

The Talents of a Talent: *Sonza v. ABS-CBN Broadcasting Corporation*

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This is a Comment on the case of *Sonza v. ABS-CBN*. It aims to illustrate that the media industry is not *sui generis*, and hence necessitates the regular and ordinary application of labor jurisprudence.

The case springs out of a contract entered into between the two parties, Jose Sonza and ABS-CBN. The agreement stipulated that Sonza would render services to ABS-CBN in the form of hosting separate radio and television programs. Subsequently, Sonza resigned through a letter. Despite the letter, ABS-CBN continued to remit Sonza's monthly talent fees to his personal account. Sonza filed charges alleging that ABS-CBN did not pay his salaries, separation pay, service incentive leave pay, and other remunerations. The Court found that there was no employee-employer relationship between the two parties, the nature of their relationship being contractual.

The Comment then proceeds to lay down applicable legal doctrines. It also posits that the media industry is similar to other industries insofar as the determination of employer-employee relationship is concerned. It further said that the industry is imbued with public interest. It then lays down the requisites for said relationship to exist. It discusses with length the most important of said requisites which is control and gives circumstances surrounding the agreement which shows such element of control, i.e., control in actual performance, control by power to delete content, and control by the exclusivity clause.

The Comment concludes that the decision in the case should not be taken to automatically apply to television talents. Moreover, distinction should not have been made between television talents and the rest of the employment pool.