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Statement

Good afternoon and thank you for your time. My name is Melanie Lee and I am a tattoo artist.

Like many people, the pandemic forced me to reconsider my passions and my values. I was unhappy in my career as a fashion designer and wanted to have the flexibility to work around my life.

So I gathered my portfolio, and with no connections or experience in the industry, I cold emailed multiple tattoo studios in New York City.

In Nov 2020, I was offered a position at studio "X". My duties were to open and close the shop and assist other artists during the day, in exchange for having a space to practice tattooing on fake skin, unpaid. Once I was ready to work with clients, the shop would take 50% commission of each tattoo, and eventually, with more experience, 40% commission.

2 months later, I was presented with a non-compete contract for the first time. I was told that if I did not sign, I would have to leave the shop.

The contract stated that I must remain at the shop for 2 years after signing. If I left prior to those 2 years, I would owe the shop \$15,000 in liquidated damages. Additionally, I was not allowed to work within a 20-miles of the shop for the next 2 years after my departure, whenever that may be.

At this point, I had started learning the basics of tattooing. I could feel my confidence growing in this new craft and was excited by the possibilities.

Afraid of losing this opportunity, I signed the contract.

Tattooing became one of the most fulfilling parts of my life. I quit my corporate job and successfully made the switch into being a full-time artist.

Unfortunately, I also realized that studio X was not a safe workplace. I want to emphasize again that the contract made it clear whether I worked there for 2 years or 20 years, moving on from this studio would result in a penalty.

After careful consideration, I quit in March 2022, a little over 1 year later.

An invoice for \$15000 quickly followed, along with threats of legal action if I did not cease tattooing immediately. It claims that despite taking advantage of my free labor, taking 50% of almost every paycheck, and despite me providing many of my own supplies, I owe studio X \$15000 in incurred "damages". I have yet to see an itemized list that explains these charges.

The contract is also aggressively territorial of clients I attracted with my own art. While a client can choose to work with me, they can also choose to work with any artist at studio X or any artist in all of New York. I have not and can not coerce anyone to work with me over someone else.

In enforcing this contract, my only options are to leave this industry that I love, or to leave New York City, a place I have called home for the past 11 years.

In enforcing this contract, my livelihood is being held hostage

I started tattooing again in an entirely different borough, away from where I debuted and away from my professional network, just hoping to bounce back. This journey is still ongoing.

Since I began my career 2 years as a tattoo artist, all I've wanted is to support myself with my art. The financial cost and mental toll I've paid to fight this contract has driven me to desperation and burn-out.

This non- compete contract does not serve as protection for their business, but rather to entrap their employees and as a method of workplace retaliation.

I'm here today on behalf of all workers for protection and prevention from predatory business practices and so others never have to go through what I'm going through.