after learning that Plaintiff had violated the Talent Agencies Act, Defendants  
19 initiated Labor Commission proceedings against Plaintiff, in which they seek to have the  
20 purported agreement deemed void and unenforceable. If Defendants are successful, all of  
21 Plaintiff’s claims in this action will become moot. As such, Defendants are seeking to stay this  
22 action pending the Labor Commission proceedings.

23  
24 **B. THE DOCTRINE OF EXHAUSTION OF ADMINISTRATIVE REMEDIES**  
25 **ALSO MANDATES THAT THIS ACTION BE STAYED.**

26 As discussed above, the Labor Commissioner has exclusive original jurisdiction to  
27 interpret the Talent Agencies Act. This Court has no jurisdiction to interpret the Act until the  
28 Labor Commissioner has made a final determination and a party appeals that determination to

1 this Court.

2 Aside from this specific, codified mandate, which is also supported by relevant case law,  
3 the well-established Doctrine of Exhaustion of Administrative Remedies also requires that  
4 Plaintiff submit to the jurisdiction of the Labor Commissioner, and that this Court dismiss or  
5 stay this action. Under that Doctrine:

6 [w]hen administrative machinery exists for the resolution of  
7 differences, the courts will not act until such administrative  
8 procedures are full utilized and exhausted. To do so would be in  
9 excess of their jurisdiction.

10 Horack v. Franchise Tax Board (1971) 18 Cal. App. 3d 363, 368, 95 Cal. Rptr. 717 (holding  
11 that, because petitioners had not exhausted their administrative remedies, the lower court  
12 exceeded its jurisdiction per se); See also, Noonan v. Green (1969) 276 Cal. App. 2d 25, 31, 80  
13 Cal. Rptr. 513 (“Because of failure of the parties to pursue the administrative remedies provided  
14 . . . the trial court had no jurisdiction to determine this matter.”); Environmental Law Fund v.  
15 Town of Conte Madera (1975) 49 Cal. App. 3d 105, 111, 122 Cal. Rptr. 288, quoted in Humes,  
16 174 Cal. App. 3d at 494 (“this exhaustion of the administrative remedy is ordinarily treated as a  
17 jurisdictional prerequisite, not as a matter of judicial discretion.”).

18 Jurisdiction goes directly to the power of the court to hear the matter; it is not a “right,”  
19 and thus may not be waived. Buchwald v. Superior Court (1967) 254 Cal. App. 2d 347;  
20 Sampsell v. Superior Court (1948) 32 Cal. 2d 763, 197 P. 2d 739. It is well established that:

21 **Exhaustion of administrative remedies is not just a matter of**  
22 **judicial discretion but is jurisdictional [citations] and cannot be**  
23 **excused by the court on the ground that it will cause**  
24 **unreasonable delay or hardship. [citations]**

25 2 Cal. Jur. 3d at 506-509.

26 It is well settled that “it lies within the power of the administrative agency to determine in  
27 the first instance, and before judicial relief may be obtained, whether a given controversy falls  
28 within a statutory grant of jurisdiction.” United States v. Superior Court, (1941)19 Cal. 2d 189,

1 195, 120 P. 2d 26, quoted in Buchwald, 254 Cal. App. 2d at 360-61.

2  
3 **C. A DETERMINATION OF THE LABOR COMMISSIONER IN**  
4 **DEFENDANTS' FAVOR WILL BE DISPOSITIVE OF ALL ISSUES**  
5 **RAISED IN THE COMPLAINT.**

6 In this case, Plaintiff, notwithstanding its failure to obtain a talent agent's license from the  
7 Labor Commissioner, continues to demand that it be paid a percentage of Defendants' income  
8 from employment that Plaintiff unlawfully procured for Defendants.

9 Defendants' Petition seeks a determination by the Labor Commissioner that Plaintiff is  
10 not entitled to any commissions whatsoever, and that the alleged agreement was, from the outset,  
11 void and unenforceable because of the aforementioned violations of the Talent Agencies Act. If  
12 Defendants are successful, all issues raised in Plaintiff's Complaint will be moot because  
13 Plaintiff will have no right to any commissions, and the alleged agreement upon which it bases  
14 its claims will become unenforceable.

15 Clear authority for Defendants' Petition may be found in Buchwald v. Superior Court,  
16 (1967) 254 Cal. App. 2d 347, 351, 62 Cal. Rptr. 364, 367, where the Court stated:

17 Since the clear object of the Act is to prevent improper persons from  
18 becoming artists' managers and to regulate such activity for the  
19 protection of the public, a contract between an unlicensed artists'  
20 manager and an artist is void. [Citations.] Contracts otherwise  
21 violative of the Act are void [citations] and as to such contracts,  
22 artists, being of the class for whose benefit the Act was passed, are  
23 not to be ordinarily considered as being in pari delicto. [Citations.]

24 (Emphasis added).

25 It has long been the law that, where an action is founded upon an unlawful contract, the  
26 court will not enforce the illegal contract. (74 A.L.R. 3d, Recovery of Money Paid to  
27 Unlicensed Persons, F3(a); 17 Am. Jur. 2d, Contract, 216, 221, and 223.) The fact that a party to  
28 a contract was acting illegally and in violation of a regulatory statute is grounds for a court's

1 refusal to enforce that contract. (Lewis & Queen v. N.M. Ball Sons, (1957) 48 Cal. 2d 141, 308  
2 P.2d 713)

3 Moreover, when a statute that is enacted for the protection of the public requires a license  
4 for the doing of certain acts, a contract to perform such acts that is entered into by an unlicensed  
5 person is illegal and void, and will not be enforced. (Lewis & Queen, supra, Buchwald v.  
6 Superior Court, supra, George Foreman Associates, Ltd. v. Foreman, 389 F.Supp. 1309, 1313-  
7 1315 (N.D. Cal. 1974) (applying California law); Loving & Evans v. Blick, (1978) 33 Cal. Rptr.  
8 22, 28-29; Albaugh v. Moss Construction Co., (1954) 125 Cal. App. 2d 126, 269 P.2d 936, 940;  
9 General Ins. Co. v. St. Paul Fire & Marine Ins. Co., (1970) 38 Cal. App. 3d 359, 368, 91 Cal.  
10 Rptr. 526, 531; Cipitelli v. Sawamura, (1954) 123 Cal. App. 2d 169, 266 P.2d 939; Mansfield v.  
11 Hyde, (1952) 112 Cal. App. 2d 133, 245 P.2d 577; Owen v. Off, (1951) 36 Cal. 2d 751, 227  
12 P.2d 457.

13 The Labor Commissioner has not yet conducted a hearing on Defendants' Petition, and no  
14 determination has been made regarding the allegations contained therein. However, when such a  
15 determination is ultimately made, the decision will be dispositive of all of the issues raised in  
16 Plaintiff's Complaint in this case.

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1 **III. CONCLUSION**

2 Because the California Labor Commissioner has exclusive original jurisdiction of this  
3 case, and this Court has no such jurisdiction, this Court must stay all proceedings herein,  
4 pending review and determination of the Labor Commissioner.

5 Based on the foregoing, Defendants respectfully request that this Court enter an Order  
6 staying further proceedings in this action, in its entirety, pending the determination by the Labor  
7 Commissioner.

8  
9 DATED: October 28, 2020

**McPHERSON LLP**  
Edwin F. McPherson  
Pierre B. Pine

10  
11 By:   
12 EDWIN F. McPHERSON  
13 Attorneys for Defendants  
14 KELLY CLARKSON, FACE  
15 FACE PRODUCTIONS, INC.  
16 and SHPANTS, INC.





# **EXHIBIT "A"**

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OCT 20 2020

STATE OF CALIFORNIA  
LABOR COMMISSIONER'S OFFICE  
OAKLAND LICENSING & REGISTRATION



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FACE FACE PRODUCTIONS, INC., and SHPANTS, INC.

**DIVISION OF LABOR STANDARDS ENFORCEMENT**

**DEPARTMENT OF INDUSTRIAL RELATIONS**

**STATE OF CALIFORNIA**

KELLY BLACKSTOCK p/k/a KELLY CLARKSON, an individual; FACE FACE PRODUCTIONS, INC., a Nevada corporation; and SHPANTS, INC., a Nevada corporation,

Petitioner,

vs.

STARSTRUCK MANAGEMENT GROUP, LLC, a Tennessee limited liability company; STARSTRUCK ENTERTAINMENT, LLC, a Tennessee limited liability company; BRANDON BLACKSTOCK, an individual; and NARVEL BLACKSTOCK, an individual,

Respondents.

CASE NO. 52781

**PETITION TO DETERMINE CONTROVERSY** (Cal. Labor Code §§1700, *et seq.*)

Petitioners KELLY BLACKSTOCK p/k/a KELLY CLARKSON, FACE FACE PRODUCTIONS, INC., and SHPANTS, INC. (hereinafter collectively "Petitioners") allege as follows:

1. This Petition is filed pursuant to the authority of Section 1700 *et seq.* of the California Labor Code.

**EXH. "A"**

1           2.     Petitioners are, and at all times herein mentioned were, “artists,” as that term is  
2 defined in Section 1700.4 of the California Labor Code.

3           3.     Petitioners are informed and believe and, based upon such information and belief,  
4 allege that Respondent STARSTRUCK MANAGEMENT GROUP, LLC (hereinafter  
5 “Starstruck Management”) is, and at all times herein mentioned was, an unlicensed talent agent  
6 in the State of California.

7           4.     Petitioners are informed and believe and, based upon such information and belief,  
8 allege that Respondent STARSTRUCK ENTERTAINMENT, LLC (hereinafter “Starstruck  
9 Entertainment”) is, and at all times herein mentioned was, an unlicensed talent agent in the State  
10 of California.

11          5.     Petitioners are informed and believe and, based upon such information and belief,  
12 allege that Respondent BRANDON BLACKSTOCK (hereinafter “B. Blackstock”) is, and at all  
13 times herein mentioned was, an unlicensed talent agent in the State of California.

14          6.     Petitioners are informed and believe and, based upon such information and belief,  
15 allege that Respondent NARVEL BLACKSTOCK (hereinafter “N. Blackstock”) is, and at all  
16 times herein mentioned was, an unlicensed talent agent in the State of California.

17          7.     In or about 2007, Petitioners entered into an oral agreement with Respondents  
18 (hereinafter the “Agreement”) whereby Respondents were to act as Petitioners’ personal  
19 managers.

20          8.     Petitioners are informed and believe and, based upon such information and belief,  
21 allege that, commencing in approximately 2007, and continuing thereafter, Respondents  
22 performed the functions, and acted in the capacity, of an unlicensed talent agency, as that term is  
23 defined in Section 1700.4 of the California Labor Code, by, *inter alia*, procuring, offering,  
24 promising or attempting to procure, employment, or engagements for Petitioners as artists in the  
25 entertainment industry.

26          9.     Said activities included, but were not limited to, the solicitation, procurement  
27 and/or negotiation of one or more agreements pertaining to the personal services of Petitioners as  
28 artists, as also defined in Section 1700.4 of the California Labor Code.

1           10.    Petitioners are informed and believe and, based upon such information and belief,  
2 allege that Respondents were not licensed as talent agents, that at no time have Respondents  
3 obtained a talent agency license from the California Labor Commissioner, and that the actions of  
4 Respondents in the capacity of unlicensed talent agents constituted a violation of, among other  
5 things, the licensing requirement of Section 1700.5 of the California Labor Code.

6           11.    Petitioners are informed and believe and, based upon such information and belief,  
7 allege that Respondents entered into the Agreement with Petitioners as a subterfuge and  
8 fraudulent device to attempt to circumvent and evade the licensing requirements and other  
9 requirements, restrictions, and regulations of the Talent Agencies Act, Section 1700 *et seq.* of  
10 the California Labor Code.

11           12.    Petitioners are informed and believe and, based upon such information and belief,  
12 allege that, commencing in or about 2007, and continuing through approximately 2020,  
13 Respondents violated the Talent Agencies Act, as defined in Section 1700 *et seq.* of the  
14 California Labor Code by, among other things:

15               (a)    Acting in the capacity of a talent agency as defined in Section 1700.4. of the  
16 California Labor Code by procuring, offering, promising, or attempting to procure, employment  
17 or engagements on behalf of Petitioners, who are “artist[s]” under the Talent Agencies Act,  
18 without first obtaining a talent agency license from the California Labor Commissioner, in  
19 violation of Section 1700.5 of the California Labor Code;

20               (b)    Failing to submit a written application for a license in the form prescribed  
21 by the Labor Commissioner, in violation of Section 1700.6 of the California Labor Code;

22               (c)    Failing to obtain approval of the form of a written talent agency agreement  
23 between Petitioners and Respondent, in violation of Section 1700.23 of the California Labor  
24 Code;

25               (d)    Demanding unconscionable fees and compensation from Petitioners for  
26 illegal services;

27               (e)    Acting in conflict of interest with the best interests of Petitioners;

28    ///

1 (f) Giving false information and/or making false representations to and/or  
2 concealing material information from Petitioners concerning certain matters relating to  
3 Respondents' engagement, in violation of Section 1700.32 of the California Labor Code;

4 (g) Failing to deposit with the Labor Commissioner a surety bond in the penal  
5 sum of \$50,000.00, in violation of Section 1700.15 of the California Labor Code;

6 (h) Failing to include specific language in their Agreement with Petitioners, as  
7 required by Section 1700.23 of the California Labor Code;

8 (i) Failing to post a schedule of fees in their offices, in violation of Section  
9 1700.24 of the California Labor Code;

10 (j) Failing to maintain proper records, in a form approved by the Labor  
11 Commissioner, in violation of Section 1700.26 of the California Labor Code; and

12 (k) Failing to post a copy of the Talent Agencies Act in their offices, in  
13 violation of Section 1700.28 of the California Labor Code.

14 13. Based on the wrongful acts and conduct of Respondents, as alleged hereinabove,  
15 including the violations of Sections 1700, *et seq.* of the California Labor Code, the alleged  
16 Agreement, and all agreements between the parties, should be declared void and unenforceable,  
17 no monies should be paid by Petitioners to Respondents, and all monies previously paid by  
18 Petitioners to Respondents should be disgorged from Respondents, forthwith.

19 14. An actual controversy has arisen and now exists between Petitioners and  
20 Respondents because of the foregoing, and Petitioners respectfully request that the Labor  
21 Commissioner determine the controversy pursuant to Section 1700, *et seq.* of the California  
22 Labor Code.

23 15. Petitioners are entitled to a full and complete accounting from Respondents of all  
24 monies received by Respondents, directly or indirectly, in connection with any and all contracts,  
25 employment, or engagements pertaining in any way to the personal services of Petitioners as  
26 artists in the entertainment industry, or otherwise relating to any services performed or to be  
27 performed pursuant to the alleged Agreement, including, but not limited to, any and all  
28 commissions, fees, profits, advances, producing fees, or other monies.

1           16.    Petitioners respectfully request a hearing on this Petition to be held in Los  
2 Angeles, California.

3           **WHEREFORE**, Petitioners seek the following relief:

4           1.    A determination that the Agreement, and all agreements between the parties, are  
5 void and unenforceable, that Petitioners has no liability thereunder to Respondents, or any of  
6 them, and that Respondents have no rights or privileges thereunder;

7           2.    An accounting from Respondents, and each of them, concerning all monies or  
8 things of value received directly or indirectly by Respondents in connection with any services  
9 rendered or to be rendered by Petitioners as artists in the entertainment industry, or relating in  
10 any way to any services performed or to be performed by Petitioners pursuant to the alleged  
11 Agreement;


12          3.    An Order requiring Respondents to disgorge and return to Petitioners all monies  
13 and things of value received by Respondents, directly or indirectly, pursuant to the Agreement  
14 and/or in connection with any contract, employment, or engagement involving the personal  
15 services of Petitioners as artists in the entertainment industry, including, but not limited to, any  
16 and all commissions, fees, profits, advances, producing fees, or other monies;

17          4.    A determination denying Respondents any claim or offset based on the alleged  
18 value of services rendered, or monies advanced or paid, by Respondents, on behalf of  
19 Petitioners; and

20          5.    Such other and further relief as the Labor Commissioner may deem just and  
21 proper.

22 DATED: October 19, 2020

**McPHERSON LLP**  
Edwin F. McPherson  
Pierre B. Pine

24  
25 By:   
26 EDWIN F. MCPHERSON  
27 Attorneys for Petitioners  
28 KELLY BLACKSTOCK p/k/a  
KELLY CLARKSON, FACE FACE  
PRODUCTION, INC., and  
SHPANTS, INC.

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My address is 1801 Century Park East, 24th Floor, Los Angeles, California 90067.

On October 29, 2020, I served the foregoing document described as:

**(1) NOTICE OF MOTION AND MOTION OF DEFENDANTS KELLY CLARKSON, FACE FACE PRODUCTIONS, INC. AND SHPANTS, INC. TO STAY ACTION PENDING LABOR COMMISSION PROCEEDING; (2) MEMORANDUM OF POINTS AND AUTHORITIES; (3) DECLARATION OF EDWIN F. McPHERSON**

on the interested parties in this action by placing a true and correct copy thereof enclosed in sealed envelopes addressed as follows:

**SEE ATTACHED SERVICE LIST**

XXX **BY MAIL**

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that, on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing.

\_\_\_\_ **BY FACSIMILE**

I faxed such document to the offices of the addressee(s).

\_\_\_\_ **BY FEDERAL EXPRESS**

I am readily familiar with the firm's practice of collection and processing correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.

\_\_\_\_ **BY ELECTRONIC MAIL**

I caused such documents(s) to be transmitted by electronic mail directly to the person(s) being served and the name(s) and electronic mail address(es) of the person(s) served as set forth on the service list.

Executed on this October 29, 2020, at Los Angeles, California.

XXX (State) I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

\_\_\_\_ (Federal) I declare that I am employed in the office of a member of the Bar of this Court, at whose direction the service was made.

RAFFAELLA CESANA

  
\_\_\_\_\_

**SERVICE LIST**

Bryan J. Freedman, Esq.  
Jesse A. Kaplan, Esq.  
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Los Angeles, CA 90067

*Attorneys for Plaintiff STARSTRUCK MANAGEMENT GROUP, LLC*





## Court Reservation Receipt

### Reservation

Reservation ID:  
007782666071

Status:  
RESERVED

Reservation Type:  
Motion re: (Motion to Stay Action Pending Labor  
Commission Proceedings)

Number of Motions:  
1

Case Number:  
20STCV37081

Case Title:  
STARSTRUCK MANAGEMENT GROUP, LLC, A  
TENNESSEE LIMITED LIABILITY COMPANY vs KELLY  
CLARKSON, et al.

Filing Party:  
Kelly Clarkson (Defendant)

Location:  
Stanley Mosk Courthouse - Department 36

Date/Time:  
December 3rd 2020, 8:30AM

Confirmation Code:  
CR-QUQKDHS6SJE2WZZ3K

### Fees

Description	Fee	Qty	Amount
First Paper Fees (Unlimited Civil)	435.00	1	435.00
Credit Card Percentage Fee (2.75%)	11.96	1	11.96
<b>TOTAL</b>			<b>\$446.96</b>

### Payment

Amount:  
\$446.96

Type:  
MasterCard

Account Number:  
XXXX7366

Authorization:  
95786Z

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