

1 **STATE OF CALIFORNIA**
2 Department of Industrial Relations
3 Division of Labor Standards Enforcement
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9 Attorney for the Labor Commissioner

10
11 **BEFORE THE LABOR COMMISSIONER**
12
13 **OF THE STATE OF CALIFORNIA**
14

15 RYAN ALBERT HANSEN,) Case No.: TAC 38-06
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17) **DETERMINATION OF**
18) **CONTROVERSY**
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1 The above-captioned matter, a Petition to Determine Controversy under Labor
2 Code §1700.44, came on regularly for hearing on June 22, 2007 in Los Angeles,
3 California, before the undersigned attorney for the Labor Commissioner assigned to hear
4 this case. Petitioner RYAN ALBERT HANSEN, An Individual, appeared and was
5 represented by Michael H. Porrazzo, Esq. of The Porrazzo Law Firm. Respondent
6 ROBIN BROOKS BUFANDA, individually and d/b/a ROBIN BROOKS TALENT

1 MANAGEMENT, appeared through her attorney, Donald V. Smiley, Esq. Brad Hansen
2 appeared as a witness on behalf of Petitioner RYAN ALBERT HANSEN.
3

4 Based on the evidence presented at this hearing and on the other papers on file in
5 this matter, the Labor Commissioner hereby adopts the following decision.

6 **FINDINGS OF FACT**
7

8 1. Petitioner RYAN ALBERT HANSEN, (hereinafter, referred to as
9 "Petitioner"), is an actor who has appeared on the UPN/WB one-hour drama, "*Veronica*
10 *Mars.*"
11

12 2. At all times relevant, Respondent ROBIN BROOKS BUFANDA,
13 individually and d/b/a ROBIN BROOKS TALENT MANAGEMENT, (hereinafter,
14 referred to as "Respondent"), has not been licensed as a talent agent with the State of
15 California.
16

17 3. Petitioner was referred to Respondent by his aunt in June, 2000. In 2000,
18 Petitioner signed a two year term management agreement whereby he agreed to pay
19 Respondent 15% commissions in exchange for Respondent acting as Petitioner's personal
20 manager. At the expiration of the initial two year term, the parties entered into a
21 subsequent written management agreement on April 15, 2002 for a three year term. The
22 second contract was based on the same terms as the first contract.
23

24 4. Petitioner testified that in August, 2004, Respondent sent him to audition
25 for the role of "Dick" on the "*Veronica Mars*" show. Petitioner got the role and was
26 asked to guest star in a total of 10 episodes during the first season. Petitioner was paid
27 \$600-800 per episode.
28

1 5. In March, 2005, Petitioner scheduled a personal trip to Africa to work on a
2 documentary. At the time of scheduling this trip, Petitioner was under the impression
3 that his work on "*Veronica Mars*" had been completed and did not anticipate appearing
4 on any future episodes of the first season. However, prior to leaving for Africa, he
5 received a phone call from Respondent who informed him that she had been working
6 hard on his behalf and had negotiated with "*Veronica Mars*" to have him appear on the
7 last two episodes for \$6,000 per episode. Consequently, Petitioner postponed his African
8 trip and appeared on the last two episodes of "*Veronica Mars*," received \$6,000 per
9 episode for the two episodes and paid Respondent her commissions.
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13 6. On cross examination, Petitioner admitted that during March, 2005,
14 licensed talent agents Kazarian/Spencer & Associates, Inc., ("KSA"), represented him as
15 his talent agents as evidenced in the *Renewal SAG Motion Picture / Television Agency*
16 *Contract* he signed for a three year term commencing on March 22, 2002, which was
17 introduced into evidence by Respondent's attorney. Additionally, Petitioner testified that
18 he did not know what, if any, authorization KSA had given Respondent with respect to
19 employment procured on his behalf or any other terms of Respondent and KSA's
20 relationship. Petitioner testified that all communication with respect to any potential
21 employment was always communicated to him by Respondent. Moreover, all earnings
22 received for his performances on "*Veronica Mars*," were received directly from
23 Respondent, and not any of his licensed talent agents.
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27 7. Brad Hansen, Petitioner's father, corroborated Petitioner's testimony.
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1 Mr. Hansen testified that in March, 2005, he had a telephone conversation with
2 Respondent who informed him that she had negotiated a higher salary for Petitioner on
3 the last two episodes of the first season of "*Veronica Mars*." This phone call took place
4 prior to Petitioner leaving for Africa but after Petitioner had already purchased his plane
5 ticket. Mr. Hansen testified that Respondent informed him that she had negotiated
6 \$6,000 per episode for the last two episodes of the first season of "*Veronica Mars*." Prior
7 to this, Petitioner had only been receiving \$600 per episode. Per Mr.Hansen, Respondent
8 knew that Petitioner was going to Africa but opined to him that it would be well worth
9 Petitioner's time to stay and take the role. Respondent also informed him that she
10 negotiated the deal and was working hard for Petitioner. Per Mr. Hansen, during this
11 phone call, Respondent never mentioned any agent being involved in the negotiations.
12

13 On cross examination, Mr. Hansen testified that he did not speak directly with anyone at
14 "*Veronica Mars*" and didn't have any specific knowledge as to who actually procured the
15 last two episodes for Petitioner. The only information he had with respect to those two
16 episodes is the information related to him by Respondent during their March, 2005 phone
17 call, i.e., that *she* negotiated the higher salary for Petitioner.
18

19 8. Respondent was not present at the hearing and only appeared through her
20 attorney.¹ Thus, although her attorney stated in opening arguments that all employment
21 on behalf of Petitioner was booked through one of his licensed talent agents, no
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27 ¹ While Petitioner did not subpoena Respondent to attend the hearing, it was revealed that she was in fact in the
28 building but refused to voluntarily testify or appear at the hearing.

1 4. Petitioner credibly testified that Respondent informed him that she had
2 been working hard on his behalf and had “negotiated” a higher salary for Petitioner to
3 appear on the last two episodes of the first season of “*Veronica Mars*.” This testimony
4 was corroborated by his father, who credibly testified that he was also directly informed
5 by Respondent that she had negotiated a higher salary for Petitioner to appear on the last
6 two episodes of the first season of “*Veronica Mars*.”² The term “procure,” as used in
7 Labor Code §1700.4(a) means, “to get possession of: obtain, acquire, to cause to happen
8 or be done: bring about.” *Wachs v. Curry* (1993) 13 Cal.App.4th 616, 628. We find that
9 Respondent’s admissions that she “negotiated” a higher salary for Petitioner falls under
10 the definition of “procure.”
11
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14 5. Respondent, through her attorney, argues that all employment obtained on
15 behalf of Petitioner was done through his licensed talent agents. Relying on *Golden*
16 *Brooks v. Lori Coats*, TAC 43-04, (hereinafter, referred to as “*Brooks*”), Respondent also
17 argues that Petitioner has failed to meet his burden of proving that Respondent procured
18 employment on his behalf in violation of the Talent Agencies Act, (“Act”) because he
19 does not have personal knowledge as to whether his licensed talent agents were involved
20
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23 ² While Respondent’s statements to Petitioner and his father regarding negotiation of a higher salary for Petitioner
24 are hearsay statements, they are also admissions and thus, an exception to the hearsay rule. See Evidence Code
25 §1220 and *Nathaniel Stroman (pka Earthquake) v. NW Entertainment, Inc. dba New Wave Entertainment as*
26 *Successor in Interest to Barry Katz Management, Inc.*, TAC 38-05, Statements made by personal manager in
27 pleadings filed in superior court against artist constitute admissions of procurement in violation of the Talent
28 Agencies Act.

1 in procuring work for him in connection with his guest appearances on "*Veronica Mars*."
2 Unlike this case, in *Brooks*, both the petitioner and respondent testified at the hearing. In
3 our *Brooks* determination, we noted that the burden of proof in establishing a violation
4 under the Act falls on the petitioner. Specifically, we stated:

6 "The proper burden of proof in actions before the Labor
7 Commissioner is found at Evidence Code §1:15 which states,
8 '[e]xcept as otherwise provided by law, the burden of proof
9 requires proof by preponderance of the evidence.' Further,
10 *McCoy v. Board of Retirement of the County of Los Angeles*
11 *Employees Retirement Association* (1986) 183 Cal.App.3d
12 1044, 1051 states 'the party asserting the affirmative at an
13 administrative hearing has the burden of proof, including both
14 the initial burden of going forward and the burden of persuasion
15 by preponderance of the evidence [cite omitted].' 'Preponderance
of the evidence standard of proof requires the trier of fact to
believe the existence of a fact is more probable than its
nonexistence.' *In re Michael G.* (1998) 74 Cal.Rptr.2d 642."

16 Additionally, we also referred to a past determination, *A.C. Watson and Clarang Inc. v.*
17 *Richard Glasser, et al.*, TAC 24-99 at pp. 11-12, in which we held,

18 "When establishing a preponderance of the evidence, the moving
19 party must supply more than 'he said/she said' when both parties
20 testify credibly. There must be evidence of an offer, a promise,
21 or an attempt by respondents to procure employment. Minimally,
22 an element of negotiation established through documentary
evidence or testimony from a witness with personal knowledge
of respondents' procurement activity will suffice."

23 Accordingly, we held that the petitioner in *Brooks* had not met her burden of proof as she
24 had not produced *any* evidence, (documentary or witness testimony), to support her
25 contention that the respondent had procured work on her behalf in violation of the Act,
26 especially in light of the respondent's testimony denying that she had procured any
27 engagements on behalf of the petitioner.
28

1 This case is distinguishable from the *Brooks* case because Petitioner testified that
2 Respondent told him that she had been working on his behalf and had negotiated a higher
3 salary for him on the last two episodes of "*Veronica Mars*." This testimony was
4 corroborated by witness testimony from his father, who also credibly testified that
5 Respondent had contacted him and informed him of the same. Evidence Code §411
6 provides: "Except where additional evidence is required by statute, the direct evidence of
7 one witness who is entitled to full credit is sufficient for proof of any fact."
8

9
10 Moreover, unlike *A.C. Watson and Clarang Inc., supra*, this case does not present
11 a situation where we have credible testimony from both sides. Here, Respondent had the
12 opportunity to testify and deny that she made such statements to Petitioner and his father.
13 She failed to do this. Likewise, Respondent had the opportunity to rebut Petitioner and
14 his father's testimony by presenting documentation or witness testimony supporting her
15 defense that all procurement was done through a licensed talent agent. Again,
16 Respondent failed to present such evidence. Evidence Code §413 provides in pertinent
17 part: "In determining what inferences to draw from the evidence or facts in the case
18 against a party, the trier of fact may consider, among other things, the party's failure to
19 explain or deny by his testimony such evidence or facts in the case against him..." Thus,
20 the only admissible evidence presented, which we find credible, is that Respondent
21 admitted that she "negotiated" a higher salary for Petitioner on the last two episodes of
22 the first season of "*Veronica Mars*."
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27 6. Having found that Respondent procured employment for Petitioner on
28

1 "Veronica Mars" without having obtained a license as a talent agent, and such evidence
2 not having been rebutted by Respondent at this hearing, we deem all contracts entered
3 into between the parties to be void *ab initio*.
4

5 **ORDER**

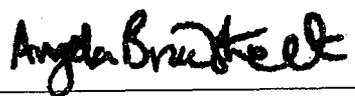
6 For all the reasons set forth above, IT IS HEREBY ORDERED that all
7 management agreements entered into between Petitioner RYAN ALBERT HANSEN and
8 Respondent ROBIN BROOKS BUFANDA, individually and d/b/a ROBIN BROOKS
9 TALENT MANAGEMENT, are void *ab initio*. Accordingly, Respondent ROBIN
10 BROOKS BUFANDA, individually and d/b/a ROBIN BROOKS TALENT
11 MANAGEMENT is not entitled to any compensation under any of the management
12 agreements, including recoupment of any purported costs.

13
14 Dated: September 13, 2007


EDNA GARCIA EARLEY
Attorney for the Labor Commissioner

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18 **ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER**

19
20
21 Dated: September 13, 2007


ANGELA BRADSTREET
State Labor Commissioner

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3 COUNTY OF LOS ANGELES) ss.

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and
5 not a party to the within action. My business address is DIVISION OF LABOR STANDARDS
6 ENFORCEMENT, Department of Industrial Relations, 320 W. 4th Street, Suite 430, Los Angeles, CA
7 90013.

8 On September 14, 2007, I served the following document described as:

9 **DETERMINATION OF CONTROVERSY**

10 on the interested parties in this action [38-06] by placing

11 the originals

12 a true copy thereof enclosed in a sealed envelope addressed as follows:

13 Michael H. Porrazzo, Esq.
14 The Porrazzo Law Firm
15 26691 Plaza, Suite 260
16 Mission Viejo, CA 92691
(949) 367-0600 Fax

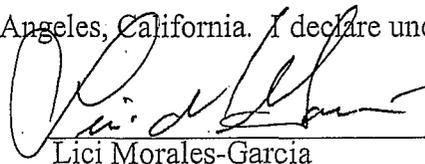
Donald V. Smiley, Esq.
Law Offices of Donald V. Smiley
6080 Center Drive, Suite 600
Los Angeles, CA 90045
(310) 915-9993 Fax

17 BY MAIL I deposited such envelope in the United States Mail at Los Angeles, California,
18 postage prepaid.

19 BY MAIL I am readily familiar with the firm's business practice of collection and processing
20 of correspondence for mailing with the United States Postal Service and said
21 correspondence is deposited with the United States Postal Service the same day.

22 BY FACSIMILE I sent a copy of said document by fax machine for instantaneous transmittal
23 via telephone line to the offices of the addressee(s) listed above using the following
24 telephone number(s): **as indicated above.**

25 Executed on September 14, 2007, at Los Angeles, California. I declare under penalty of
26 perjury the foregoing is true and correct.


Lici Morales-Garcia