

Communication from Public

Name: Kathryn H. Ross

Date Submitted: 06/28/2022 10:12 AM

Council File No: 21-0107

Comments for Public Posting: I started my small freelance writing business in August 2020. In September 2020, I fell victim to an overpayment scam by a “client” with whom I had a legally binding contract. They reached out to me to write a 2,550 word article (with a rate of \$1/word) on bullying for a seminar they were planning for teens and provided me with an outline. I was skeptical at first about the job, but after talking with some trusted colleagues, I was advised to take it only if the client signed a contract—which they did. I lost \$500 due to the scam though they tried to take me for \$2900, and was never paid for the actual work I was contracted to do AND completed for the “client”(and receipt of said work was confirmed). Due to the client and I having a contract, they owe me at least \$2,550, which I have never seen a penny of. I took my case to the police and the FBI, but nothing has been done. While this is an extreme case of nonpayment, it is nonpayment nonetheless because I did the work I was contracted to do, submitted it in a timely manner, and did a quality job. The assignment may have been fake, but due to the client signing a legally binding contract, providing an outline, directions, and a deadline, all of which I followed/met I am legally owed compensation. I’ve attached the contract in question below. Thank you for your time. Kathryn H. Ross



Writing Contract

This Contract is between Mary Ladd (the "Client") and CreatedtoCreate, a California company (the "Writer").

The Contract is dated September 11, 2020.

1. WORK AND PAYMENT.

1.1 Project. The Client is hiring the Writer to do the following: A 2,550 word article on Social Media's benefits and risks.

1.2 Schedule. The Writer will begin work on September 10, 2020 and must finish the work by October 10, 2020.

1.3 Payment. The Client will pay the Writer a flat fee of \$2,550.00 (USD). Of this, the Client will pay the Writer \$2,550.00 (USD) before work begins.

1.4 Expenses. The Client will reimburse the Writer's expenses. Expenses must be preapproved by the Client.

1.5 Invoices. The Writer will invoice the Client at the end of the project. The Client agrees to pay the amount owed within 15 days of receiving the invoice. Payment after that date will incur a late fee of 10.0% per month on the outstanding amount.

1.6 Support. The Writer will not provide support for any deliverable once the Client accepts it, unless otherwise agreed in writing.

2. OWNERSHIP AND LICENSES.

2.1 Client Owns All Work Product. As part of this job, the Writer is creating "work product" for the Client. To avoid confusion, work product is the finished product, as well as drafts, notes, materials, mockups, hardware, designs, inventions, patents, code, and anything else that the Writer works on—that is, conceives, creates, designs, develops, invents, works on, or reduces to practice—as part of this project, whether before the date of this Contract or after. The Writer hereby gives the Client this work product once the Client pays for it in full. This means the Writer is giving the Client all of its rights, titles, and interests in and to the work product (including intellectual property rights), and the Client will be the sole owner of it. The Client can use the work product however it wants or it can decide not to use the work product at all. The Client, for example, can modify, destroy, or sell it, as it sees fit.

2.2 Writer's Use Of Work Product. Once the Writer gives the work product to the Client, the Writer does not have any rights to it, except those that the Client explicitly gives the Writer here. The Client gives the Writer permission to use the work product as part of the Writer's portfolio and websites, in galleries, and in other media, so long as it is to showcase the Writer's work and not for any other purpose. The Writer is not allowed to sell or otherwise use the work product to make money or for any other commercial use. The Client is not allowed to take back this license, even after the Contract ends.

2.3 Writer's Help Securing Ownership. In the future, the Client may need the Writer's help to show that the Client owns the work product or to complete the transfer. The Writer agrees to help with that. For example, the Writer may have to sign a patent application. The Client will pay any required expenses for this. If the Client can't find the Writer, the Writer agrees that the Client can act on the Writer's behalf to accomplish the same thing. The following language gives the Client that right: if the Client can't find the Writer after spending reasonable effort trying to do so, the Writer hereby irrevocably designates and appoints the Client as the Writer's agent and attorney-in-fact, which appointment is coupled with an interest, to act for the Writer and on the Writer's behalf to execute, verify, and file the required documents and to take any other legal action to accomplish the purposes of paragraph 2.1 (Client Owns All Work Product).

2.4 Writer's IP That Is Not Work Product. During the course of this project, the Writer might use intellectual property that the Writer owns or has licensed from a third party, but that does not qualify as "work product." This is called "background IP." Possible examples of background IP are pre-existing code, type fonts, properly-licensed stock photos,

and web application tools. The Writer is not giving the Client this background IP. But, as part of the Contract, the Writer is giving the Client a right to use and license (with the right to sublicense) the background IP to develop, market, sell, and support the Client's products and services. The Client may use this background IP worldwide and free of charge, but it cannot transfer its rights to the background IP (except as allowed in Section 11.1 (Assignment)). The Client cannot sell or license the background IP separately from its products or services. The Writer cannot take back this grant, and this grant does not end when the Contract is over.

2.5 Writer's Right To Use Client IP. The Writer may need to use the Client's intellectual property to do its job. For example, if the Client is hiring the Writer to build a website, the Writer may have to use the Client's logo. The Client agrees to let the Writer use the Client's intellectual property and other intellectual property that the Client controls to the extent reasonably necessary to do the Writer's job. Beyond that, the Client is not giving the Writer any intellectual property rights, unless specifically stated otherwise in this Contract.

3. COMPETITIVE ENGAGEMENTS. The Writer won't work for a competitor of the Client until this Contract ends. To avoid confusion, a competitor is any third party that develops, manufactures, promotes, sells, licenses, distributes, or provides products or services that are substantially similar to the Client's products or services. A competitor is also a third party that plans to do any of those things. The one exception to this restriction is if the Writer asks for permission beforehand and the Client agrees to it in writing. If the Writer uses employees or subcontractors, the Writer must make sure they follow the obligations in this paragraph, as well.

4. NON-SOLICITATION. Until this Contract ends, the Writer won't: (a) encourage Client employees or service providers to stop working for the Client; (b) encourage Client customers or clients to stop doing business with the Client; or (c) hire anyone who worked for the Client over the 12-month period before the Contract ended. The one exception is if the Writer puts out a general ad and someone who happened to work for the Client responds. In that case, the Writer may hire that candidate. The Writer promises that it won't do anything in this paragraph on behalf of itself or a third party.

5. REPRESENTATIONS.

5.1 Overview. This section contains important promises between the parties.

5.2 Authority To Sign. Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

5.3 Writer Has Right To Give Client Work Product. The Writer promises that it owns the work product, that the Writer is able to give the work product to the Client, and that no other party will claim that it owns the work product. If the Writer uses employees or subcontractors, the Writer also promises that these employees and subcontractors have signed contracts with the Writer giving the Writer any rights that the employees or subcontractors have related to the Writer's background IP and work product.

5.4 Writer Will Comply With Laws. The Writer promises that the manner it does this job, its work product, and any background IP it uses comply with applicable U.S. and foreign laws and regulations.

5.5 Work Product Does Not Infringe. The Writer promises that its work product does not and will not infringe on someone else's intellectual property rights, that the Writer has the right to let the Client use the background IP, and that this Contract does not and will not violate any contract that the Writer has entered into or will enter into with someone else.

5.6 Client Will Review Work. The Client promises to review the work product, to be reasonably available to the Writer if the Writer has questions regarding this project, and to provide timely feedback and decisions.

5.7 Client-Supplied Material Does Not Infringe. If the Client provides the Writer with material to incorporate into the work product, the Client promises that this material does not infringe on someone else's intellectual property rights.

6. TERM AND TERMINATION. This Contract ends on October 10, 2020, unless the Client or the Writer ends the contract before that time. Either party may end this Contract for any reason by sending an email or letter to the other party, informing the recipient that the sender is ending the Contract and that the Contract will end in 7 days. The Contract officially ends once that time has passed. The party that is ending the Contract must provide notice by taking the steps explained in Section 11.4. The Writer must immediately stop working as soon as it receives this notice, unless the notice says otherwise. The Client will pay the Writer for the work done up until when the Contract ends and will reimburse the Writer for any agreed-upon, non-cancellable expenses. The following sections don't end even after the Contract ends: 2 (Ownership and Licenses); 3 (Competitive Engagements); 4 (Non-Solicitation); 5 (Representations); 8 (Confidential Information); 9 (Limitation of Liability); 10 (Indemnity); and 11 (General).

7. INDEPENDENT CONTRACTOR. The Client is hiring the Writer as an independent contractor. The following statements accurately reflect their relationship:

- The Writer will use its own equipment, tools, and material to do the work.
- The Client will not control how the job is performed on a day-to-day basis. Rather, the Writer is responsible for determining when, where, and how it will carry out the work.
- The Client will not provide the Writer with any training.
- The Client and the Writer do not have a partnership or employer-employee relationship.
- The Writer cannot enter into contracts, make promises, or act on behalf of the Client.
- The Writer is not entitled to the Client's benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days).
- The Writer is responsible for its own taxes.
- The Client will not withhold social security and Medicare taxes or make payments for disability insurance, unemployment insurance, or workers compensation for the Writer or any of the Writer's employees or subcontractors.

8. CONFIDENTIAL INFORMATION.

8.1 Overview. This Contract imposes special restrictions on how the Client and the Writer must handle confidential information. These obligations are explained in this section.

8.2 The Client's Confidential Information. While working for the Client, the Writer may come across, or be given, Client information that is confidential. This is information like customer lists, business strategies, research & development notes, statistics about a website, and other information that is private. The Writer promises to treat this information as if it is the Writer's own confidential information. The Writer may use this information to do its job under this Contract, but not for anything else. For example, if the Client lets the Writer use a customer list to send out a newsletter, the Writer cannot use those email addresses for any other purpose. The one exception to this is if the Client gives the Writer written permission to use the information for another purpose, the Writer may use the information for that purpose, as well. When this Contract ends, the Writer must give back or destroy all confidential information, and confirm that it has done so. The Writer promises that it will not share confidential information with a third party, unless the Client gives the Writer written permission first. The Writer must continue to follow these obligations, even after the Contract ends. The Writer's responsibilities only stop if the Writer can show any of the following: (i) that the information was already public when the Writer came across it; (ii) the information became public after the Writer came across it, but not because of anything the Writer did or didn't do; (iii) the Writer already knew the information when the Writer came across it and the Writer didn't have any obligation to keep it secret; (iv) a third party provided the Writer with the information without requiring that the Writer keep it a secret; or (v) the Writer created the information on its own, without using anything belonging to the Client.

8.3 Third-Party Confidential Information. It's possible the Client and the Writer each have access to confidential information that belongs to third parties. The Client and the Writer each promise that it will not share with the other party confidential information that belongs to third parties, unless it is allowed to do so. If the Client or the Writer is allowed to share confidential information with the other party and does so, the sharing party promises to tell the other party in writing of any special restrictions regarding that information.

9. LIMITATION OF LIABILITY. Neither party is liable for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this Contract.

10. INDEMNITY.

10.1 Overview. This section transfers certain risks between the parties if a third party sues or goes after the Client or the Writer or both. For example, if the Client gets sued for something that the Writer did, then the Writer may promise to come to the Client's defense or to reimburse the Client for any losses.

10.2 Client Indemnity. In this Contract, the Writer agrees to indemnify the Client (and its affiliates and its and their directors, officers, employees, and agents) from and against all liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of: (i) the work the Writer has done under this Contract; (ii) a breach by the Writer of its obligations under this Contract; or (iii) a breach by the Writer of the promises it is making in Section 5 (Representations).

10.3 Writer Indemnity. In this Contract, the Client agrees to indemnify the Writer (and its affiliates and its and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of a breach by the Client of its obligations under this Contract.

11. GENERAL.

11.1 Assignment. This Contract applies only to the Client and the Writer. The Writer cannot assign its rights or delegate its obligations under this Contract to a third-party (other than by will or intestate), without first receiving the Client's written permission. In contrast, the Client may assign its rights and delegate its obligations under this Contract without the Writer's permission. This is necessary in case, for example, another Client buys out the Client or if the Client decides to sell the work product that results from this Contract.

11.2 Arbitration. As the exclusive means of initiating adversarial proceedings to resolve any dispute arising under this Contract, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules.

11.3 Modification; Waiver. To change anything in this Contract, the Client and the Writer must agree to that change in writing and sign a document showing their contract. Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so.

11.4 Notices.

(a) Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered in one of the following ways: personal delivery, email, or certified or registered mail (postage prepaid, return receipt requested). The notice must be delivered to the party's address listed at the end of this Contract or to another address that the party has provided in writing as an appropriate address to receive notice.

(b) The timing of when a notice is received can be very important. To avoid confusion, a valid notice is considered received as follows: (i) if delivered personally, it is considered received immediately; (ii) if delivered by email, it is considered received upon acknowledgement of receipt; (iii) if delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered. If the notice is received after 5:00pm on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice is considered received at 9:00am on the next business day.

11.5 Severability. This section deals with what happens if a portion of the Contract is found to be unenforceable. If that's the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

11.6 Signatures. The Client and the Writer must sign this document using Bonsai's e-signing system. These electronic signatures count as originals for all purposes.

11.7 Governing Law. The laws of the state of California govern the rights and obligations of the Client and the Writer under this Contract, without regard to conflict of law principles of that state.

11.8 Entire Contract. This Contract represents the parties' final and complete understanding of this job and the subject matter discussed in this Contract. This Contract supersedes all other contracts (both written and oral) between the parties.

THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES BELOW.


x _____


x _____

CreatedtoCreate

Kathryn H. Ross

wearecreatedtocreate20@gmail.com

Signed on September 11, 2020

Mary Ladd

Mary Ladd

maryladd@zohomail.com

Signed on September 11, 2020

Communication from Public

Name: Renee Loiz

Date Submitted: 06/28/2022 06:16 AM

Council File No: 21-0107

Comments for Public Posting: I have been a freelance makeup artist for over 20 years and getting payment is the main issue I've consistently had. When a company hires me, 95% of the jobs are net 30-90 days, sometimes net 120 days, the other 5% are from companies that do pay quickly. If companies are hiring freelancers, the freelancers should be paid as if they're an employee of the company because we are in fact working for the company. So this means receiving payment within 7-14 days like an employee would receive. If I am working consistently as a freelancer, I should be getting paid consistently as a freelancer. This is how you're able to save money instead of living paycheck to paycheck. Any other career field are paid in a consistent manner, but when it comes to freelancers we get the short end of the stick. Also during the pandemic freelancers were able to collect unemployment but in the beginning (March 2020), when you initially applied, the EDD didn't have any options to add in your 1099 income. We had to add in W2 income because they didn't understand how to work with freelancers. With W2 income, that is either non existent or perhaps 1-2 companies that hired you once, hired you as an employee. This made it very difficult to collect the correct amount of unemployment during the pandemic causing many people to have to leave from LA or leave their jobs entirely. My hope is that a law is passed where freelancers are treated fairly when it comes to payment. We are employees of these companies when we're hired and should be treated with the same respect.

Communication from Public

Name: Andrew Robert Graebner

Date Submitted: 06/28/2022 01:48 AM

Council File No: 21-0107

Comments for Public Posting: I am commenting for today (the 28th's) meeting. You, the City Council, must act quickly. The LAPD is assaulting peaceful protesters, the press, and legal observers and trying to suppress people's First Amendment rights. People have been shoved and shot with less lethals. The police have been violently trying to stop any and all protests. You must abolish the police. Also, please work to ensure access to abortion is protected and equitable in the City of Los Angeles. Thank you

Communication from Public

Name:

Date Submitted: 06/27/2022 06:58 PM

Council File No: 21-0107

Comments for Public Posting: As a local LA resident, I urge the City Council to deny any further funding for the ABH as requested by Bonin. In addition I urge the City Council to refuse further funding for PATH. This facility has failed to meet its objectives and has housed very few homeless people, especially considering the high price tag to run the facility. In addition I urge the City Council to deny further funding to PATH, which has woefully failed repeatedly in fulfilling its mission. Bonin is thankfully exiting as he has consistently refused to hear or address in any way the well-documented issues of his constituents. And as he is retiring, he should have no say in the future of our neighborhood, where he will be gone and will not be responsible for the results of his ineffective proposals which have already substantially and repeatedly negatively impacted his district.

Communication from Public

Name: Ben Camacho (Freelance Journalists Union)

Date Submitted: 06/28/2022 03:42 PM

Council File No: 21-0107

Comments for Public Posting: Submitting comment as co-chair of the legal committee for the IWW Freelance Journalists Union. The Freelance Isn't Free Act is has been a successful tool in our efforts to ensure that inquiring freelancers are paid on time. I support freelancers with legal issues as part of this committee. Contract issues and delinquent payments are rampant for freelancers and there is often no support or enforcement of contracts. the FIF Act has helped many freelancers in NY obtain payment that they were owed and it would be extremely help for us to have this in LA, since there are so many freelancers here (including freelancers in my union).

Communication from Public

Name: Sara

Date Submitted: 06/28/2022 06:48 PM

Council File No: 21-0107

Comments for Public Posting: Freelancers in Los Angeles and the whole of California should have the same protections as our counterparts in New York City, which has had Freelance Isn't Free since 2017. Over the last two years, small companies hiring independent contractors have been taking up to and over 150 days to pay invoices. They're using this as part of their accounting strategy. They bank on freelancers wanting to avoid going to small claims court, so they make it as difficult as possible to collect payment. Short of finding a different line of work, I don't know how we move forward without protections for freelancers.

Communication from Public

Name:

Date Submitted: 06/28/2022 01:11 PM

Council File No: 21-0107

Comments for Public Posting: We are excited to see the Los Angeles City Council moving forward with the Freelance Isn't Free Act, which it passed as a motion in January of 2021. 59 million independent contractors now account for approximately one-third of the US workforce, contributing more than \$1 trillion annually to the US economy. Yet, almost 75% report having some issue with either late payment or non-payment each year. Passing this law could be a huge step toward protecting freelance workers, both in L.A., and across the country. We've already seen the positive impacts of this legislation in New York City: Since its passage in 2016, the Freelance Isn't Free Act has empowered freelancers in that city — genuine 1099 freelancers, not misclassified workers — to recover over \$2.1 million in late and stolen payments. And just a few weeks ago, in early June, the New York state legislature passed its own version of the Freelance Isn't Free Act, which will further expand these benefits and increase protections for freelancers once Governor Kathy Hochul signs it into law. When payments are late or missing, freelancers often have to spend time tracking down the money they're owed, not just from one employer, but from several different ones, significantly multiplying the time and labor involved. A late payment of \$400 here and \$500 there can quickly add up, resulting in a missed rent or utilities payment. For this reason, we applaud this committee for recommending a lower threshold of \$600, with a review after one year to consider lowering it further. That represents an improvement over the New York city and state laws, which set the threshold at \$800, and presents an opportunity for Los Angeles to lead on this issue. We are glad that the City Council agrees that a lower threshold for enforcement will help more freelancers and expand the protections of the law, and we look forward to an appropriate change in the threshold after initial review. We also encourage the Los Angeles City Council to ensure that Freelance Isn't Free covers any freelancer doing work for employers based in Los Angeles. This is important because current forms of freelance work, especially on digital platforms, are frequently performed in a variety of locations, making it difficult in many cases to say the work was done in the same city as the employer. For example, a photographer may be commissioned by a hiring entity based in Los Angeles to photograph a subject or subjects in New York, and

edit the photos in Chicago. To only cover freelancers working within the L.A. city limits could actually disincentivize employers from hiring those workers, which is clearly not the desired effect of the bill. For this reason, both the New York city and state bills cover any freelancers — regardless of their place of residence — who work for employers based in their respective jurisdictions. Los Angeles is a hub for freelance work across many industries, including entertainment, media, and the arts, and all freelancers working for L.A.-based employers deserve protection under Freelance Isn't Free. In the face of rising inflation and an ever-splintered gig economy, we urge the L.A. City Council to lead on protecting freelance workers from wage theft and late payments. We look forward to working with the L.A. City Council on the passage of an improved and pace-setting Freelance Isn't Free law.

We are excited to see the Los Angeles City Council moving forward with the Freelance Isn't Free Act, which it passed as a motion in January of 2021. 59 million independent contractors now account for approximately one-third of the US workforce, contributing more than \$1 trillion annually to the US economy. Yet, almost 75% report having some issue with either late payment or non-payment each year. Passing this law could be a huge step toward protecting freelance workers, both in L.A., and across the country.

We've already seen the positive impacts of this legislation in New York City: Since its passage in 2016, the Freelance Isn't Free Act has empowered freelancers in that city — genuine 1099 freelancers, not misclassified workers — to recover over \$2.1 million in late and stolen payments. And just a few weeks ago, in early June, the New York state legislature passed its own version of the Freelance Isn't Free Act, which will further expand these benefits and increase protections for freelancers once Governor Kathy Hochul signs it into law.

When payments are late or missing, freelancers often have to spend time tracking down the money they're owed, not just from one employer, but from several different ones, significantly multiplying the time and labor involved. A late payment of \$400 here and \$500 there can quickly add up, resulting in a missed rent or utilities payment. For this reason, we applaud this committee for recommending a lower threshold of \$600, with a review after one year to consider lowering it further. That represents an improvement over the New York city and state laws, which set the threshold at \$800, and presents an opportunity for Los Angeles to lead on this issue. We are glad that the City Council agrees that a lower threshold for enforcement will help more freelancers and expand the protections of the law, and we look forward to an appropriate change in the threshold after initial review.

We also encourage the Los Angeles City Council to ensure that Freelance Isn't Free covers any freelancer doing work for employers based in Los Angeles. This is important because current forms of freelance work, especially on digital platforms, are frequently performed in a variety of locations, making it difficult in many cases to say the work was done in the same city as the employer. For example, a photographer may be commissioned by a hiring entity based in Los Angeles to photograph a subject or subjects in New York, and edit the photos in Chicago.

To only cover freelancers working within the L.A. city limits could actually disincentivize employers from hiring those workers, which is clearly not the desired effect of the bill. For this reason, both the New York city and state bills cover any freelancers — regardless of their place of residence — who work for employers based in their respective jurisdictions.

Los Angeles is a hub for freelance work across many industries, including entertainment, media, and the arts, and all freelancers working for L.A.-based employers deserve protection under Freelance Isn't Free. In the face of rising inflation and an ever-splintered gig economy, we urge the L.A. City Council to lead on protecting freelance workers from wage theft and late payments. We look forward to working with the L.A. City Council on the passage of an improved and pace-setting Freelance Isn't Free law.



Communication from Public

Name: Sarah B

Date Submitted: 06/28/2022 03:14 PM

Council File No: 21-0107

Comments for Public Posting: I have had to fight for pay many times, including fair wages and timely pay, at times waiting more than 5 months to receive payment when net 30 was the agreement. At times needing to threaten legal action. This time takes away from my business and also creates financial ramifications like late fees I have to pay, there is not much I can do to put these back on the company owing me. It is often the biggest companies that take the longest to pay or offer the lowest wages. We need solutions put in place so we have some leverage and rights on our side as freelancers.