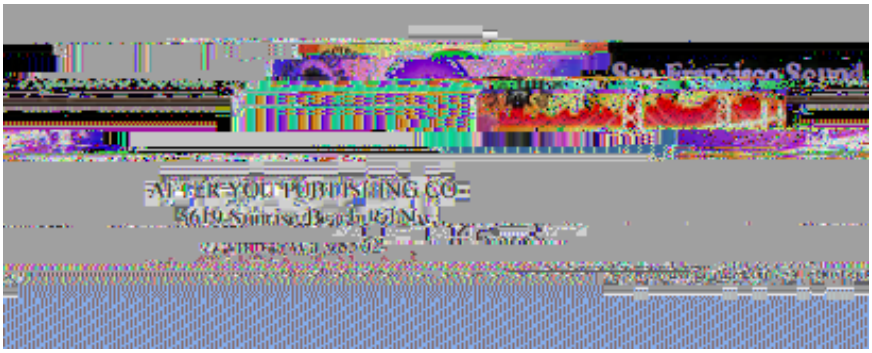


May !", !#!$
Chief Justice Tani Cantil-Sakauve
And the Associate Justices of the California Supreme Court
%&# McAllister Street
San Francisco, CA '($#!

Re: Bacall v. Shumay, S!")(#*/B%#!*)*

Dear Chief Justice and Associates,

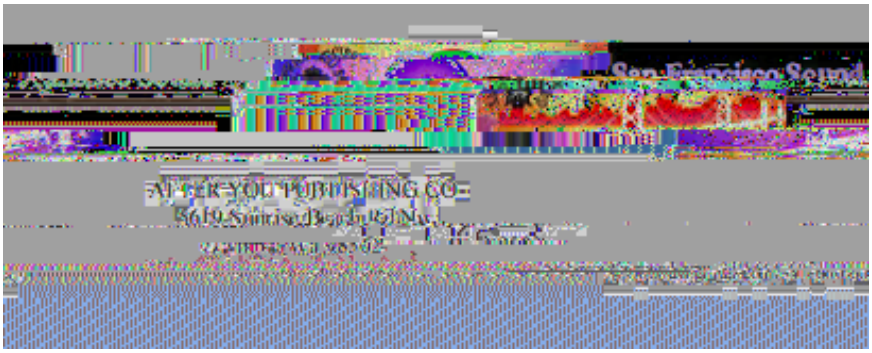
Pursuant to Rule).&##(g), I am respectfully requesting that this Court grant Petitioners' petition in the matter of *Bacall v. Shumway* (*Bacall*).

My name is Matthew Katz. I have spent over *# years in the music business as a personal manager, producer, and publisher. I am the party in *Buchwald v. Superior Court* (*Buchwald*) that is still cited as giving authority to void the contracts of those found to have engaged in procuring without first obtaining a talent agency license.

My journey, my knowledge, and my empathy for those who have been similarly compromised offers me a perspective that I respectfully hope shall prove worthy of your collective consideration.

MY PERSONAL HISTORY

In January $'"&, I entered into a personal management agreement with a group of Bay Area musicians soon known as the Jefferson Airplane. By August of $'"", just a year-plus into our five-year contract, the band was already reaching the precipice of stardom. It was then I was fired; replaced not by another seasoned professional, but by Marty Balin's (nee Buchwald) friend and roommate.



After Balin refused to honor his and the band's financial obligations, I filed suit for breach of contract. In response, Balin claimed my successful efforts to change their career plateau violated the Artists' Managers Act (now known as the Talent Agencies Act ("Act," "TAA").

In September $' "*, a Court of Appeals affirmed that claim, and cited four State Supreme Court holdings which, according to *Buchwald*, directed them to void my contractual rights. I lost some $$!,###,### in $' ") dollars.

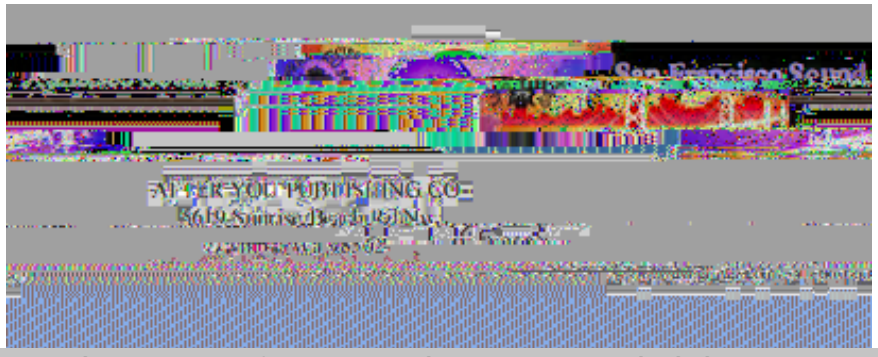
WHAT I KNOW NOW THAT I DID NOT KNOW THEN

By the time Balin and his bandmates hired me, I knew a great deal about how to promote, produce and raise the profile of musicians.But like most laypeople, I had only cursory knowledge of law.

If I knew then what I knew now, I would have focused my $' "* petition for review in this Court on the conflict in *Buchwald* between how it interpretated the four high court precedents and what those cases in fact held.

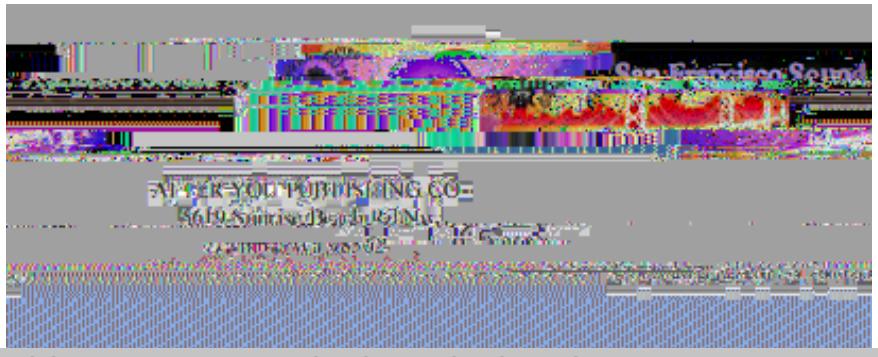
Each of those cases, in different ways, hold that adjudicators only have the authority to interfere with one's contractual rights if there is a penalty provision for the found offense. Like the Talent Agencies Act, the Artist's Manager's Act had no penalty provision for procuring without a license.

Wood v. Krepps, $") Cal. %)! ($'$() requires there be a provision inside a licensing scheme detailing that the failure to be licensed would "affect in any degree the right of contract" for an adjudicator to have the authority to extinguish one's contractual rights. *Id.* at %)".



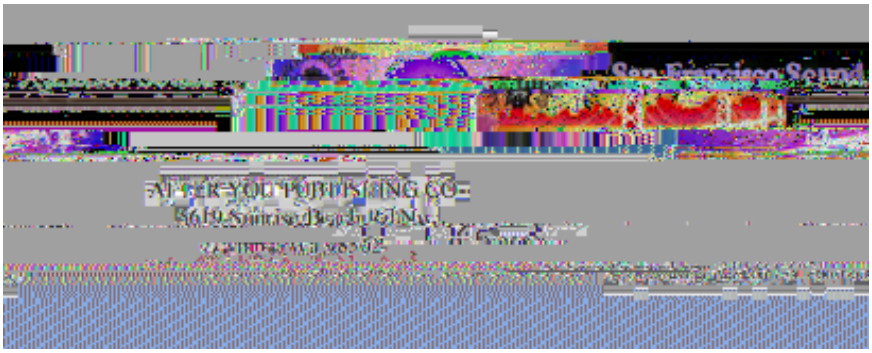
I know how the Act's enforcement has cost people jobs, compromised businesses, created bankruptcies, been the catalyst for divorces, even shortened lives. In rereading *Marathon* to help me craft this document, it is clear Justice Werdegar was beseeching the Legislature to act because of her recognition of the failure of that body to create the definitions, prohibitions and remedies that good laws have.

I believe that one of my secrets to longevity is learning what I now know that I did not know then. I believe this argument is worthy of your



landscape architects, nurses and others do, but does not reserve any of those activities for those with the requisite licenses. Conversely, a regulated activity is one, like those in the State Contractors Act, Pharmacists Act, Real Estate Act and others, where there exists provisions that reserve activities for licensees.

I pray the Court will accept this case to determine if these negotiating steps are defining or regulated activities. As the implications of leaving the law as *Buchwald* stands will affect others long after I have moved on, it is a decision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