

1 **STATE OF CALIFORNIA**  
DEPARTMENT OF INDUSTRIAL RELATIONS  
2 DIVISION OF LABOR STANDARDS ENFORCEMENT  
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6 Hearing Officer for the State Labor Commissioner  
7

8 **BEFORE THE LABOR COMMISSIONER**  
9 **OF THE STATE OF CALIFORNIA**

11 KENNETH MCBRIDE, an Individual,

12 *Petitioner,*

14 *v.*

15 SAMUEL D. MAYDEW, an Individual;  
16 FALCO ENTERTAINMENT, INC., a  
California Corporation; 734 PRODUCTIONS,  
17 INC., a California Corporation; POP ART  
FILMS, INC., a California Corporation; THE  
18 COLLECTIVE MANAGEMENT, a California  
Corporation; SILVER LINING  
19 ENTERTAINMENT, and DOES 1-10,

20 *Respondents.*  
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Case No.: TAC 52937

**DETERMINATION OF CONTROVERSY**

1 **I. INTRODUCTION**

2 On January 15, 2026, the above-captioned matter, a Petition to Determine Controversy under  
3 Labor Code section 1700.44, came before the undersigned attorney for the Labor Commissioner assigned  
4 to hear this case. Petitioner Kenneth McBride (McBride) was represented by Sean A. Marks. Respondents  
5 Samuel Maydew (Maydew) et al. were represented by Kirk Edward Schenck. McBride and Maydew both  
6 testified.

7 The parties submitted post-hearing briefing on January 30, 2026. The matter was taken under  
8 submission. Due consideration having been given to the testimony, documentary evidence, and arguments  
9 presented, the Labor Commissioner hereby adopts the following determination.

10 **II. FINDINGS OF FACT**

11 1. The parties had numerous disagreements in their testimony, but there was a general  
12 agreement on the few relevant facts in this case.

13 2. McBride is an actor. He is an “artist” pursuant to Labor Code section 1700.4(b).

14 3. In the 1990s, McBride hired Maydew to be his personal manager. Maydew is not a licensed  
15 talent agent.

16 4. McBride also had agency representation from United Talent Agency. One of those agents  
17 was an ex-spouse of Maydew.

18 5. Several years after Maydew became McBride’s manager, Maydew provided McBride an  
19 American Express card. The card was more likely than not from Maydew’s corporate account.<sup>1</sup>

20 6. McBride and Maydew agreed that McBride could use the card for personal and  
21 professional expenses. McBride was responsible for paying the card. He would receive monthly email  
22 reminders from American Express when the payment was due, would log into his account online, and  
23 would pay the full amount.

24 7. During the time Maydew managed McBride, McBride would on occasion be late for  
25 payment. In these rare situations, Maydew’s wife would reach out to McBride, who promptly paid the  
26 owed amount.

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28 <sup>1</sup> Maydew claims there is no evidence it was on a corporate card. However, both parties testified it was likely a corporate card.



1 more than one year after any alleged unlawful procurement, the claim for disgorgement fails. We need not  
2 reach the other issues.

3 Labor Code section 1700.44(c) states:

4 No action or proceeding shall be brought pursuant to this chapter with respect to any  
5 violation which is alleged to have occurred more than one year prior to commencement  
6 of the action or proceeding.

7 This provision bars claims for disgorgement to amounts paid by the artist to the manager within  
8 one year of the filing of the Petition. *Maureen McDonald v. Torres*, TAC 27-04 (2005) at 6; *compare Styne v.*  
9 *Stevens*, 26 Cal. 4th 42, 51 (2001) (the one-year statute of limitations does not apply when unlawful  
10 procurement is raised as a defense).

11 Here, McBride filed the Petition on November 21, 2024 and could therefore claim disgorgement  
12 for amounts McBride paid Maydew on or after November 21, 2023. McBride did not present evidence  
13 that he made any payments to Maydew during that timeframe; indeed, both parties agreed McBride fired  
14 Maydew well before November 21, 2023, and neither side presented evidence of commissions or residuals  
15 paid to Maydew even after he was fired. McBride's affirmative claim for disgorgement is barred.

16 McBride contends that the statute of limitations was extended to one year after Maydew filed his  
17 action in superior court, citing *Park v. Deftones*, 71 Cal. App. 4th 1465, 1471 (1999). *Park*, however, does  
18 not support that contention.

19 In *Park*, the manager (Park) filed a breach of contract action in superior court in 1996 against  
20 artists (the Deftones) he once represented based on violations from 1992-1994. *Id.* at 1468. The artists in  
21 1997 then initiated a Talent Agency Controversy (TAC) with the Labor Commissioner's Office, claiming  
22 as a defense that Park unlawfully procured work without a license and was not owed commissions on such  
23 unlawful procurement. *Id.* Park claimed in the TAC hearing with the Labor Commissioner that the artists  
24 could not bring a *defensive* case relying on the Talent Agencies Act because it was over one year after the  
25 final procurement. *Id.* at 1469. The Labor Commissioner held that the artists could raise the unlawful  
26 procurement defense, and an appellate court agreed. *Id.* at 1469; *see also Styne v. Stevens*, 26 Cal. 4th 42, 52  
27 (2001) (explaining that *Park* held that a defensive claim filed with the Labor Commissioner's Office within  
28

1 a year of the manager’s superior court claim was timely without addressing whether there is any applicable  
2 statute of limitations to defensive claims).

3 In sum, *Park* addressed the statute of limitations for a *defensive* claim. It does not allow an artist to  
4 seek disgorgement over a year after the final payment by the artist to the manager.

5 Whether the loaned money on the American Express card was part of the management agreement and  
6 therefore subject to the Talent Agencies Act?

7 McBride contends that, under the Talent Agencies Act, his oral contract regarding the American  
8 Express card is void, and he thus cannot be liable for any unpaid debt on the American Express card. To  
9 obtain this remedy, McBride must prove that the American Express Agreement was part of the general  
10 management agreement, and that the agreement should be void *ab initio* rather than the American Express  
11 Agreement being severed as lawful, non-procurement activity<sup>3</sup>. We find that the American Express  
12 Agreement is a separate agreement apart from the management agreement and therefore deny the  
13 requested relief.

14 Maydew’s oral agreement allowing McBride to use the American Express card was not tied to  
15 Maydew’s management of McBride. It is undisputed that McBride continued to use the American Express  
16 card for months *after* he fired Maydew. Indeed, McBride testified that he did not fall behind until after he  
17 fired Maydew, and it is clear that Maydew cancelled McBride’s card when McBride admittedly got in over  
18 his head and stopped paying off the card, not as part of being fired by McBride. We decline to consider  
19 an oral agreement in effect well after an artist fired his manager to be part of the managerial contract,  
20 particularly when the disputed debt arose, according to McBride, *after* McBride fired Maydew.

21 Because the American Express Agreement was not part of any management agreement between  
22 McBride and Maydew and is therefore not subject to the Talent Agencies Act, the Labor Commissioner

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24 <sup>3</sup> In *Marathon Entertainment, Inc. v. Blasi*, 42 Cal.4th 974 (2008), the California Supreme Court held that a  
25 violation of the Talent Agencies Act does not automatically require invalidation of the entire contract.  
26 The Court explained that the Act does not prohibit application of the equitable doctrine of severability  
27 and that therefore, in appropriate cases, a court is authorized to sever the illegal parts of a contract from  
28 the legal ones and enforce the parts of the contract that are legal. *Id.* at 990-96. In assessing the  
appropriateness of severance, two important considerations are (1) whether the central purpose of the  
contract was pervaded by illegality and (2) if not, whether the illegal portions of the contract are such that  
they can be readily separated from those portions that are legal. We do not need to reach the issue of  
severability here because we find the American Express Agreement was separate from the management  
agreement.

1 lacks jurisdiction to address it. We leave the breach of contract dispute regarding the American Express  
2 card for the superior court to decide. *Styne*, 26 Cal. 4th at 54 (the Labor Commissioner has jurisdiction to  
3 determine her jurisdiction over the matter).

4  
5 **IV. ORDER**

6 For the above stated reasons, the petition to determine controversy is denied. The affirmative  
7 relief sought by Petitioner is barred by the statute of limitations. The defensive relief sought addresses a  
8 contract not governed by the Talent Agencies Act; the Labor Commissioner thus lacks jurisdiction to  
9 determine whether it is valid.<sup>4</sup>

10 Dated: April 20, 2026

STATE OF CALIFORNIA  
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Casey Raymond  
Hearing Officer for the Labor Commissioner

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

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20 Dated: 4/17/2026



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LILIA GARCÍA-BROWER  
State Labor Commissioner

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27 <sup>4</sup> Respondents request attorney's fees based on the case being frivolous. The request is denied.  
28 Respondents do not provide any authority for awarding fees based on bad faith even if the claim were  
frivolous. *Compare* Labor Code Section 1700.25(e)(1) (permitting the Labor Commissioner to award  
attorney's fees when an agent willfully fails to disburse money to an artist).