

**From:** Nicole Kramer nkramer@creativecircle.com  
**Subject:** RE: Your Assignment with Cisco  
**Date:** August 22, 2019 at 11:41 AM  
**To:** ALAN S JOHNSON JR ajohnson@nodepost.com, Joe Sebok jsebok@creativecircle.com

NK

Hi Alan,

As a reminder, your employment is "at will", meaning that even if we provide an estimated duration for a given assignment, the reality is that the Client, Creative Circle, or you may end the assignment at any time with or without cause or notice.

Though the client has decided to end your assignment, we want to ensure that you are paid accurately for your time worked including any associated overtime. Can you please submit a timecard that reflects this?

Thank you,

**Nicole Kramer** Sr. HR Business Partner

**Creative Circle | Digital + Creative Staffing**

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**From:** ALAN S JOHNSON JR <ajohnson@nodepost.com>

**Sent:** Thursday, August 22, 2019 10:56 AM

**To:** Joe Sebok <jsebok@creativecircle.com>

**Cc:** Nicole Kramer <nkramer@creativecircle.com>

**Subject:** Re: Your Assignment with Cisco

**Importance:** High

Joe,

I have sent everything already here are the links again just incase the whole email chain missed it.

[http://nodepost.com/cis/Cisco\\_Sos.zip](http://nodepost.com/cis/Cisco_Sos.zip)

[http://nodepost.com/cis/Cisco\\_Impact\\_AE\\_Project.zip](http://nodepost.com/cis/Cisco_Impact_AE_Project.zip)

[http://nodepost.com/cis/Cisco\\_Impact\\_pr.zip](http://nodepost.com/cis/Cisco_Impact_pr.zip)

[http://nodepost.com/cis/Cisco\\_Impact.zip](http://nodepost.com/cis/Cisco_Impact.zip)

Also I need it to be known that most of all this work was developed and created on my own systems off site of Cisco. This is a total unethical injustice against me. I need Creative Circle to acknowledge that

1. I was not hired to Cisco for Motion Graphics Design work or VFX work, I was Hired for 3D

modeling and Texture Painting. I was also shorted 2 dollars an hour immediately. Please see attached Job

2. I completed and created all this animation and final deliverables for both projects over the weekend on my own systems at my home with my own licenses.

3. I am wrongfully being terminated now for not complying with Deepaks illegal request to move overtime hours over to later days in the coming weeks as regular time hours, and stating to Deepak on Monday Aug 19th at 10:47 am that it is Illegal to request this of me.

4. After this at 11:30 am on Aug 19th I received a call from you Joe to turn over all assets and project files to client.

I was only given a final script and scratch voice over on Friday Aug 16th at 5:30 pm as you can see in all of the files I have uploaded.

I have done nothing wrong here, I have complied with every demand and delivered excellent work, up until I told Deepak it is illegal to request me to work overtime but not charge overtime, every one on the team was very happy with the work I have done.

at Deepaks Request I did not log the time that was worked over the weekend to have a Monday delivery for him which is illegal.

Sat 08/17 9:00 am - 4:00 pm 8 hrs

Sun 08/18 7:30 am - 3pm 7.5 hrs + render time 3 pm -12am 9 hrs

Total 24.5 hrs

Why is Creative Circle not supporting me on this? I do not understand why I am being pushed out of a month plus contract, for 3D modeling and Texture painting that I never even got to this portion of the contract because of 2 other undisclosed projects I was requested to work on, which I disclosed to you immediately Joe?

This is a total unethical injustice against me, I am not being properly represented by either party and now I am suffering financial loss for being honest and hard working accommodating and proficient? This feels very discriminatory and completely negligent. There should of been new PO's opening for the new jobs I was hired on bottom line.

**ALAN S JOHNSON JR**  
**Video Editor | Motion Graphics Designer | 3D Generalist**  
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[reel] <https://www.youtube.com/user/nodepost>  
[cell] 628.777.6097

~ **Time is money; don't waste it** ~ unknown

~ **Say it with cash** ~ unknown

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On Aug 22, 2019, at 10:31 AM, Joe Sebok <[jsebok@creativecircle.com](mailto:jsebok@creativecircle.com)> wrote:

Hi Alan-

Thank you for the follow up. I have spoken with a member of our HR Team, Nicole Kramer. She is CC'ed on this email and will be assisting with this matter if needed going forward.

I'm including in this note a portion of the Freelance Employee Agreement you signed through Creative Circle (attached). The excerpt called out below specifically speaks to the sole and exclusive rights the client has for any work completed while on assignment:

- *Any ideas, slogans, copy, concepts, designs, documents, written materials or other creation of any type developed within the scope of your work for Creative Circle's Clients ("Creations"), in whatever form, whether or not incorporating confidential or proprietary information or trade secrets of any Client, constitute "work for hire" within the meaning of the U.S. copyright laws. Creations shall be the sole and exclusive property of the Client, and you hereby irrevocably assign any and all rights thereto to the Client, including, but not limited to, any copyright interest. You further agree, in consideration of the placement services offered by Creative Circle, without further compensation, to execute any and all instruments and take whatever action may be deemed necessary by Creative Circle or the Client to fully vest all rights in any Creations for the Client, including, but not limited to, cooperating with Client in the registration of copyright of the Creations.*
- *At the end of your engagement with our Client or upon termination of this Agreement, or as requested by our Client or by Creative Circle whichever is earliest, you agree to promptly release and return to our Client and/or Creative Circle any materials constituting, making use of or referring to Creative Circle's or our Client's Confidential Information or Creations, which have been in your possession or under your control.*

Additionally, Cisco has ended your assignment, and will not need any additional work to be completed by you. At this time the client is only requesting all work/files be submitted immediately, regardless of completion.

.....

In order to resolve this matter, please send me all documents, materials etc. (even if incomplete) that was within the scope of the assignment with Cisco no later than end of day Friday 8/23. Once received, I'll connect with our payroll team and ensure you're compensated for all submitted and approved timecards up to this point.

Please let myself or Nicole know if you have any questions.

Thank you,  
Joe

Best,

**Joe Sebok** Recruiter

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