

1 **STATE OF CALIFORNIA**
2 DEPARTMENT OF INDUSTRIAL RELATIONS
3 DIVISION OF LABOR STANDARDS ENFORCEMENT
4 JESSENYA Y. HERNANDEZ (SBN 263991)
5 6150 Van Nuys Blvd., Ste 206
6 Van Nuys, California 91401
7 Telephone No. (818) 464-7817
8 Email: jyhernandez@dir.ca.gov

9 Attorney for the Labor Commissioner

10 **BEFORE THE LABOR COMMISSIONER**
11 **OF THE STATE OF CALIFORNIA**

12 SARAH HYLAND,

13 *Petitioner,*

14 *v.*

15 RICHARD KONIGSBERG dba RK
16 MANAGEMENT,

17 *Respondent.*

Case No. TAC 52936

**DETERMINATION OF
CONTROVERSY**

18 **I. INTRODUCTION**

19 Petitioner Sarah Hyland (“Petitioner”) filed this Petition to Determine Controversy under the
20 Talent Agencies Act (Labor Code section 1700 et seq.) (“the Act”), alleging Respondent Richard
21 Konigsberg dba RK Management, (“Respondent”), an unlicensed personal manager, engaged in the
22 unlawful procurement of employment for Petitioner during their professional relationship.

23 Respondent denies the allegations and contends his conduct falls outside the scope of the Act, or
24 alternatively, within recognized exceptions, including “safe harbor,” applicable where a manager acts
25 with, or at the direction of, a licensed talent agency.

26 The undersigned hearing officer conducted an evidentiary hearing on this matter over two days,
27 July 22 and July 23, 2025. Both parties were represented by counsel and were afforded a full and fair
28

1 opportunity to present testimonial and documentary evidence. The record includes witness testimony,
2 email correspondence, text messages, and documentary exhibits.

3 Following the close of evidence, the parties submitted post-hearing briefs and supporting
4 materials on September 26, 2025, at which time the matter was taken under submission. This
5 Determination of Controversy is based on the entire record, including the testimony at the hearing, the
6 documentary evidence admitted, the credibility of the witnesses, and the arguments of counsel.

7 II. FINDINGS OF FACT

8 1. Petitioner is, and at all relevant times was, an artist within the meaning of Labor Code
9 section 1700.4(b).

10 2. Respondent is, and at all relevant times was, a personal manager and was not licensed as
11 a talent agent in the State of California.

12 3. In or about 2008, Petitioner and Respondent entered a professional relationship under
13 which Respondent provided personal management services in exchange for a 10% commission on gross
14 sums received by Petitioner for projects sourced during Respondent's tenure.

15 4. Early in the parties' relationship, Respondent recommended that Petitioner retain a
16 licensed talent agent and introduced her to Bonnie Liedtke ("Liedtke"), who at the time was a licensed
17 talent agent with William Morris Agency ("WMA"), now known as William Morris Endeavor
18 Entertainment, LLC ("WME").

19 5. Petitioner retained WME as her licensed talent agency in or around 2008, shortly after
20 Respondent introduced Liedtke to Petitioner. During the relevant period, Petitioner was represented by
21 Liedtke and other agents at WME.

22 6. By 2012, Liedtke was no longer affiliated with WME and no longer represented
23 Petitioner. Petitioner remained represented by WME and thereafter continued to be represented by other
24 WME agents, including to the present.

25 7. During the parties' relationship, Respondent provided career advice, assisted with
26 professional strategy, and communicated with Petitioner regarding scheduling, meetings, and career-
27 related issues. Respondent also communicated with Petitioner's licensed agents regarding Petitioner's
28

1 scheduling, availability, and related professional matters.

2 8. In addition to professional matters, Respondent was involved in parts of Petitioner’s
3 personal life, including helping to schedule and coordinate personal commitments, at Petitioner’s
4 request.

5 9. WME paid commissions to Respondent throughout his tenure as Petitioner’s manager
6 until around February 2024.

7 10. On or about April 2, 2024, Petitioner terminated her professional relationship with
8 Respondent by email¹.

9 11. On September 30, 2024, Respondent filed a complaint in the Superior Court of California,
10 County of Los Angeles, which was amended on October 18, 2024. Respondent alleged, among other
11 causes of action, breach of contract and sought unpaid commissions on *Little Shop of Horrors*, residuals
12 from *Modern Family*, *The Token Groomsman*, *Pedigree*, and an agreement with a vitamin company.

13 12. On November 4, 2024, Petitioner filed this Petition to Determine Controversy as a
14 defense to Respondent’s Superior Court complaint, alleging Respondent violated the Act. Petitioner
15 seeks a determination that: (1) Respondent violated the Act; (2) the agreement between Petitioner and
16 Respondent is *void ab initio*, Petitioner has no liability to Respondent, and Respondent has no rights or
17 privileges; (3) an order requiring Respondent to disgorge all monies, consideration, or things of value
18 received under the parties’ purported agreements, including commissions, fees, profits, advances,
19 expenses, costs, or other monies, to the extent permitted by law, plus interest at 10% per annum; (4)
20 costs incurred; and (5) for such other and further relief as the Labor Commissioner deems equitable and
21 just.

22 13. In her Petition and throughout the proceedings, Petitioner did not identify any specific
23 engagement for which she sought to avoid payment of commissions because Respondent unlawfully
24 procured that engagement without a talent agency license. Rather, Petitioner’s theory was that
25 Respondent’s services from the inception of their professional relationship were principally directed

26 ¹ In her termination email, Petitioner stated she was seeking a manager who could provide increased support in “bringing in,
27 identifying, and securing new opportunities,” and indicated that she did not believe Respondent was meeting those
28 expectations.

1 toward procurement, rendering the management agreement *void ab initio* and entitling her to
2 disgorgement of commissions, including commissions on residuals and post-termination earnings.

3 14. In the initial stages of this proceeding, Petitioner issued a proposed subpoena seeking
4 documents and communications broadly relating to potential employment discussion or meetings
5 arranged by Respondent, without identifying specific projects or engagements alleged to involve
6 unlawful procurement. By Ruling dated July 7, 2025, the undersigned denied the subpoena as overly
7 broad and vague and directed that any new subpoena identify specific projects and reasonable time
8 frames.

9 15. Following further submissions, and consistent with principles of good cause, relevance,
10 and proportionality, the undersigned issued an Order dated July 10, 2025, limiting the permissible scope
11 of discovery to a focused, representative subset of well-identified projects for which Petitioner
12 specifically alleged attempted procurement or a pattern of procurement attempts.

13 16. Petitioner identified approximately sixty-one (61) projects she contends were relevant to
14 her claims under the Act.

15 17. Given the number of projects identified and the nature of Petitioner's global procurement
16 theory, the undersigned directed the parties to proceed on a representative subset of projects for
17 evidentiary presentation. Petitioner selected twelve (12) projects for hearing. Both parties presented
18 testimony and documentary evidence about those twelve projects. The findings set forth herein are
19 limited to the evidence presented regarding those twelve projects.

20 18. The twelve (12) projects at the hearing, as identified by Petitioner, are set forth below.
21 These findings summarize the testimony and documentary evidence presented for each project.

22 **CW Network General Meeting (2009)**

23 Petitioner contends that Respondent arranged or helped arrange a meeting between Petitioner and
24 senior executives at the CW Network to obtain work. Respondent maintains that the meeting was a
25 general introductory meeting arranged through Petitioner's licensed talent agents at WME and that his
26 role was limited to relaying information and helping with scheduling.

27 ///

1 The evidence included an email dated February 9, 2009, referencing a “general meeting” at the
2 CW Network with senior executives in talent and casting. Licensed talent agents at WME, including
3 Liedtke, were copied on the email. Testimony showed that Petitioner was represented by licensed talent
4 agents at the time of the meeting. The testimony further reflected that the meeting was introductory, that
5 no employment terms were discussed or negotiated, and that Respondent’s involvement consisted of
6 relaying information and assisting with scheduling for a meeting that had been arranged through
7 Petitioner’s licensed agents.

8 **Film *Conception* Offer and Contract Communications (2010)**

9 With the 2010 film *Conception*, Petitioner contends that Respondent received the initial offer
10 from the casting director, communicated directly with the film’s production counsel regarding her
11 contract, and handled the engagement without the involvement or request of her licensed talent agents.
12 Respondent maintains that Petitioner was represented by licensed talent agents at the time and that his
13 involvement was limited to relaying communications and coordinating matters related to the
14 engagement.

15 The evidence included testimony and documentary evidence reflecting that the film’s casting
16 director sent Respondent an email offer regarding Petitioner’s participation in *Conception*. Respondent
17 testified that shortly after receiving the offer, he forwarded the employment agreement to Petitioner’s
18 licensed talent agent, Liedtke, and that he and Liedtke discussed the project with Petitioner together. The
19 record further reflects email communication between Respondent and the film’s production counsel in
20 which Respondent referenced parity with another actor’s agreement. Respondent testified that the terms
21 of Petitioner’s agreement followed a deal negotiated by the other actor’s counsel. No testimony or
22 documentary evidence showed that Respondent originated the role, excluded licensed agents from the
23 process, or negotiated material terms independent of Petitioner’s licensed representation.

24 **Funny or Die Online Segment Inquiry (2010)**

25 Petitioner contends that Respondent received an inquiry for Petitioner to appear in Funny or Die,
26 an online project, and declined the opportunity without forwarding it to Petitioner’s licensed talent
27 agents. Respondent maintains that the inquiry did not result in any employment, that his response was
28

1 based on Petitioner's unavailability, and that he did not negotiate terms, discuss compensation, or follow
2 up with the potential employer.

3 The evidence included testimony and documentary evidence reflecting an inquiry from a
4 producer affiliated with the comedy website Funny or Die regarding Petitioner's potential participation
5 in an online video project. Respondent responded that Petitioner was unavailable due to her existing
6 work schedule. When the producer followed up after the proposed dates changed, Respondent again said
7 Petitioner would not participate. Respondent testified that by "pass," he meant declining the opportunity.
8 Respondent acknowledged that he did not specifically recall forwarding the inquiry to Petitioner's
9 licensed talent agents before declining it. No evidence was presented that Respondent engaged in
10 discussions about compensation, negotiated terms, or pursued the opportunity to secure employment for
11 Petitioner.

12 **Film *The Potters Voice-Over Inquiry* (2012)**

13 Petitioner contends that Respondent procured her employment in connection with an offer for
14 voice work on an animated film by communicating directly with the potential employer without the
15 involvement of her licensed talent agents and by following what Petitioner characterizes as his "protocol"
16 for handling such offers. Respondent maintains that Petitioner was represented by licensed talent agents
17 at the time of the inquiry and that his involvement was limited to relaying communications and
18 coordinating matters related to the opportunity.

19 The evidence included an email inquiry offering Petitioner one day of voice-over work on an
20 animated short film. Respondent testified that he sent the inquiry to Petitioner and said he would follow
21 up with her regarding interest. Respondent did not recall whether he forwarded the inquiry to Petitioner's
22 licensed talent agents by email but testified that it was his practice to run all projects by the agents and
23 update them.

24 Petitioner's former agent, Liedtke, testified that she was not included in the email chain and
25 believed she was no longer with William Morris at the time of the June 2012 communications. Liedtke
26 disclaimed personal knowledge regarding Respondent's communications on this project and could not
27 testify as to whether licensed agents were otherwise informed or involved. The evidence further reflected
28

1 that the Respondent communicated with the potential employer regarding the inquiry. Petitioner elicited
2 testimony that these communications did not involve the negotiation of an employment contract. No
3 evidence was presented showing that Respondent negotiated compensation, changed material terms,
4 secured the engagement, or affirmatively excluded licensed talent agents from involvement in the
5 project.

6 **Lifetime Television Movie Inquiry (2012)**

7 Petitioner contends that Respondent communicated directly with a producer regarding a potential
8 role in a Lifetime television movie and passed on the project, and that this conduct was procurement.
9 Respondent maintains that the communication concerned a project under development rather than an
10 official offer of employment, and that the project was declined at Petitioner's direction. Respondent
11 contends that he did not negotiate terms, discuss compensation, or try to secure employment in
12 connection with the inquiry.

13 The evidence included testimony and documentary evidence reflecting an email from
14 Respondent to Petitioner, copied to Petitioner's licensed talent agent at WME, advising that Respondent
15 had received a call from a producer developing a television movie for the Lifetime network and inquiring
16 about Petitioner's interest. Respondent testified that the communication did not involve an official offer
17 of employment, that no employment contract was negotiated, and that the project was ultimately declined
18 at Petitioner's direction. Respondent further testified that the inquiry concerned a project in development
19 and that he did not engage in follow-up communications aimed at securing the role. No evidence was
20 presented showing that Respondent tried to obtain employment for Petitioner in connection with this
21 inquiry.

22 **Joseph Middleton Animation Meeting Text Message (2015)**

23 Petitioner contends that Respondent attempted to arrange a call between Petitioner and casting
24 director Joseph Middleton regarding a potential role in an animated film and that this constituted an
25 attempt to get employment. Respondent maintains that the sole evidence is a single text message stating
26 that a call was being scheduled, and that he has no recollection, record, or confirmation that any call like
27 this occurred.

1 The evidence included a screenshot of a July 27, 2015, text message from Respondent to
2 Petitioner stating that he was “scheduling a call” with casting director Joseph Middleton regarding an
3 animated film the parties had discussed. Respondent testified that he had no record of any call taking
4 place, no follow-up email confirming the call, and no recollection of further communications with
5 Middleton regarding the project. Respondent acknowledged the existence of the text message but
6 testified that he did not recall the identity of the animated film referenced and had no documentation
7 reflecting that any call occurred.

8 Petitioner likewise did not identify the specific animated project referenced in the text message.
9 The record has no evidence that the proposed call occurred, that an audition was requested, that terms of
10 employment were discussed, or that any offer of employment resulted. No evidence was presented
11 showing that Respondent negotiated compensation, changed material terms, or engaged in follow-up
12 communications aimed at securing a role for Petitioner. By the time of this communication, Petitioner’s
13 former agent, Liedtke, was no longer representing Petitioner and could not provide testimony regarding
14 whether any proposed call was undertaken at an agent’s request, in coordination with an agent, or for
15 negotiation or promotion.

16 **Battle of the Network Stars Offer Communications (2017)**

17 Petitioner contends that Respondent obtained or tried to procure employment in connection with
18 an offer for Petitioner to appear on Battle of the Network Stars by communicating directly with the
19 potential employer and declining the offer on Petitioner’s behalf without the involvement of her licensed
20 talent agents. Respondent maintains that he forwarded the offer to Petitioner and declined the project at
21 Petitioner’s express direction, and that he did not negotiate terms, engage in follow-up communications
22 aimed at securing employment, or try to obtain the engagement for Petitioner.

23 The evidence included testimony and documentary evidence reflecting an email inquiry that
24 offered Petitioner the opportunity to appear on Battle of the Network Stars, including proposed dates,
25 location, and compensation. Respondent forwarded the offer to Petitioner, who responded “pass,” and
26 Respondent thereafter communicated the declination to the potential employer. Respondent testified that
27 the project was declined at Petitioner’s request. Respondent further testified that he and Petitioner shared
28

1 an understanding that certain appearances, such as game shows, were not projects Petitioner would
2 pursue, and that declining such offers was routine. The record has no evidence that Respondent
3 negotiated an employment contract, discussed compensation, sought an audition, or engaged in follow-
4 up communications aimed at securing the engagement.

5 **Freeform Television *Star Wars Galaxy's Edge* Offer (2019)**

6 Petitioner contends that Respondent procured employment in connection with a television special
7 for Freeform related to *Star Wars Galaxy's Edge* by communicating directly with the network,
8 negotiating compensation, and increasing the offered fee from \$20,000 to \$25,000 without the
9 involvement of her licensed talent agents, and that he told her agents only after the negotiation was
10 complete. Respondent maintains that Petitioner was represented by licensed talent agents at the time of
11 the project and contends that he does not recall negotiating compensation or knowing how the fee went
12 up. Respondent testified that he would not have accepted an offer without involving Petitioner's agents
13 and legal representatives.

14 The evidence included an email inquiry from Julie Rashid, Vice President of Talent at Freeform,
15 regarding Petitioner's potential participation in a television special related to *Star Wars Galaxy's Edge*,
16 with an initial fee of \$20,000. The record reflects that Respondent communicated directly with Ms.
17 Rashid and forwarded the opportunity to Petitioner, who expressed interest in doing the project.

18 The evidence further reflects that Respondent communicated with Petitioner's licensed talent
19 agents at WME, including forwarding the opportunity to them and later emailing, "FYI. Sarah is going
20 to do this. 25K." The record establishes that the final compensation for the project was \$25,000.
21 Respondent testified that he does not know how the fee went up and does not recall negotiating
22 compensation or being asked by Petitioner's agents to negotiate on her behalf. The record does not have
23 documentary or testimonial evidence establishing contemporaneous communication between
24 Respondent and Petitioner's agents during any negotiation of compensation or identifying who secured
25 the increase.

26 **Bel Air BNB Television Series Development Meetings (2019)**

27 In March 2019, producer Scott Mednick contacted Respondent regarding a potential television
28

1 series tentatively titled Bel Air BNB, which Mednick and Dennis Dugan had developed with Petitioner
2 in mind for a starring role. Respondent testified that he alone participated in an initial phone call with
3 the producers before going to the gym.

4 Following that call, Respondent exchanged emails with the producers and arranged an in-person
5 meeting with them to discuss the project. Respondent went to that meeting without Petitioner or her
6 agents present. At the meeting, the producers discussed the concept for the series, which did not include
7 a completed script or an offer of employment.

8 About three weeks later, Respondent emailed Petitioner regarding the project and copied her
9 licensed agent at WME. Respondent encouraged Petitioner to remain open to meetings related to the
10 project and expressed his view that there was “no downside to taking a meeting.” Respondent
11 coordinated communications between the producers and Petitioner about a potential meeting.

12 Petitioner ultimately met with the producers, accompanied by Respondent. The producers pitched
13 the idea to Petitioner, but there was no script, no formal offer, and no discussion of compensation or
14 employment terms. Subsequent emails reflect continued interest from the producers and ask for a script
15 to be sent to Petitioner’s agent at WME, which the producers later did. The record reflects no offer of
16 employment, negotiation of compensation, or finalized agreement arising from these discussions.

17 **Bad Ideas (Quibi) Series Inquiry and Producer Call (2020)**

18 In January 2020, Respondent received an inquiry from producer Mark Kadin regarding
19 Petitioner’s potential appearance in the Quibi series Bad Ideas, starring Adam Devine. The initial
20 communication included proposed compensation and production logistics. Respondent responded that
21 Petitioner was unavailable.

22 Several weeks later, the producer renewed the inquiry. Respondent forwarded the renewed
23 communication to Petitioner and her licensed talent agent at WME. After Petitioner expressed interest,
24 Respondent said he would contact the producer. Respondent testified that he did not recall whether he
25 spoke with the producer, though he acknowledged that if he stated he would do so, he likely followed
26 through.

27 ///

1 The record further reflects that Respondent later wrote to Petitioner’s unscripted agent stating, “I
2 let them know she’s not available until the 25th of February.” Respondent did not recall how he conveyed
3 that information to the producer, and no documentary evidence establishes the substance of any such
4 communication. Respondent testified that he did not negotiate an employment contract in connection
5 with this project. No testimony or documents established what was discussed with the producer beyond
6 scheduling or availability, or whether licensed agents were involved in or directed any communications
7 with the producer.

8 **Celebrity Beef Series Inquiry and Producer Call (2020)**

9 In October 2020, Respondent received an inquiry from Ryan Revel, a personal manager who
10 represented Wells Adams, Petitioner’s now husband, regarding Petitioner’s potential participation in the
11 television program Celebrity Beef. The inquiry included proposed compensation of \$75,000 for
12 Petitioner and Adams to appear on the program.

13 Rather than forwarding the inquiry to Petitioner’s licensed talent agents at WME, Respondent
14 responded to Revel he was “happy to jump on a call.” Revel then indicated that he would coordinate
15 dates and times with the producers, reflecting an intent to arrange a call with the producers of Celebrity
16 Beef.

17 Documentary evidence reflects that Respondent later told Petitioner he and Revel had
18 participated in a conference call with the producers. Respondent testified that he did not recall the
19 substance of any call like this and did not recall whether any representatives from WME participated.
20 Respondent further testified that no employment contract was negotiated and that the project did not
21 ultimately move forward but acknowledged that the call concerned Petitioner’s potential participation in
22 the project. The record does not have evidence of any final agreement, negotiated terms, or subsequent
23 engagement arising from this inquiry.

24 **Beastly Ball Charity Event Inquiry (2021)**

25 In April 2021, Respondent received an inquiry regarding Petitioner’s potential participation as a
26 co-host of a charity event known as the Beastly Ball. The inquiry came from Kelly Brock, identified as
27 a producer consultant, who asked whether Respondent had time for a brief conversation regarding
28

1 Petitioner’s potential involvement.

2 Respondent testified that he did not recall speaking with Brock before forwarding the inquiry to
3 Petitioner. The email chain reflects that Respondent told the event organizers that Petitioner was out of
4 the country and forwarded the inquiry to Petitioner, who responded that the timing did not work.
5 Respondent testified that he assumed he thereafter passed on the opportunity on Petitioner’s behalf.

6 The record reflects that the Beastly Ball was a charitable event. No evidence was presented that
7 the event involved Petitioner rendering a scripted performance, appearing in a motion picture or
8 television program, or signing an employment contract of the type typically associated with her
9 professional entertainment work. No contract, compensation terms, or formal engagement documents
10 were introduced regarding this event.

11 III. LEGAL STANDARDS AND ANALYSIS

12 A. Burden of Proof

13 The Act prohibits unlicensed persons from procuring employment for artists. (Lab. Code, §§
14 1700.4, subd. (a), 1700.44; *Waisbren v. Peppercorn Productions, Inc.* (1995) 41 Cal.App.4th 246,
15 251–252.) The burden of proof in proceedings before the Labor Commissioner is by a preponderance
16 of the evidence. (Evid. Code, § 115.) The party asserting that an agreement violates the Act bears the
17 burden of establishing unlawful procurement.

18 To meet this burden, Petitioner must show that Respondent performed affirmative acts
19 constituting “procurement” within the meaning of the Act and that such acts were undertaken without
20 the protection of a valid talent agency license. Although the Act is remedial in nature, liability must be
21 established based on proof of unlawful procurement in violation of its terms. (*Marathon*
22 *Entertainment, Inc. v. Blasi* (2008) 42 Cal.4th 974, 990–993.)

23 Where Respondent contends the challenged conduct falls within the statutory “safe harbor,”
24 Respondent bears the burden of producing evidence sufficient to establish the elements of that
25 exemption. (*Angel S. Massey, GAL for Kyle Massey, a minor v. Judy Landis, dba Judy Landis*
26 *Personal Management*, Case No. TAC 42-03 (2005).) The ultimate burden of persuasion, however,
27 remains with Petitioner to show a violation of the Act.

1 In evaluating whether Petitioner has met her burden, the undersigned considers the entire
2 record, including testimonial and documentary evidence, the credibility of witnesses, and reasonable
3 inferences drawn therefrom. Where the evidence regarding a material element is incomplete,
4 equivocal, or evenly balanced, the party bearing the burden has not met that burden.

5 The burden of proof applies on a project-by-project basis. A determination that Respondent
6 engaged in unlawful procurement regarding one project does not compel the same conclusion as to
7 other projects, nor does a failure of proof as to one project foreclose liability as to others. (*Kelly*
8 *Blackstock p/k/a Kelly Clarkson et al. v. Brandon Blackstock et al.*, Case No. TAC 52781.)

9 **B. Definition of Procurement under the Act**

10 The Act regulates the procurement of employment for artists and requires that any person who
11 engages in this activity be licensed as a talent agency. (Lab. Code, §§ 1700.4, subd. (a), 1700.5.) The
12 Act defines a talent agency as one that “engages in the occupation of procuring, offering, promising, or
13 attempting to procure employment or engagements for an artist.” (Lab. Code, § 1700.4, subd. (a).)

14 Procurement requires affirmative conduct directed toward obtaining employment for an artist.
15 The term encompasses actively soliciting, generating, or attempting to secure employment
16 opportunities. (*Waisbren*, supra, 41 Cal.App.4th at p. 252; *Rooney v. Levy*, Case No. TAC 66-92.) The
17 inquiry focuses on whether the challenged conduct reflects active participation in securing employment
18 or engagements, rather than merely providing managerial advice or assistance.

19 Procurement may include initiating or responding to offers of employment, negotiating or
20 conveying terms of engagement, arranging auditions or meetings to obtain work, or otherwise acting as
21 an intermediary between an artist and a potential employer in a manner aimed at securing employment.
22 (*Creative Artists Entertainment Group, LLC v. Jennifer O’Dell*, Case No. TAC 26-99, at pp. 11–12;
23 *Clarkson*, supra, at pp. 19–21.)

24 At the same time, the Act does not prohibit all managerial activity. Personal managers may
25 provide career advice, strategic guidance, and certain communications incidental to management
26 without crossing the line into procurement. Whether conduct is procurement depends on its nature and
27 purpose, not merely on the existence of contact with third parties. (*Creative Artists*, supra, at pp. 11–
28

1 12; *Echo Lake, supra*, at p. 13.)

2 Exploratory or developmental discussions that have not progressed to the stage of a concrete
3 employment opportunity do not, without more, constitute procurement. Preliminary meetings,
4 development-stage conversations, and evaluation of potential projects must be distinguished from
5 affirmative efforts to secure employment. (*Clarkson, supra*, at pp. 19–21; *Echo Lake, supra*, at p. 13.)

6 Similarly, the mere relay of information, scheduling of meetings, or coordination of logistics is
7 not automatically procurement. This conduct must be evaluated in context to determine whether it
8 reflects an affirmative step taken to secure employment or instead constitutes permissible managerial
9 assistance. (*Clarkson, supra*, at pp. 19–21.)

10 Whether conduct is procurement is a fact-specific inquiry evaluated on a project-by-project
11 basis, considering the totality of the circumstances, including the presence or absence of licensed agent
12 involvement, the substance of the communication, and whether the conduct was directed toward
13 obtaining employment for the artist. (*Id.*)

14 **C. Safe Harbor Framework**

15 The Act provides a narrow statutory exception under which an unlicensed person may
16 participate in limited employment-related activity without violating the Act. (Lab. Code, § 1700.44,
17 subd. (d).) Section 1700.44(d) provides that it is not unlawful for an unlicensed person to act “in
18 conjunction with, and at the request of, a licensed talent agency in the negotiation of an employment
19 contract.”

20 This exception must be read narrowly and limited strictly to its express statutory language.
21 (*Massey, supra*, at pp. 11–12.) The safe harbor does not allow general participation in procurement
22 activity; it allows only the specific conduct described in the statute, and only where each statutory
23 requirement is satisfied. (*Ibid.*; *Clarkson, supra*, at pp. 19–21.)

24 To establish safe harbor protection, the manager must show:

25 The manager acted in conjunction with a licensed talent agent;

26 The manager acted at the request of the licensed talent agent; and

27 The manager’s conduct was limited to the negotiation of an employment contract.
28

1 (Lab. Code, § 1700.44, subd. (d); *Massey, supra*, at pp. 11–12.)

2 Each requirement is mandatory. Failure to establish any one defeats the statutory exemption.
3 (*Massey, supra*, at pp. 11–12.) The requirement that the manager act “in conjunction with” a licensed
4 agent requires meaningful participation by the agent in the specific project at issue. A general agency
5 relationship is insufficient; the licensed agent must be engaged in the procurement process for the
6 particular employment. (*Massey, supra*, at pp. 11–12; *Clarkson, supra*, at pp. 19–21.)

7 Similarly, acting “at the request of” the licensed agent requires affirmative evidence that the
8 agent sought or authorized the manager’s participation in the negotiation of the employment
9 agreement. Mere awareness, acquiescence, or failure to object does not satisfy this requirement.
10 (*Massey, supra*, at pp. 11–12.)

11 Finally, the safe harbor is limited to negotiation. As explained in *Massey*, conduct such as
12 contacting casting directors, setting up auditions, or otherwise communicating with potential
13 employers to obtain employment falls outside the scope of “negotiation” and therefore outside the
14 statutory exception. (*Massey, supra*, at p. 11.) The statutory exemption applies only to participation in
15 discussions concerning the terms of an employment contract after an employment opportunity has been
16 identified. (*Ibid.*; *Creative Artists, supra*, at pp. 11–12.)

17 Whether the safe harbor applies is a fact-specific inquiry evaluated on a project-by-project
18 basis. Where the evidence does not establish all three statutory requirements, the exception does not
19 apply, and the conduct must be analyzed under the Act’s general prohibition on unlicensed
20 procurement. (*Clarkson, supra*, at pp. 19–21.)

21 **D. Application to the Evidence**

22 Applying the foregoing legal standards, the undersigned evaluates the evidence on a project-by-
23 project basis. For each project, the analysis considers the nature of Respondent’s conduct, the extent of
24 any involvement by a licensed talent agent, and whether Petitioner has met her burden of proving
25 unlawful procurement under the Act. Where Respondent asserts safe harbor protection, the
26 undersigned examines whether the evidence establishes all required elements of that defense. Each
27 project is assessed independently based on the specific evidence.

1 1. Declined or Unaccepted Opportunities

2 The first category of projects involves inquiries or opportunities that were declined or did not
3 progress to employment. These include: the Funny or Die online segment inquiry (2011), the Lifetime
4 television movie inquiry (2012), Battle of the Network Stars (2017), the Beastly Ball charity event
5 (2021), and portions of the Bad Ideas (Quibi) inquiry (2020).

6 In each matter, the record reflects that Respondent received an inquiry regarding Petitioner’s
7 potential participation, relayed information to Petitioner, and either declined the opportunity at her
8 direction or communicated her unavailability. The evidence does not establish that Respondent
9 negotiated employment terms, discussed compensation to secure work, sought auditions, or engaged in
10 follow-up communications designed to obtain employment for Petitioner.

11 The Act regulates affirmative efforts to obtain employment for an artist. It does not prohibit a
12 personal manager from declining opportunities, conveying an artist’s decision not to pursue a project,
13 or communicating scheduling limitations. (*Rooney, supra.*) As discussed in the Legal Standards
14 section, procurement requires conduct directed toward securing employment. Where the record reflects
15 that the communication was to decline an inquiry, communicate unavailability, or relay information
16 without pursuing the opportunity, the essential element of procurement is not established.

17 As for Funny or Die and Battle of the Network Stars, the evidence reflects that Respondent
18 conveyed Petitioner’s decision to pass on the opportunity and did not engage in negotiations or efforts
19 to obtain the engagement. In the Lifetime television movie inquiry, the project was developmental and
20 ultimately declined at Petitioner’s direction, with no evidence of negotiation or affirmative efforts to
21 secure employment. The Beastly Ball inquiry concerned a charitable appearance and did not involve a
22 completed employment agreement or evidence of negotiation of professional entertainment services.

23 The Bad Ideas inquiry presents a closer question because Respondent relayed availability
24 information to a producer. However, the record does not establish the substance of any discussions
25 beyond scheduling, nor does it show that Respondent negotiated terms or sought to secure employment
26 independent of licensed representation. Where the evidence permits competing inferences and lacks
27 proof of affirmative negotiating or employment-securing conduct, Petitioner has not met her burden of
28

1 proof.

2 As to these projects, Petitioner has not established by a preponderance of the evidence that
3 Respondent engaged in unlawful procurement within the meaning of the Act.

4 2. Developmental and Exploratory Activity

5 The second category of projects involves communications and meetings that occurred during
6 the developmental or exploratory stages of potential projects. These include the CW Network general
7 meeting (2009), the *Bel Air BNB* television series development meetings (2019), the Joseph Middleton
8 animation inquiry (2015), and the Potters voice-over inquiry (2012).

9 In each matter, the evidence reflects preliminary discussions, general meetings, or exploratory
10 communications that occurred before a concrete offer of employment, negotiated terms, or a finalized
11 engagement. The record does not show that Respondent secured employment, negotiated
12 compensation, or finalized contractual terms in connection with these projects.

13 As for the CW Network meeting, the evidence reflects a general introductory meeting arranged
14 while Petitioner was represented by licensed agents, with no evidence of negotiation or discussion of
15 employment terms. The meeting was introductory and did not result in an offer or engagement.

16 Similarly, the *Bel Air BNB* project involved development-stage meetings in which producers
17 discussed an idea for a potential series that did not yet include a completed script, formal offer, or
18 proposed compensation. While Respondent participated in discussions and attended meetings, the
19 record reflects development activity rather than finalized employment negotiations.

20 The Joseph Middleton text message reflects an intent to schedule a call regarding a potential
21 animated project. The record does not show that the call occurred, that an audition was secured, that
22 terms were discussed, or that employment resulted. The absence of evidence regarding the substance or
23 purpose of any proposed communication precludes a finding of affirmative procurement.

24 The Potters voice-over inquiry similarly involved an unsolicited inquiry regarding potential
25 voice work. Although Respondent communicated with the potential employer and relayed the inquiry
26 to Petitioner, the evidence does not show he negotiated compensation, changed material terms, secured
27 the engagement, or excluded licensed agents from participation.

1 The Act requires proof of affirmative conduct directed toward obtaining employment.
2 Development activity, exploratory discussions, preliminary meetings, and informational
3 communications do not, without more, constitute procurement. (*Clarkson, supra*, at pp. 19–21; *Echo*
4 *Lake, supra*, at p. 13; *Gersh Agency, supra*.) The record in these projects reflects evaluation and
5 development-stage communications rather than efforts to secure employment or negotiate terms.

6 Petitioner did not establish by a preponderance of the evidence that Respondent engaged in
7 unlawful procurement regarding these projects.

8 3. Contract-Related Communications and Agent Involvement

9 The next category of projects involves communications relating to employment contracts or
10 compensation when licensed talent representation was in place. These include the film *Conception*
11 (2010) and the Freeform *Star Wars: Galaxy's Edge* television special (2019).

12 In both projects, Petitioner was represented by licensed talent agents at the time of the
13 engagement. The inquiry focuses not only on whether Respondent communicated with third parties,
14 but whether the evidence establishes affirmative procurement undertaken independently of licensed
15 representation or outside the scope permitted by the Act.

16 **a. Conception (2010)**

17 Regarding *Conception*, the evidence reflects that Respondent received an initial email offer
18 from a casting director and forwarded the employment agreement to Petitioner's licensed talent agent,
19 Liedtke. The record further reflects communications between Respondent and production counsel
20 referencing parity with another actor's agreement. Respondent testified that the substantive deal terms
21 followed those negotiated by the other actor's counsel.

22 The evidence does not show that Respondent sourced the role, excluded licensed agents from
23 the process, or independently negotiated material terms of employment. While participation in
24 communications about contract terms may, in some circumstances, constitute procurement, the record
25 here reflects relay and coordination in the presence of licensed representation rather than independent
26 negotiation aimed at securing employment.

27 Petitioner has not established by a preponderance of the evidence that Respondent engaged in
28

1 affirmative procurement conduct outside the scope permitted by the Act regarding *Conception*.

2
3 **b. Freeform *Star Wars: Galaxy's Edge* (2019)**

4 The Freeform project presents a closer question. The evidence reflects direct communication
5 between Respondent and a network executive regarding Petitioner's potential participation in a
6 television special. The record further reflects that the final compensation increased from \$20,000 to
7 \$25,000 and that Respondent later notified Petitioner's licensed agents of the final fee.

8 However, the record does not show how or by whom the fee increase was negotiated.
9 Respondent testified that he does not recall negotiating compensation and does not know how the
10 increase occurred. No documentary evidence or testimony shows that Respondent countered the offer,
11 requested an increase, or negotiated material terms independent of licensed representation.

12 The Act requires proof of affirmative procurement conduct; it does not permit liability to be
13 based solely on an inference drawn from a higher final fee. While the unexplained increase in
14 compensation raises questions, the evidentiary record does not establish that Respondent engaged in
15 negotiation of employment terms without agent involvement or direction.

16 Because Petitioner bears the burden of proof, and because the record does not establish
17 affirmative procurement conduct by a preponderance of the evidence, a violation is not established
18 regarding the Freeform project.

19 4. Affirmative Engagement with Potential Employer Without Evidence of Agent
20 Involvement

21 The Celebrity Beef project is materially distinguishable from the projects discussed above.

22 In October 2020, Respondent received an inquiry regarding Petitioner's potential participation
23 in the television program Celebrity Beef, including proposed compensation. Rather than forwarding
24 the inquiry to Petitioner's licensed talent agents, Respondent responded that he was "happy to jump on
25 a call." Documentary evidence reflects that Respondent thereafter participated in a conference call with
26 the producers concerning Petitioner's potential involvement in the program.

27 ///

1 Unlike the declined inquiries discussed above, this matter did not involve merely conveying
2 unavailability or declining an opportunity at Petitioner’s direction. Unlike the development-stage
3 projects, this inquiry included proposed compensation and concerned a defined television program.
4 And unlike the projects in which licensed agents were demonstrably involved, the record does not
5 reflect agent participation in the communications preceding the call.

6 Respondent acknowledged that the call concerned Petitioner’s potential participation in the
7 program. While no final employment contract was executed and the project did not ultimately proceed,
8 the Act does not require consummation of a contract to establish procurement. The statute expressly
9 includes attempts to procure employment.

10 Here, Respondent affirmatively agreed to engage in a call with producers regarding Petitioner’s
11 possible employment and participated in this call before informing Petitioner or her licensed agents.
12 The evidence does not establish that this conduct was undertaken at the request of a licensed agent, in
13 conjunction with a licensed agent, or limited to post-offer negotiation of contract terms.

14 This conduct went beyond passive relay of information or scheduling assistance. It constituted
15 affirmative engagement with potential employers aimed at securing employment for Petitioner.
16 (*Clarkson, supra*, at pp. 19–21.) Under the project-by-project framework required by the Act, this
17 conduct falls within the statutory definition of procurement.

18 Petitioner has established by a preponderance of the evidence that Respondent engaged in
19 procurement in violation of the Act regarding the *Celebrity Beef* project.

20 IV. CONCLUSION

21 Petitioner bore the burden of proving, by a preponderance of the evidence, that Respondent
22 engaged in unlicensed procurement of employment in violation of the Act. The evidentiary hearing
23 proceeded on twelve projects selected by Petitioner as representative of her claim that procurement
24 was the predominant purpose of the parties’ relationship.

25 Based on the evidence presented, the record supports a finding of unlawful procurement as to
26 only one project: the *Celebrity Beef* series inquiry and producer call (2020). With respect to the
27 remaining projects, Petitioner did not establish affirmative conduct aimed at obtaining employment
28

1 outside the scope permitted by the Act. The evidence reflects permissible management activity,
2 development-stage communications, coordination with licensed agents, declinations at Petitioner’s
3 direction, or proof insufficient to meet Petitioner’s burden.

4 Petitioner sought broad relief, including a determination that the management agreement was
5 void ab initio and disgorgement of commissions paid throughout the parties’ relationship. The record,
6 however, does not establish pervasive or systematic unlawful procurement.

7 The single violation found did not result in an executed engagement, performance of services,
8 or payment of commissions. No evidence was presented that Respondent received compensation in
9 connection with the *Celebrity Beef* project.

10 Under *Marathon, supra*, 42 Cal.4th at pp. 990–993, remedies under the Act are not
11 mechanically imposed but must be tailored to the violation established. Automatic rescission is not
12 required where unlawful procurement is isolated and severable from an otherwise lawful management
13 relationship.

14 Here, the violation was discrete and did not generate commissions. The record reflects a
15 longstanding management relationship involving numerous projects that did not involve unlawful
16 procurement. Voiding the agreement in its entirety would therefore be disproportionate to the single
17 violation proven.

18 The single violation does not warrant voiding the agreement in its entirety. Petitioner has not
19 established entitlement to broader rescission, disgorgement, or additional equitable relief.

20 V. ORDER

21 For the above-stated reasons, the Petition to Determine Controversy is DENIED.

22 1. Respondent engaged in unlicensed procurement of employment in violation of the Act
23 solely regarding the *Celebrity Beef Series Inquiry and Producer Call (2020)*.

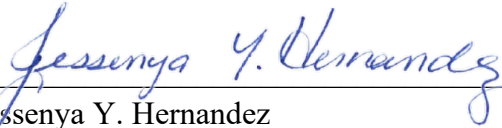
24 2. Petitioner did not meet her burden of proof regarding the remaining projects at hearing,
25 and no violation is found as to those projects.

26 3. The management agreement between the parties is not *void ab initio*.

27 4. Petitioner has no right to additional rescission, disgorgement, or equitable relief.
28

1 All relief not granted is DENIED.


2
3 Dated: 3/5/2026



Jessenya Y. Hernandez
Attorney for the California Labor Commissioner

4
5
6 ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER:

7
8 Dated: 3/5/2026



Lilia Garcia-Brower
Labor Commissioner

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28