

DIVISION OF LABOR STANDARDS ENFORCEMENT
DEPARTMENT OF INDUSTRIAL RELATIONS
STATE OF CALIFORNIA

Case Nos.: TAC 52904

AVA MONAE GOUGIS, an individual,

Petitioner,

v.

BBA TALENT INC.,

Respondent.

DETERMINATION OF CONTROVERSY

I. Introduction

The above captioned petition was filed on July 12, 2023 by Nicole Gougis (N. Gougis) on behalf of her minor daughter, Ava Monae Gougis (Petitioner or Gougis). Gougis alleges that Respondent talent agency BBA Talent Inc. (BBA) received payment for a job Gougis performed in November 2022 but failed to disburse the funds to Gougis within 30 days from the receipt of funds from the employer as required under Labor Code § 1700.25. Respondent did not file an answer.

A hearing occurred on February 26, 2024 via Zoom. Nicole Gougis appeared on behalf of Petitioner and submitted evidence. Although properly served, Respondent did not attend the hearing.

Based on the testimony and evidence presented at the hearing, the Labor Commissioner hereby adopts the following decision.

II. Findings of Fact

Gougis is a minor artist who was represented by talent agency BBA Talent from 2021 to mid-2023. Renee Howard (Howard) was the President of BBA Talent.

1 In November 2022, Gougis booked a commercial to promote Hasbro’s Transformers Earthspark
2 toys. Denise Barrett, an agent from BBA, helped procure the commercial. The commercial paid \$3000 all-
3 in, inclusive of any commission. Of the \$3000, \$450 was to be deposited in Gougis’ Coogan account¹,
4 \$600 was to be paid to the agency as commission, and the remaining \$1950 would be paid to BBA to be
5 held in trust and disbursed to Gougis. In addition, the production company agreed to book the travel to
6 Minnesota to film the commercial, pay a per diem of \$60 per day per person (minor and adult), and pay
7 for transportation when in Minnesota.

8 Gougis and her mother traveled to Minnesota on November 17, 2022, did her fitting that day, and
9 performed the commercial shoot on November 18, 2022. The travel was booked and paid by the
10 production company. The production company gave N. Gougis the per diem in cash when Gougis and
11 N. Gougis arrived in Minnesota. Gougis incurred \$147.63 in transportation expenses during the trip,
12 including rides to and from the airport.

13 In late February 2023, the production company informed N. Gougis and Barrett that it was having
14 some processing issues depositing money into Gougis’ Coogan account. N. Gougis followed up the same
15 day with the correct direct deposit form. N. Gougis and Barrett then followed up in early March with the
16 production company.

17 On March 15, 2023, the production company informed Barrett and N. Gougis that the check for
18 the commercial (minus the \$450 to be deposited directly in the Coogan account) was in the mail. The
19 check would have been for \$2,697.63--\$600 for the commission, \$147.63 for the transportation
20 reimbursement, and \$1950 remaining for Gougis. On March 17, 2023, \$450 was deposited into Gougis’
21 Coogan account directly by the production company.

22 On April 3, 2023, N. Gougis emailed Barrett asking whether BBA received the check from the
23 production company. Barrett stated that N. Gougis would have to ask Howard about the payment.
24 Howard stated that day that the check may have gone to an old address. Howard did not follow up for
25 two weeks. On April 18, 2023, N. Gougis emailed Howard and Barrett again asking for an update. Howard
26 responded that the check had been reissued and should be arriving anytime.

27 _____
28 ¹ Under Labor Code § 1308.9, “Coogan” trust accounts must be set up for certain minor employees
working in the entertainment industry.

1 2023 informed N. Gougis that BBA knew it owed her daughter money (albeit stating the incorrect amount)
2 and that they would try to pay it. BBA has still yet to disburse the payments.

3 In light of the “utter fabrication and blatant misrepresentation intended to deceive petitioner[]”, the
4 contract between Petitioner and Respondent is void *ab initio*. See *Pope et al. v. Mitchell Agency, Inc. et al.*, TAC
5 2-01 (2001), at 8, 22 (voiding contract *ab initio* when agent withheld disbursement of checks from
6 production company and lied to artists about whether the production companies had paid). Gougis is
7 entitled to disgorgement of the commissions on the booking described above.

8 Gougis is therefore entitled to \$2,097.63 in willfully withheld funds and \$600 in disgorged
9 commissions, for a total of \$2,697.63, plus 10% interest per annum from April 15, 2023 onward. As of
10 March 8, 2024, the interest is \$242.42 for a total of \$2,940.05.

11 **IV. Order**

12 It is ordered as follows:

- 13 1. Respondent BBA Talent Inc. is to pay Petitioner Gougis \$2,940.05, with 10% interest per
14 annum continuing until payment; and
- 15 2. Petitioner’s contract with BBA Talent Inc. is void and unenforceable.

16 Dated: March 8, 2024

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18 _____
19 Casey Raymond
20 Attorney for the Labor Commissioner

21 ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER

22 Dated: March 8, 2024

23 By: 
24 _____
25 LILIA GARCÍA-BROWER
26 California State Labor Commissioner