# 5-Year Report on NYC's Freelance Isn't Free Act

November 1, 2023

Submitted pursuant to N.Y.C. Admin. Code § 20-936



#### Introduction

The Freelance Isn't Free Act establishes and enhances protections for freelance workers ("freelancers"), including rights to a written contract and to be paid on time and in full. The Freelance Isn't Free Act also requires the Department of Consumer and Worker Protection ("DCWP") to publish reports on the effectiveness of the law at certain intervals. Pursuant to these requirements, this report summarizes DCWP's implementation of the Freelance Isn't Free Act from fiscal year 2019 through fiscal year 2023 and reviews the Freelance Isn't Free Act's effectiveness at improving freelance contracting and payment practices.

## Background

The Freelance Isn't Free Act, Local Law 140 of 2016, took effect on May 15, 2017, and is codified in Title 20, Chapter 10 of the NYC Administrative Code. With limited exceptions, the Freelance Isn't Free Act provides protections to any individual hired or retained as an independent contractor to provide services for compensation. Freelancers are protected under the Freelance Isn't Free Act regardless of their immigration status. Covered hiring parties include any person or business, other than a government entity, who retains a freelancer to provide any service.

The Freelance Isn't Free Act establishes two key rights. First, when a contract's value is \$800 or more, the contract must be in writing. A written contract is also required when the aggregate value of multiple contracts for services between the same hiring party and freelance worker during a 120-day period is equal to or greater than \$800. The written contract must include all the services to be provided, the rate of compensation, and the payment due date, or way to determine a due date. Second, regardless of the contract's value, all freelancers must be paid either on or before the due date, or if the contract does not specify when the compensation is due, no later than 30 days after the freelancer completes the work under the contract. The right to be paid on time and in full applies to any contract, including those valued at less than \$800 and oral contracts. Once a freelancer has begun the work under the contract, a hiring party cannot require a freelancer to accept less compensation than originally agreed in order to be paid on time. A hiring party cannot retaliate against a freelancer for exercising these rights.

The Freelance Isn't Free Act authorizes freelancers to enforce these rights by suing their hiring parties, and provides for statutory damages, double damages, injunctive relief, and an award of reasonable attorney's fees and costs if the freelancer wins the lawsuit. These provisions make it easier for a freelancer to find an attorney to represent them and deter illegal conduct by hiring parties.

The Freelance Isn't Free Act also charges DCWP with operating a Navigation Program. The Navigation Program educates the public, responds to general inquiries about pursuing claims in court, provides legal referrals to freelancers, and administers the innovative freelancer complaint resolution process required by the law. In this process, when a freelancer files a complaint with DCWP, DCWP informs the hiring party in writing of the complaint. The hiring party has twenty

<sup>&</sup>lt;sup>1</sup> See N.Y.C. Admin. Code § 20-927 et seq; see also Rules of the City of New York (RCNY), title 6, section 7-501 et seq.

days after receiving the complaint to submit a response, which DCWP forwards to the freelancer. The Freelance Isn't Free Act provides that if the hiring party fails to respond to the complaint and the freelancer then decides to sue, the hiring party will bear the burden of demonstrating that it did not commit the violations alleged in the complaint. This makes it easier for the freelancer to win in court.

Lastly, the Freelance Isn't Free Act provides that the City of New York may commence a civil action against a hiring party if the hiring party is engaged in a pattern or practice of violating the law.

#### Discussion

### The Navigation Program

In fiscal years 2019 through 2023, the Navigation Program received 2,542 complaints from freelancers (Table 1, p. 6). Most complaints (2,184) alleged an unlawful payment practice under the Freelance Isn't Free Act, such as late payment and non-payment (Table 2, p. 6). Complaints alleging retaliation (212) or failure to enter into a written contract (264) were less common (<u>Id</u>.). Hiring parties responded to the Navigation Program's notices of complaint 74% of the time (Table 7, p. 14).

During this five-year period, at least 773 freelancers reported receiving a payment that was owed to them after filing their complaint with DCWP, totaling \$2.9 million (Table 3, p. 6). However, the Navigation Program relies on freelancers to self-report case outcomes, and because outcomes are underreported, the actual recovery totals are likely higher. Survey responses by complainants to the Navigation Program suggest that approximately half of the freelancers who filed complaints through the program ultimately either recovered all the money they were owed (40%) or part of the money they were owed (9%) (Table 4, p. 7). After filing their complaint, 16% of complainants to the Navigation Program subsequently pursued their claim in court and 9% pursued an alternative dispute resolution, such as mediation or arbitration (Table 5, p. 8).

Complaints to the Navigation Program varied widely in respect to the value of the contracts reported by the complainant. Twenty-two percent of the contracts were for \$1,000 or less, approximately half (51%) were for \$5,000 or less, and nearly three-quarters (73%) were for \$30,000 or less (Table 6, p. 9). A smaller number of freelancers submitted complaints in connection with contracts of very high value (<u>Id</u>.).

A few examples illustrate how the Navigation Program's complaint resolution process helps freelancers recover the money owed to them without having to resort to litigation. For instance, several freelancers filed complaints through the Navigation Program against a large retail chain store after they were not paid for creative services they provided. Nine of the workers reported that they were paid in full, a total of approximately \$75,000. In another case, after a freelancer received her hiring party's response to her complaint, the freelancer replied to the hiring party via email that she intended to seek double damages in small claims court if the outstanding

amount was not paid. The hiring party then sent payment electronically for the outstanding amount, approximately \$1,400 for graphic design work, within the hour.

To ensure as many workers as possible are aware of their rights, over the past five years DCWP has conducted extensive education and outreach through social media campaigns, as well as targeted outreach via partner organizations. These include general freelancer advocacy organizations, professional associations, legal service providers for low-wage workers, and community-based organizations. DCWP also holds events throughout the year where staff disseminate materials that include information about the Freelance Isn't Free Act's protections and lead presentations and workshops that inform participants of various worker protections, including rights and available remedies. Overall, DCWP conducted more than 230 events that raised awareness about the Freelance Isn't Free Act's protections during this period, reaching approximately 20,000 attendees.

The Navigation Program has also actively referred complainants to relevant assistance. The Navigation Program provides freelancers with a legal resource sheet, which contains a list of lawyers and legal organizations that can provide legal advice about Freelance Isn't Free Act claims and other matters. The Navigation Program also refers workers when appropriate to the New York State Joint Enforcement Task Force on Employee Misclassification, which investigates allegations of misclassification of workers, including wrongful denials of benefits such as unemployment insurance and workers' compensation. In 2023, the Navigation Program began to refer every complainant to DCWP's NYC Free Tax Prep program, which provides year-round services for people who are self-employed.<sup>2</sup> Also in 2023, DCWP expanded its online services, allowing freelancers to submit inquiries and complaints using an interactive portal. This new online interface makes the program more accessible, especially for workers who primarily use mobile devices to access the internet.

#### Enforcement against a Pattern or Practice of Violations

In 2021, DCWP worked with the NYC Law Department to sue L'Officiel USA, the American subsidiary of a French-owned global media company, in New York State Supreme Court for engaging in a pattern or practice of violating the Freelance Isn't Free Act. The City pursued this first-of-its-kind lawsuit after the Freelancer Navigation Program received more than 20 complaints against L'Officiel, including from writers, editors, photographers, videographers, graphic designers, and illustrators. The Freelancer Navigation Program worked closely with the NYC Law Department to interview complainants and obtain information about their claims.

In 2023, the City and L'Officiel settled the lawsuit. Under the settlement agreement, L'Officiel must pay more than \$275,000 — double the amount owed — to 41 freelance workers who came forward to the City with complaints, make a payment to the City, and come into compliance with the Freelance Isn't Free Act going forward. L'Officiel must also pay double damages to any other freelance worker who files a claim showing they were not fully paid for services performed.

#### Private Action by Freelancers

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<sup>&</sup>lt;sup>2</sup> For more information, please visit <u>nyc.gov/TaxPrep</u>.

DCWP has limited information about freelancers' efforts to enforce their rights, either after filing a complaint through the Navigation Program or independently. From publicly reported court decisions and from survey responses, it appears that freelance workers do regularly file Freelance Isn't Free Act claims in state supreme court, civil court, small claims court, and federal district courts, though DCWP has no mechanism to determine the overall volume.

In addition, freelance workers pursue their claims in mediation and arbitration and through self-advocacy and demand letters prepared by retained counsel, though information about these actions is generally not available to the public.

# Legislative Recommendations

On the whole, the Freelance Isn't Free Act appears to be effective and working as intended. DCWP does not recommend exempting any additional occupations from coverage or enacting any other changes to the statute. DCWP will continue its outreach efforts to make sure all workers in our city are aware of their rights and are able to take advantage of the services offered by the Navigation Program.

DCWP supports legislation to expand these protections across New York State, as proposed by NY State Senate Bill 2023-S5026 and NY State Assembly Bill A6040. This legislation establishes an administrative process for the NYS Department of Labor to investigate complaints, authorizes the Commissioner of the NYS Department of Labor to sue hiring parties, and grants the NYS Attorney General the authority to bring a civil action against hiring parties that engage in a pattern or practice of violations. The success of the local law demonstrates the importance of these labor protections for New Yorkers. Expanding it to cover the millions of freelancers working across New York State will provide many of its residents with sensible, helpful protections against unscrupulous hiring parties who don't pay freelancers for their work and other exploitation.

## **Statistical Appendix**

Table 1. Complaints Received by the Navigation Program, FY 2019-2023

	2019	2020	2021	2022	2023	Total
Complaints	722	664	300	348	508	2,542

Table 2. Complaints Received by the Navigation Program, by Alleged Violation, FY 2019-2023

	2019	2020	2021	2022	2023	Total
Unlawful Payment Practices	586	621	270	268	439	2,184
Retaliation	54	71	19	36	32	212
Written Contract Required	79	81	25	36	43	264

*Notes:* Complaints may allege that multiple sections of the law were violated. Some complaint records may not indicate which specific section of the law was violated.

Table 3. Number of Complainants who Recovered Payment through the Navigation Program and the Amounts they Recovered, FY 2019-2023

	2019	2020	2021	2022	2023	Total
Complainants who Recovered Payment	261	141	65	146	160	773
Amount Recovered (\$)	856,863	475,093	303,465	671,150	606,021	2,912,59 1

*Notes:* Payment recoveries are self-reported by complainants during the navigation process or in follow-up surveys. Because many freelancers do not report the outcome of their complaint, it is likely that the number of complainants who recovered payment and the amounts recovered are higher than the values shown.

Table 4. Payment Outcomes for Complaints to the Navigation Program, FY 2019-2023

	Survey Responses	Percent of all Survey Responses (%)
I was paid all of the money I believe was owed to me	106	40
I was partially paid	23	9
I was not paid anything	130	49
Other	4	2
Total	263	100

*Notes:* Analysis based on responses to the Navigation Program's complainant follow-up survey. Outcomes reported informally during the navigation process are not included. Some survey responses are undated and may have occurred prior to FY 2019.

Table 5. Payment Outcomes and Type of Dispute Resolution for Complaints to the Navigation Program, FY 2019-2023

	Survey Responses	Percent of all Survey Responses (%)
Pursued Claim in Court		
I was paid all of the money I believe was owed to me	8	3
I was partially paid	3	1
I was not paid anything	31	12
Subtotal	42	16
Pursued Alternative Dispute Resolution		
I was paid all of the money I believe was owed to me	13	5
I was partially paid	3	1
I was not paid anything	8	3
Subtotal	24	9

*Notes:* Analysis based on responses to the Navigation Program's complainant follow-up survey (n=263). Outcomes reported informally during the navigation process are not included. Some survey responses are undated and may have occurred prior to FY 2019. Alternative dispute resolution includes mediation and arbitration.

Table 6. Complaints to the Navigation Program by Contract Value and Section of Law Alleged to Have Been Violated, FY 2019-2023

Contract Value	Unlawful Payment Practices (§ 20-929)	Retaliation (§ 20-930)	Written Contract Required (§ 20-928)
<\$500	213	13	14
\$500-\$1K	306	26	24
>\$1-\$1.5K	138	8	14
>\$1.5-\$2K	135	11	17
>\$2-\$2.5K	92	7	12
>\$2.5-\$3K	74	0	7
>\$3-\$3.5K	66	5	7
>\$3.5-\$4K	51	4	6
>\$4-\$4.5K	49	3	6
>\$4.5-\$5K	36	4	6
>\$5-\$5.5K	48	7	9
>\$5.5-\$6K	25	1	2
>\$6-\$6.5K	31	0	2
>\$6.5-\$7K	16	2	1
>\$7-\$7.5K	34	2	2
>\$7.5-\$8K	22	2	3
>\$8-\$8.5K	24	0	1
>\$8.5-\$9K	14	1	2
>\$9-\$9.5K	14	0	2
>\$9.5-\$10K	12	0	2
>\$10-\$10.5K	26	7	2
>\$10.5-\$11K	11	0	0
>\$11-\$11.5K	9	1	1
>\$11.5-\$12K	7	2	0
>\$12-\$12.5K	19	3	1
>\$12.5-\$13K	12	0	1
>\$13-\$13.5K	11	0	0
>\$13.5-\$14K	12	0	1
>\$14-\$14.5K	13	0	1
>\$14.5-\$15K	7	0	1
>\$15-\$15.5K	17	3	0
>\$15.5-\$16K	5	0	1
>\$16-\$16.5K	5	0	1
>\$16.5-\$17K	3	0	0
>\$17-\$17.5K	4	1	1
>\$17.5-\$18K	5	0	0

Contract Value	Unlawful Payment Practices (§ 20-929)	Retaliation (§ 20-930)	Written Contract Required (§ 20-928)
>\$18-\$18.5K	7	0	0
>\$18.5-\$19K	8	0	2
>\$19-\$19.5K	5	1	1
>\$19.5-\$20K	5	0	1
>\$20-\$20.5K	5	0	1
>\$20.5-\$21K	4	1	2
>\$21-\$21.5K	4	1	1
>\$21.5-\$22K	2	1	0
>\$22-\$22.5K	4	1	0
>\$22.5-\$23K	2	0	0
>\$23-\$23.5K	1	1	0
>\$23.5-\$24K	1	0	1
>\$24-\$24.5K	4	0	0
>\$24.5-\$25K	4	0	1
>\$25-\$25.5K	11	1	2
>\$25.5-\$26K	3	1	1
>\$26-\$26.5K	2	1	0
>\$26.5-\$27K	3	1	0
>\$27-\$27.5K	4	0	0
>\$27.5-\$28K	2	1	1
>\$28-\$28.5K	3	1	1
>\$28.5-\$29K	1	0	0
>\$29-\$29.5K	1	0	0
>\$29.5-\$30K	1	0	0
>\$30-\$30.5K	8	3	3
>\$31-\$31.5K	1	0	0
>\$32-\$32.5K	2	0	0
>\$32.5-\$33K	2	0	0
>\$33-\$33.5K	2	0	0
>\$33.5-\$34K	3	0	0
>\$34.5-\$35K	1	1	1
>\$35-\$35.5K	4	0	0
>\$36-\$36.5K	5	0	0
>\$36.5-\$37K	2	0	0
>\$37.5-\$38K	2	0	1
>\$38-\$38.5K	2	1	1
>\$38.5-\$39K	1	0	0
>\$39-\$39.5K	1	1	0

Contract Value	Unlawful Payment Practices (§ 20-929)	Retaliation (§ 20-930)	Written Contract Required (§ 20-928)
>\$40-\$40.5K	3	0	0
>\$40.5-\$41K	1	0	0
>\$41-\$41.5K	2	0	0
>\$42-\$42.5K	2	0	0
>\$42.5-\$43K	3	1	0
>\$43-\$43.5K	2	1	1
>\$45-\$45.5K	4	0	0
>\$45.5-\$46K	1	0	0
>\$46-\$46.5K	1	0	0
>\$47-\$47.5K	1	0	0
>\$47.5-\$48K	1	0	1
>\$48-\$48.5K	4	0	0
>\$49-\$49.5K	1	0	0
>\$49.5-\$50K	1	0	1
>\$50-\$50.5K	5	2	2
>\$51.5-\$52K	2	1	0
>\$52-\$52.5K	1	0	0
>\$53-\$53.5K	1	0	0
>\$53.5-\$54K	1	0	0
>\$54-\$54.5K	1	1	0
>\$55-\$55.5K	4	1	2
>\$56-\$56.5K	1	1	1
>\$56.5-\$57K	1	0	0
>\$57-\$57.5K	1	0	0
>\$58.5-\$59K	1	0	0
>\$59-\$59.5K	3	0	0
>\$60-\$60.5K	1	0	0
>\$61-\$61.5K	1	0	0
>\$63.5-\$64K	1	0	0
>\$64.5-\$65K	1	0	0
>\$65-\$65.5K	2	1	1
>\$65.5-\$66K	1	0	0
>\$66.5-\$67K	1	0	0
>\$70-\$70.5K	1	0	0
>\$71-\$71.5K	2	0	0
>\$72-\$72.5K	1	0	1
>\$72.5-\$73K	2	0	0
>\$73-\$73.5K	1	0	0

Contract Value	Unlawful Payment Practices (§ 20-929)	Retaliation (§ 20-930)	Written Contract Required (§ 20-928)
>\$75-\$75.5K	2	0	0
>\$76-\$76.5K	1	0	1
>\$78-\$78.5K	1	0	0
>\$80.5-\$81K	1	0	0
>\$81-\$81.5K	2	1	0
>\$82.5-\$83K	1	0	0
>\$84-\$84.5K	1	0	0
>\$85.5-\$86K	1	0	0
>\$87-\$87.5K	1	0	0
>\$88-\$88.5K	1	0	0
>\$90-\$90.5K	2	0	0
>\$91.5-\$92K	1	0	0
>\$93.5-\$94K	1	1	0
>\$96-\$96.5K	1	0	0
>\$100-\$100.5K	2	0	0
>\$104-\$104.5K	2	0	0
>\$105.5-\$106K	2	0	0
>\$106.5-\$107K	1	1	1
>\$109.5-\$110K	2	0	0
>\$110-\$110.5K	2	0	0
>\$120-\$120.5K	2	1	1
>\$120.5-\$121K	1	1	1
>\$121-\$121.5K	2	0	0
>\$123-\$123.5K	1	0	0
>\$125-\$125.5K	1	0	0
>\$127.5-\$128K	1	0	0
>\$128.5-\$129K	1	0	0
>\$129.5-\$130K	1	0	0
>\$131-\$131.5K	1	1	0
>\$135-\$135.5K	2	0	0
>\$137.5-\$138K	1	0	0
>\$140-\$140.5K	2	1	2
>\$141-\$141.5K	1	1	1
>\$144-\$144.5K	1	1	0
>\$145-\$145.5K	1	0	0
>\$150-\$150.5K	1	0	0
>\$152-\$152.5K	1	0	0
>\$155.5-\$156K	1	0	0

Contract Value	Unlawful Payment Practices (§ 20-929)	Retaliation (§ 20-930)	Written Contract Required (§ 20-928)
>\$160-\$160.5K	1	0	0
>\$163-\$163.5K	1	0	0
>\$164.5-\$165K	1	0	0
>\$175-\$175.5K	1	0	0
>\$180-\$180.5K	1	0	0
>\$194-\$194.5K	1	0	0
>\$200-\$200.5K	2	0	0
>\$208.5-\$209K	1	0	0
>\$215.5-\$216K	1	0	1
>\$232-\$232.5K	1	0	0
>\$255-\$255.5K	1	0	1
>\$300-\$300.5K	1	0	0
>\$314-\$314.5K	1	0	0
>\$329-\$329.5K	1	0	0
>\$361.5-\$362K	1	0	0
>\$425-\$425.5K	0	1	1
>\$500-\$500.5K	1	0	0
>\$583-\$583.5K	1	0	0
>\$1,200-\$1,200.5K	1	0	0
Unknown value	362	62	73
Total	2,184	212	264

*Notes:* Complaints filed through the Navigation Program may allege violations of more than one section of the Freelance Isn't Free Act. Table excludes a small number of complaint records that do not indicate which section of the Freelance Isn't Free Act was violated. Some high value-value contracts may reflect misreporting by a freelancer or typographical error.

Table 7. Complaints to the Navigation Program by Hiring Party Response, Contract Value, and Section of Law Alleged to Have Been Violated, FY 2019-2023

				Т				
	Hirin	Hiring Party Responded			Hiring Party Did Not Respond			
	Unlawful		Written	Unlawful		Written		
	Payment	Retaliation	Contract	Payment	Retaliation	Contract		
	Practices	(§ 20-930)	Required	Practices	(§ 20-930)	Required		
	(§ 20-929)		(§ 20-928)	(§ 20-929)		(§ 20-928)		
<\$500	155	8	11	46	3	3		
\$500-\$1K	210	12	15	90	12	8		
>\$1-\$1.5K	104	8	10	29	0	4		
>\$1.5-\$2K	95	8	13	35	1	3		
>\$2-\$2.5K	65	6	9	25	1	3		
>\$2.5-\$3K	51	0	6	21	0	1		
>\$3-\$3.5K	49	4	6	14	1	1		
>\$3.5-\$4K	34	3	5	17	1	1		
>\$4-\$4.5K	38	2	5	10	1	1		
>\$4.5-\$5K	26	4	6	8	0	0		
>\$5-\$5.5K	33	5	7	15	2	2		
>\$5.5-\$6K	17	0	1	7	1	1		
>\$6-\$6.5K	20	0	0	11	0	2		
>\$6.5-\$7K	12	2	1	4	0	0		
>\$7-\$7.5K	21	2	2	11	0	0		
>\$7.5-\$8K	14	1	1	8	1	2		
>\$8-\$8.5K	16	0	1	7	0	0		
>\$8.5-\$9K	9	0	0	5	1	2		
>\$9-\$9.5K	9	0	1	5	0	1		
>\$9.5-\$10K	9	0	2	3	0	0		
>\$10-\$10.5K	23	5	1	4	2	1		
>\$10.5-\$11K	8	0	0	3	0	0		
>\$11-\$11.5K	8	0	0	0	0	0		
>\$11.5-\$12K	3	2	0	4	0	0		
>\$12-\$12.5K	11	2	1	8	1	0		
>\$12.5-\$13K	7	0	0	5	0	1		
>\$13-\$13.5K	9	0	0	1	0	0		
>\$13.5-\$14K	9	0	0	3	0	1		
>\$14-\$14.5K	10	0	1	2	0	0		
>\$14.5-\$15K	6	0	1	1	0	0		
>\$15-\$15.5K	12	2	0	4	1	0		
>\$15.5-\$16K	5	0	1	0	0	0		
>\$16-\$16.5K	3	0	0	2	0	1		
>\$16.5-\$17K	3	0	0	0	0	0		
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	Hirin	Hiring Party Responded			Hiring Party Did Not Respond			
	Unlawful		Written	Unlawful		Written		
	Payment	Retaliation	Contract	Payment	Retaliation	Contract		
	Practices	(§ 20-930)	Required	Practices	(§ 20-930)	Required		
	(§ 20-929)		(§ 20-928)	(§ 20-929)		(§ 20-928)		
>\$17-\$17.5K	2	0	1	2	1	0		
>\$17.5-\$18K	5	0	0	0	0	0		
>\$18-\$18.5K	6	0	0	1	0	0		
>\$18.5-\$19K	8	0	2	0	0	0		
>\$19-\$19.5K	2	0	0	3	1	1		
>\$19.5-\$20K	3	0	0	2	0	1		
>\$20-\$20.5K	4	0	1	1	0	0		
>\$20.5-\$21K	4	1	2	0	0	0		
>\$21-\$21.5K	3	0	0	2	1	1		
>\$21.5-\$22K	0	0	0	2	1	0		
>\$22-\$22.5K	2	0	0	2	1	0		
>\$22.5-\$23K	2	0	0	0	0	0		
>\$23-\$23.5K	0	0	0	1	1	0		
>\$23.5-\$24K	0	0	0	1	0	1		
>\$24-\$24.5K	2	0	0	2	0	0		
>\$24.5-\$25K	3	0	1	1	0	0		
>\$25-\$25.5K	8	0	1	4	1	1		
>\$25.5-\$26K	1	1	1	2	0	0		
>\$26-\$26.5K	2	1	0	0	0	0		
>\$26.5-\$27K	3	1	0	0	0	0		
>\$27-\$27.5K	3	0	0	1	0	0		
>\$27.5-\$28K	1	1	0	1	0	1		
>\$28-\$28.5K	3	1	1	0	0	0		
>\$28.5-\$29K	1	0	0	0	0	0		
>\$29-\$29.5K	1	0	0	0	0	0		
>\$29.5-\$30K	1	0	0	0	0	0		
>\$30-\$30.5K	7	3	3	1	0	0		
>\$31-\$31.5K	1	0	0	0	0	0		
>\$32-\$32.5K	2	0	0	0	0	0		
>\$32.5-\$33K	2	0	0	0	0	0		
>\$33-\$33.5K	2	0	0	0	0	0		
>\$33.5-\$34K	2	0	0	1	0	0		
>\$34.5-\$35K	1	1	1	0	0	0		
>\$35-\$35.5K	3	0	0	1	0	0		
>\$36-\$36.5K	3	0	0	2	0	0		
>\$36.5-\$37K	1	0	0	1	0	0		

	Hiring Party Responded			Hiring Party Did Not Respond		
	Unlawful		Written	Unlawful		Written
	Payment	Retaliation	Contract	Payment	Retaliation	Contract
	Practices	(§ 20-930)	Required	Practices	(§ 20-930)	Required
	(§ 20-929)		(§ 20-928)	(§ 20-929)		(§ 20-928)
>\$37.5-\$38K	2	0	1	0	0	0
>\$38-\$38.5K	2	1	1	0	0	0
>\$38.5-\$39K	1	0	0	0	0	0
>\$39-\$39.5K	0	0	0	1	1	0
>\$40-\$40.5K	2	0	0	1	0	0
>\$40.5-\$41K	0	0	0	1	0	0
>\$41-\$41.5K	1	0	0	1	0	0
>\$42-\$42.5K	2	0	0	0	0	0
>\$42.5-\$43K	3	1	0	0	0	0
>\$43-\$43.5K	2	1	1	0	0	0
>\$45-\$45.5K	1	0	0	2	0	0
>\$45.5-\$46K	1	0	0	0	0	0
>\$46-\$46.5K	0	0	0	1	0	0
>\$47-\$47.5K	1	0	0	0	0	0
>\$47.5-\$48K	1	0	1	0	0	0
>\$48-\$48.5K	0	0	0	4	0	0
>\$49-\$49.5K	1	0	0	0	0	0
>\$49.5-\$50K	1	0	1	0	0	0
>\$50-\$50.5K	4	1	2	1	1	0
>\$51.5-\$52K	2	1	0	0	0	0
>\$52-\$52.5K	0	0	0	1	0	0
>\$53-\$53.5K	1	0	0	0	0	0
>\$53.5-\$54K	1	0	0	0	0	0
>\$54-\$54.5K	1	1	0	0	0	0
>\$55-\$55.5K	4	1	2	0	0	0
>\$56-\$56.5K	1	1	1	0	0	0
>\$56.5-\$57K	0	0	0	1	0	0
>\$57-\$57.5K	0	0	0	1	0	0
>\$58.5-\$59K	1	0	0	0	0	0
>\$59-\$59.5K	2	0	0	1	0	0
>\$60-\$60.5K	1	0	0	0	0	0
>\$61-\$61.5K	1	0	0	0	0	0
>\$63.5-\$64K	0	0	0	1	0	0
>\$64.5-\$65K	1	0	0	0	0	0
>\$65-\$65.5K	2	1	1	0	0	0
>\$65.5-\$66K	1	0	0	0	0	0

	Hiring Party Responded			Hiring Party Did Not Respond		
	Unlawful	•	Written	Unlawful	-	Written
	Payment	Retaliation	Contract	Payment	Retaliation	Contract
	Practices	(§ 20-930)	Required	Practices	(§ 20-930)	Required
	(§ 20-929)		(§ 20-928)	(§ 20-929)		(§ 20-928)
>\$66.5-\$67K	1	0	0	0	0	0
>\$70-\$70.5K	0	0	0	1	0	0
>\$71-\$71.5K	1	0	0	1	0	0
>\$72-\$72.5K	1	0	1	0	0	0
>\$72.5-\$73K	2	0	0	0	0	0
>\$73-\$73.5K	1	0	0	0	0	0
>\$75-\$75.5K	2	0	0	0	0	0
>\$76-\$76.5K	1	0	1	0	0	0
>\$78-\$78.5K	0	0	0	1	0	0
>\$80.5-\$81K	1	0	0	0	0	0
>\$81-\$81.5K	1	1	0	1	0	0
>\$82.5-\$83K	1	0	0	0	0	0
>\$84-\$84.5K	1	0	0	0	0	0
>\$85.5-\$86K	1	0	0	0	0	0
>\$87-\$87.5K	0	0	0	0	0	0
>\$88-\$88.5K	0	0	0	1	0	0
>\$90-\$90.5K	1	0	0	1	0	0
>\$91.5-\$92K	1	0	0	0	0	0
>\$93.5-\$94K	1	1	0	0	0	0
>\$96-\$96.5K	1	0	0	0	0	0
>\$100-\$100.5K	0	0	0	2	0	0
>\$104-\$104.5K	2	0	0	0	0	0
>\$105.5-\$106K	2	0	0	0	0	0
>\$106.5-\$107K	1	1	1	0	0	0
>\$109.5-\$110K	1	0	0	1	0	0
>\$110-\$110.5K	2	0	0	0	0	0
>\$120-\$120.5K	2	1	1	0	0	0
>\$120.5-\$121K	0	0	0	1	1	1
>\$121-\$121.5K	1	0	0	1	0	0
>\$123-\$123.5K	1	0	0	0	0	0
>\$125-\$125.5K	1	0	0	0	0	0
>\$127.5-\$128K	0	0	0	1	0	0
>\$128.5-\$129K	1	0	0	0	0	0
>\$129.5-\$130K	0	0	0	1	0	0
>\$131-\$131.5K	0	0	0	1	1	0
>\$135-\$135.5K	0	0	0	2	0	0

	Hiring Party Responded			Hiring Party Did Not Respond		
	Unlawful		Written	Unlawful	-	Written
	Payment	Retaliation	Contract	Payment	Retaliation	Contract
	Practices	(§ 20-930)	Required	Practices	(§ 20-930)	Required
	(§ 20-929)		(§ 20-928)	(§ 20-929)		(§ 20-928)
>\$137.5-\$138K	1	0	0	0	0	0
>\$140-\$140.5K	2	1	2	0	0	0
>\$141-\$141.5K	1	1	1	0	0	0
>\$144-\$144.5K	1	1	0	0	0	0
>\$145-\$145.5K	0	0	0	1	0	0
>\$150-\$150.5K	1	0	0	0	0	0
>\$152-\$152.5K	1	0	0	0	0	0
>\$155.5-\$156K	1	0	0	0	0	0
>\$160-\$160.5K	1	0	0	0	0	0
>\$163-\$163.5K	0	0	0	1	0	0
>\$164.5-\$165K	1	0	0	0	0	0
>\$175-\$175.5K	1	0	0	0	0	0
>\$180-\$180.5K	1	0	0	0	0	0
>\$194-\$194.5K	1	0	0	0	0	0
>\$200-\$200.5K	2	0	0	0	0	0
>\$208.5-\$209K	1	0	0	0	0	0
>\$215.5-\$216K	1	0	1	0	0	0
>\$232-\$232.5K	0	0	0	1	0	0
>\$255-\$255.5K	1	0	1	0	0	0
>\$300-\$300.5K	1	0	0	0	0	0
>\$314-\$314.5K	1	0	0	0	0	0
>\$329-\$329.5K	0	0	0	1	0	0
>\$361.5-\$362K	0	0	0	0	0	0
>\$425-\$425.5K	0	0	0	0	1	1
>\$500-\$500.5K	1	0	0	0	0	0
>\$583-\$583.5K	1	0	0	0	0	0
>\$1,200-\$1,200.5K	1	0	0	0	0	0
Unknown	271	51	57	78	10	14
Total	1,568	153	198	557	51	61

*Notes:* Complaints filed through the Navigation Program may allege violations of more than one section of the Freelance Isn't Free Act. Table excludes a small number of complaint records that do not indicate which section of the Freelance Isn't Free Act was violated or if the hiring party responded. Some high value-value contracts may reflect mis-reporting by a freelancer or typographical error.