

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X

THE CITY OF NEW YORK,

Index No. _____/2021

Plaintiff,

-against-

SUMMONS

L'OFFICIEL USA INC.,

Defendant.

-----X

TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to serve upon plaintiff's attorney an answer to the complaint in this action within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Plaintiff designates New York County as the place of trial in accordance with C.P.L.R. § 503(a).

Dated: New York, New York
November 29, 2021

GEORGIA M. PESTANA
Corporation Counsel of the
City of New York
Attorneys for Plaintiff The City of New York
100 Church Street
New York, New York 10007
(212) 356-0408

By: /s/ Cynthia Weaver
Cynthia C. Weaver
Senior Counsel

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

THE CITY OF NEW YORK,

Plaintiff,

-against-

L'OFFICIEL USA INC.,

Defendant.

X
:
:
:
:
:
:
:
:
:
:
X

Index No. _____/2021

VERIFIED COMPLAINT

Plaintiff the City of New York (the “City”) by and through its attorney Georgia M. Pestana, Corporation Counsel of the City of New York, alleges upon personal knowledge as to itself and upon information and belief as to all other matters:

NATURE OF THE ACTION

1. The City brings this action against Defendant L’Officiel USA Inc. for Defendant’s egregious pattern or practice of unlawfully failing to compensate—or in some cases to timely compensate—at least 24 freelance workers for work performed by them for Defendant under contract, contrary to the requirements of the Freelance Isn’t Free Act.

2. The New York City Freelance Isn’t Free Act (“FIFA”), codified at New York City Administrative Code Section §§ 20-927 *et seq.* (“Admin. Code”), requires a “hiring party”—any person who retains a freelance worker to provide any service—to pay the freelance worker for the services provided on or before the date the compensation is due under the contract, or if the contract does not specify, no later than 30 days after the completion of the freelance worker’s services under the contract. Admin. Code § 20-929(a). A “freelance worker” is defined as a natural person or organization composed of not more than one natural person,

whether or not incorporated, that is hired or retained as an independent contractor by a hiring party to provide services in exchange for compensation. Admin. Code § 20-927.

3. In violation of FIFA, Defendant has repeatedly and systematically failed to compensate, and in some cases, failed to timely compensate, at least 24 freelance workers who have performed contracted services, despite Defendant having received and benefitted from the services performed.

4. As a consequence, Defendant has unjustly benefitted, and continues to unjustly benefit, from the skilled work performed by countless freelance workers, causing great harm to the affected freelance workers, and to the City as a whole.

5. The City brings this civil action against Defendant for declaratory and injunctive relief, damages, civil penalties, and such other remedies as may be appropriate under FIFA.

JURISDICTION & VENUE

6. The Court has jurisdiction over Defendant pursuant to CPLR §§ 301 *et seq.*

7. Venue is proper in this jurisdiction pursuant to CPLR § 503(a).

8. Under Admin. Code § 20-934, the City is empowered to bring a civil action alleging a pattern or practice of violations of FIFA.

PARTIES

9. Plaintiff the City of New York is a municipal corporation organized under the laws of the State of New York.

10. Defendant L'Officiel USA Inc. ("L'Officiel") is a foreign business corporation organized under the laws of the state of Delaware and doing business within New

York State and New York City, with an address for service of process c/o Joel M. Walker, 345 Park Avenue, New York, NY 10022. It also has an address of 390 Park Avenue, 7th Floor, New York, NY 10022 as listed on its website and an address of 9 West 57th Street, 46th Floor, New York NY 10019 as declared in court filings in the action *Bartman v. L'Officiel USA Inc., et al.*, No. 2021-CV-01987(RA) (S.D.N.Y.). At all relevant times, L'Officiel, operating as the American subsidiary of the French family-owned media group Jalou Media Group, has published magazines (first in print, beginning in 2018, joined by digital editions in January 2019) under the names *L'Officiel USA* and *L'Officiel Hommes USA*, has operated a US-based website at www.lofficielusa.com, and has hosted L'Officiel USA Facebook, Instagram, and YouTube accounts, all of which contain fashion, beauty, music, film, literature, culture, politics, lifestyle, and wellness content.

The Freelance Isn't Free Act

11. FIFA was enacted to ensure that the City's many freelance workers are not taken advantage of by those who hire them to do work. To that end, it provides statutory protections that allow freelance workers to obtain and enforce written contracts; to ensure prompt and complete payment for services provided; and to be protected from retaliation for enforcing their rights under FIFA. *See* §§ 20-927 *et seq.* As relevant here, FIFA requires hiring parties to timely compensate freelance workers for the services they have performed; institutes an administrative complaint process to facilitate notification and resolution of complaints by freelance workers against hiring parties; and establishes a cause of action for freelance workers against hiring parties for failure to comply with FIFA.

12. FIFA provides that where a hiring party contracts with a freelance worker to perform services, "the contracted compensation shall be paid to the freelance worker either:

1. On or before the date such compensation is due under the terms of the contract; or
2. If the contract does not specify when the hiring party must pay the contracted compensation or the mechanism by which such date will be determined, no later than 30 days after the completion of the freelance worker's services under the contract."

Admin. Code § 20-929(a).

13. FIFA permits a freelance worker "aggrieved by a violation of [FIFA]" to file an administrative complaint with the Commissioner of the City's Office of Department of Consumer and Worker Protection, Admin. Code § 20-931(a), and requires that within 20 days of receipt of such a complaint, the Commissioner send, by certified mail, written notice of the complaint to the hiring party named therein, along with notice that the failure to respond to the complaint "creates a rebuttable presumption in any civil action commenced" pursuant to FIFA "that the hiring party committed the violations alleged in the complaint." Admin. Code § 20-931(d).

14. FIFA then provides the hiring party with 20 days from receipt of the complaint to respond with (a) a written statement and proof that the freelance worker has been paid in full; or (b) a written statement that the freelance worker has not been paid in full, and reasons explaining that fact. Admin. Code § 20-931(e)(1). After receipt of the hiring party's response, the Commissioner must provide the complaining freelance worker with a copy of the response, and inform them of other remedies, programs and resources available to them. Admin. Code § 20-931(e)(2).

15. The other significant remedy available to freelance workers under FIFA is a civil action for violations of FIFA. FIFA establishes a cause of action for violations of FIFA, which may be brought by a freelance worker in any court of competent jurisdiction, for damages

that may include statutory damages, double damages, injunctive relief, and an award of reasonable attorney's fees and costs. Admin. Code § 20-933.

16. Finally, FIFA also provides that the City of New York, through its Corporation Counsel, may commence a civil action against a hiring party for violations of FIFA, including the Act's requirement of timely and full payment of compensation owed to freelance workers, "[w]here reasonable cause exists to believe that a hiring party is engaged in a pattern or practice of violations of [FIFA]." Admin. Code § 20-934(a)(1).

17. A civil action brought by the City may seek injunctive relief, civil penalties, and any other appropriate relief. Admin. Code § 20-934(a)(2). The Act contemplates civil penalties of up to \$25,000 for a pattern or practice of violations of FIFA.

FACTS

I. Twenty-Four Freelance Workers Have Filed Complaints of FIFA Violations Against L'Officiel With the Department of Consumer and Worker Protection

18. Since FIFA took effect on May 15, 2017, the City's Office of Labor and Policy Standards, a division of the Department of Consumer and Worker Protection ("DCWP"), has received twenty-four (24) complaints against L'Officiel for failure to comply with the Act's payment requirements.¹ Some of the complaints also alleged other violations of FIFA, including refusal to provide a written contract and retaliation. All complainants were New York City residents at the time they agreed to and performed the work for L'Officiel.

¹ Of the twenty-four freelancers, twenty-three completed the administrative process. The City was made aware of the facts of L'Officiel's nonpayment to Thomas Freeman before the filing of this action and includes those facts here as part of this pattern or practice case against L'Officiel.

19. Consistent with the provisions of FIFA, upon receipt of each of the complaints, DCWP sent L'Officiel, by certified or electronic mail,² written notice of the complaint and the deadline to respond, along with notice that the failure to respond to the complaint would create a rebuttable presumption in any civil action that L'Officiel had committed the violation alleged in the complaint. As set out below, in each case, L'Officiel violated FIFA by either (1) failing to compensate the freelancer at all for work performed pursuant to contract; or (2) failing to timely compensate the freelancer for work performed pursuant to contract. In addition, in all but 2 cases, despite receipt from DCWP of a copy of the complaint filed by the freelancer, L'Officiel failed to respond to DCWP's notification about the complaint, creating a rebuttable presumption that it violated FIFA consistent with the allegations made by that freelancer. In those two cases, L'Officiel responded to the notification by making the outstanding payment owed.

II. L'Officiel Failed to Compensate 19 Freelancers for Work Performed

L'Officiel Failed to Compensate Freelancer Carolyn Hanson for Work Performed

20. Upon information and belief, writer Carolyn Hanson worked for L'Officiel as a freelancer, before briefly working as staff writer from December 2017 through February 20, 2018. Upon termination of her position as a staff writer, Hanson agreed with L'Officiel that in the spring of 2018 she would be compensated \$550 for three articles for publication in L'Officiel—two interviews and a brand profile. In order to complete the brand

² As a result of Governor Cuomo's declaration of a state of emergency during the pandemic, and resulting stay-at-home mandates issued in New York state, on 12 occasions beginning on or around April 15, 2020, DCWP adopted a practice of sending written notice of the complaint to L'Officiel by electronic mail, to one or more email addresses at which it had previously communicated with representatives of L'Officiel.

profile, Hanson was required to travel to Los Angeles, incurring costs for travel and accommodations that would not be reimbursed.

21. The articles and brand profile had all been completed by Hanson and submitted to L'Officiel by May 9, 2018. Specifically, Hanson submitted a brand profile of medical marijuana dispensary MedMen, which was published by L'Officiel under her byline on March 6, 2018; an interview with Atlanta-based singer Demo Taped, which was published by L'Officiel under her byline on March 19, 2018; and an interview with the CEO of lifestyle company Commodity, which was published by L'Officiel under her byline on May 16, 2018.

22. Under the terms of an agreement reached between Hanson and L'Officiel on July 19, 2018, L'Officiel was to pay Hanson for the three articles by September 21, 2018. L'Officiel failed to pay Hanson for the contracted work that she performed, as provided under the terms of their agreement. As a result, Hanson submitted a complaint against L'Officiel to DCWP pursuant to FIFA on December 3, 2018 alleging violation of FIFA's timely pay provisions.

23. On or about December 21, 2018, DCWP sent L'Officiel a Notice of Complaint by certified mail, advising the company of Hanson's complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L'Officiel failed to respond to the Notice of Complaint, on February 4, 2019, DCWP sent the company a Notice of Failure to Respond to Complaint, advising L'Officiel that due to its failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had committed the violation of FIFA alleged.

24. Upon information and belief, L'Officiel has never compensated Hanson for the work that she performed, however the articles and profile remain published on the L'Officiel website to this day.

L'Officiel Failed to Compensate Freelancer Traci Parks for Work Performed

25. Upon information and belief, on or around June 4, 2018, freelancer Traci Parks entered into an agreement with L'Officiel to provide copy editing services for the September/October 2018 print issue of L'Officiel magazine (Issue No. 04). Under the terms of the agreement, Parks initially agreed to copy edit Issue No. 04 of the magazine, anticipated to take 50 hours, for \$2000—which amounted to a rate of \$40/hour. Parks' work on Issue No. 04 was completed in June and July 2018. When it became apparent that the copy editing would take more than 50 hours, L'Officiel agreed to compensate Parks at a rate of \$40/hour for her work.

26. Following the completion of Parks' work on July 31, 2018, Issue No. 04 of L'Officiel hit the newsstands on or about September 10, 2018, with Traci Parks listed on the masthead as Copy Editor. On September 12, 2018 Parks submitted an invoice to L'Officiel for \$5,000, representing 125 hours of work. L'Officiel's billing department acknowledged receipt of the invoice the next day, on September 13, 2018. Parks' invoice was to have been paid by L'Officiel by December 31, 2018.

27. Despite L'Officiel's acknowledgment of receipt of Parks' invoice, and despite Parks' multiple attempts to communicate with L'Officiel about the invoice by email and phone, L'Officiel failed to pay the outstanding invoice or to respond to Parks' calls and emails. As a result, on or about January 9, 2019, Parks filed a complaint with DCWP pursuant to FIFA, alleging (a) failure to pay by the agreed upon date or within 30 days of completion of the work, (b) refusal to provide a written contract detailing the work agreement, and (c) refusal to include

required terms in a written contract. On February 13, 2019, L'Officiel's former Financial Controller Rachel Abecassis, on behalf of L'Officiel USA, wrote to Parks to apologize, and to offer a 5% interest fee in recognition of the lateness of payment. Parks acknowledged the email, and agreed to a 5% interest fee on top of the money owed. L'Officiel USA did not follow up with payment of the promised amount, now \$5250.

28. On or about March 1, 2019, DCWP sent L'Officiel a Notice of Complaint by certified mail, advising the company of Parks' complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L'Officiel failed to respond to the Notice of Complaint, on April 17, 2019, DCWP sent the company a Notice of Failure to Respond to Complaint, advising L'Officiel that due to its failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had committed the violation of FIFA alleged.

29. When she was unable to obtain payment by filing a Complaint with DCWP, Parks filed suit in the Civil Court of the City of New York, Kings County Small Claims Part seeking to recover the \$5,000 owed to her by L'Officiel, not including the promised interest. L'Officiel did not answer the complaint, nor did they appear in Small Claims Court on the designated day. As a result, on or about June 10, 2019, Parks obtained a judgment from the Court for \$5,020. After receiving the judgment, Parks sent a copy to L'Officiel by certified mail, but received no response. When she attempted to have the Sheriff execute on the judgment, she learned that the Small Claims arbitrator had incorrectly spelled L'Officiel's name on the judgment, which precluded the Sheriff from pursuing enforcement at that time.

30. On December 13, 2019, Andrea Gray, from the Legal Department of Les Editions Jalou, L'Officiel USA's parent company, wrote to Parks acknowledging a debt of \$5250 owed by L'Officiel, apologizing for delays in payment, and advising that they would not be able to make payment of the outstanding invoice that month. Instead, Gray offered a payment plan by which L'Officiel USA would pay \$1000 on January 31, 2020; \$1800 on February 28, 2020; and \$2450 on March 31, 2020. L'Officiel USA failed to make the promised payments on any of the stated dates.

31. To date, L'Officiel USA has never paid the judgment or compensated Parks the \$5250 they admitted that they owed for the critical work that she performed. Notwithstanding their failure to pay Parks, many articles Parks copy edited, which were published in Issue No. 4 of L'Officiel, remain available on the L'Officiel website to this day.

L'Officiel Failed to Compensate Freelancer Jason Muhlberger for Work Performed

32. Upon information and belief, on or about December 2, 2017, freelance photographer and producer Jason Muhlberger entered into an agreement with L'Officiel to provide production/coordination services for two photoshoots for the premiere print issue of L'Officiel. Under the terms of the agreement, Muhlberger was to provide production services and incur costs to secure necessary equipment for which L'Officiel agreed he would be reimbursed. L'Officiel agreed that Muhlberger would be paid \$1400 for his production services, and reimbursed \$415 for equipment costs, for a total of \$1815.00.

33. Muhlberger completed the contracted-for work on December 13, 2017 and submitted an invoice requesting payment. Under the terms of the invoice, payment was due on March 19, 2018.

34. Following the completion of Muhlberger's work, Issue No. 01 of L'Officiel hit the newsstands in or about February 2018, with Jason Muhlberger credited as production coordinator for photoshoots in connection with an article entitled "Making the Grade."

35. L'Officiel failed to compensate Muhlberger for his work as required by their agreement. As a result, on or about March 26, 2019, Muhlberger filed a complaint with DCWP pursuant to FIFA alleging, *inter alia*, violation of FIFA's timely pay provisions.

36. On or about April 23, 2019, DCWP sent L'Officiel a Notice of Complaint by certified mail, advising the company of Muhlberger's complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L'Officiel failed to respond to the Notice of Complaint, on May 23, 2019, DCWP sent the company a second Notice of Complaint. When no response was received from L'Officiel, on July 3, 2019, DCWP sent L'Officiel a Notice of Failure to Respond to Complaint, advising L'Officiel that due to its failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had committed the violation of FIFA alleged.

37. Upon information and belief, L'Officiel has never compensated Muhlberger for the work that he performed, however photos from the photoshoot which Muhlberger produced remain available on the L'Officiel website to this day.

L'Officiel Failed to Compensate Freelancer Reginald Louis-Jacques for Work Performed

38. Upon information and belief, on or about December 12, 2018, freelance editorial video producer Reginald Louis-Jacques entered into an agreement with L'Officiel to

provide video creation and editing services for an episode of the online video series “Beauty Call with Jane Larkworthy.” Under the terms of the agreement, Louis-Jacques was to shoot, edit and deliver the episode entitled “Beauty Call with Jane Larkworthy: Charlotte Cho” in return for a payment of \$750 by L’Officiel.

39. Louis-Jacques completed the contracted-for work on January 24, 2019, and submitted an invoice requesting payment of \$750 on that day. After an exchange of correspondence, Rachel Abecassis agreed to pay Louis-Jacques’ invoice by March 20, 2019.

40. Following the completion of Louis-Jacques’ work, the video episode “Beauty Call with Jane Larkworthy: Charlotte Cho” was published on L’Officiel’s website and on its YouTube page on February 20, 2019. On February 25, 2019, the video episode was also published on L’Officiel’s Singapore website.

41. L’Officiel failed to compensate Louis-Jacques for his work as required by their agreement. As a result, on or about April 8, 2019, Louis-Jacques filed a complaint with DCWP pursuant to FIFA alleging a violation of FIFA’s timely payment provisions.

42. On or about May 14, 2019, DCWP sent L’Officiel a Notice of Complaint by certified mail, advising the company of Louis-Jacques’ complaint, and providing notice that L’Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L’Officiel failed to respond to the Notice of Complaint, on June 24, 2019, DCWP sent the company a second Notice of Complaint. When no response was received from L’Officiel, on July 3, 2019, DCWP sent L’Officiel a Notice of Failure to Respond to Complaint, advising L’Officiel that due to its failure to respond to the Complaint, there would be a rebuttable

presumption in any civil action filed under FIFA that L'Officiel had committed the violation of FIFA alleged.

43. Upon information and belief, L'Officiel has never compensated Louis-Jacques for the work that he performed; however, the video episode that he shot and produced remains available on the L'Officiel website, the L'Officiel Singapore website, and L'Officiel's YouTube page to this day.

L'Officiel Failed to Compensate Freelancer Isabel Crabtree for Work Performed

44. Upon information and belief, on or around September 25, 2018, freelance graphic designer Isabel Crabtree entered into an agreement with L'Officiel to provide layout and design services and to assist the art director for L'Officiel print issue No. 5 (Winter 2018/2019). Under the initial terms of the agreement, Crabtree and L'Officiel agreed that Crabtree would provide services on the issue over the course of ten days in return for a payment of \$1000 by L'Officiel. When it became apparent that completion of the work would require more than ten days, L'Officiel agreed to pay Crabtree \$1500 for one month's work.

45. Crabtree undertook the agreed-upon layout and design services in October and November 2018, completing work on November 7, 2018. Following the completion of the work, Issue No. 05 of L'Officiel hit the newsstands in or about December 2018, with Isabel Crabtree listed on the masthead as Design Assistant. During the week of November 5, 2018, Crabtree submitted an invoice to L'Officiel for \$1,500, representing one month of work. Crabtree's invoice was to have been paid by L'Officiel by December 30, 2018.

46. Despite Crabtree's multiple attempts to communicate with L'Officiel about the invoice by email and phone, L'Officiel has failed to pay the outstanding invoice or to respond to Crabtree. As a result, on or about May 2, 2019, Crabtree filed a complaint with

DCWP pursuant to FIFA, alleging a breach by L'Officiel of the FIFA's timely payment provisions.

47. On or about May 24, 2019, DCWP sent Notices of Complaint to multiple officials from L'Officiel by certified mail, namely, to former Editor-in-Chief Joseph Akel, Jennifer Rosenblum, Rachel Abecassis in L'Officiel's New York office, and—by email—to L'Officiel Art's offices in Paris by email, advising the company of Crabtree's complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. In addition, on June 19, 2019, DCWP sent another copy of the Crabtree Notice of Complaint to L'Officiel via FedEx. When L'Officiel failed to respond to the Notice of Complaint, on July 30, 2019, DCWP sent Notices of Failure to Respond to Complaint to Joseph Akel, Jennifer Rosenblum, Rachel Abecassis at L'Officiel in New York, and to L'Officiel Art in Paris advising L'Officiel that due to the failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had committed the violation of FIFA alleged.

48. L'Officiel has never compensated Crabtree for the critical work that she performed on Issue No. 05, however articles published in the issue for which Crabtree was Design Assistant remain available on the L'Officiel website to this day.

L'Officiel Failed to Compensate Freelancer Christopher Barnard for Work Performed

49. Upon information and belief, in 2018, freelance writer Christopher Barnard contracted with L'Officiel to write three (3) print and three (3) digital articles about the Pitti Uomo menswear collection which debuted at the Florence fashion shows in June 2018 for

publication by L'Officiel. Under the terms of the agreement reached on or about June 6, 2018, L'Officiel agreed to pay Barnard \$1,500 for the six stories.

50. Pursuant to the agreement, Barnard completed the stories on or about July 23, 2018; on August 7, 2018, Barnard invoiced L'Officiel for \$1,500. The agreement required L'Officiel to pay Barnard's invoice within 90 days, by November 7, 2018.

51. In June 2018, L'Officiel published three online articles with Barnard credited as author: (1) "Pitti Q+A: Paul Surridge of Roberto Cavalli," dated June 14, 2018; (2) Pitti Q+A: Hiroshi Fujiwara of Moncler," dated June 14, 2018; and (3) "Designer Craig Green Walks Us Through His Latest Pitti Show," dated June 15, 2018.

52. The September/October 2018 print issue of L'Officiel (Issue No. 04) included the following three articles authored by Barnard: (1) "Making Moves," about the Soma collection; (2) "Pitti of Angels," about Pitti Uomo's guest designer Craig Green; and (3) a Q&A with Fumito Ganryu.

53. After submitting his invoice, Barnard communicated with representatives of L'Officiel to request the outstanding payment on December 10, 2018; January 8, 2019; February 25, 2019; March 13, 2019; May 10th, 15th, 17th, and 22nd, 2019; and June 6th and 17th, 2019. L'Officiel never paid Barnard despite promising to do so on three separate occasions. On March 13, 2019 L'Officiel promised to pay Barnard by the end of the month but failed to do so. On May 17, 2019, L'Officiel promised Barnard that he would receive the check "next week"; he did not. On June 6, 2019, L'Officiel told Barnard they would "re-send" the check. As of the date of this Complaint, Barnard still has not received the compensation L'Officiel owes him.

54. On July 5, 2019, when L'Officiel had failed to pay him for his work, Barnard filed a complaint with DCWP, alleging a violation of FIFA. On or about July 24, 2019,

DCWP sent L'Officiel a Notice of Complaint by certified mail, advising the company of Barnard's complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L'Officiel failed to respond to the Notice of Complaint, on August 22, 2019, DCWP sent the company a second Notice of Complaint. When L'Officiel failed to respond, on September 12, 2019, DCWP sent L'Officiel a Notice of Failure to Respond to Complaint, advising L'Officiel that due to its failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had committed the violation of FIFA alleged.

55. L'Officiel has never compensated Barnard for his work, even though the company published his work, and the articles he wrote remain available on the L'Officiel website to this day.

L'Officiel Failed to Compensate Freelancer Sunny Facer for Work Performed

56. Upon information and belief, on or about March 21, 2019, freelance videographer Sunny Facer, through her co-owned company, Sacred Pact, LLC, entered into an agreement with L'Officiel to shoot and edit a video interview with artist Chloe Wise for the June 2019 web issue of the magazine. Under the terms of the agreement, Facer agreed to provide and transport necessary video equipment, shoot and edit the video, and provide a finished video by June 10, 2019. L'Officiel agreed to pay Sacred Pact \$1241.73 (\$600 for shooting the video and for the necessary equipment; \$600 for post-production and editing services; and \$41.73 for transportation costs). On or about March 18, 2019, Sacred Pact invoiced L'Officiel for that amount, with payment due by August 12, 2019.

57. Facer's company, Sacred Pact, completed the contracted work, and provided a finished video to L'Officiel. L'Officiel published the video on its L'Officiel Paris YouTube page on July 1, 2019 under the title "L'Officiel x Andemars Piguet present: Chloe Wise," and published the video on its website as part of an interactive article entitled "For Chloe Wise, Isolation is Inspiration," on July 12, 2019, in each case without crediting Facer or Sacred Pact. On July 19, 2019, L'Officiel Hommes posted the video to its Instagram page, crediting Sacred Pact for photography directing and editing.

58. When L'Officiel failed to pay the outstanding amount owed to Facer and Sacred Pact, she attempted to communicate with them multiple times but received no response. As a result, on or about December 4, 2019, Facer filed a complaint with DCWP pursuant to FIFA, alleging a breach by L'Officiel of the FIFA's timely payment provisions.

59. On or about January 7, 2020, DCWP sent L'Officiel a Notice of Complaint by certified mail, advising the company of Facer's complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L'Officiel failed to respond to the Notice of Complaint, on February 18, 2020, DCWP sent the company a notice, advising that due to its failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had committed the violation of FIFA alleged.

60. L'Officiel has never compensated Sacred Pact for the amount owed for the work that was performed and the video produced, and yet they continue to make use of the video on L'Officiel Paris' YouTube page, and the L'Officiel website to this day.

L'Officiel Failed to Compensate Freelancer Nathan Perkel for Work Performed

61. Upon information and belief, in 2018, freelance photographer Nathan Perkel contracted with L'Officiel to undertake a photoshoot with Rachel Regini at the Bottega Vanetta store. Under the terms of the agreement entered into on or about September 15, 2018, Perkel would complete the photoshoot for publication on the L'Officiel.com website on or about February 1, 2019, and payment of \$1050 was due to Perkel by L'Officiel on March 1, 2019, 30 days from the February 1, 2019 "print" date.

62. Perkel completed the photoshoot on December 7, 2018, and invoiced L'Officiel. Perkel's photographs were published on February 1, 2019 on the website of the French parent company, L'Officiel.com to illustrate an article entitled "Rachele Regini, l'arme secrète de Maria Grazia Chiuri."

63. After not receiving payment from L'Officiel in response to his invoice, Perkel sent additional requests for payment to L'Officiel's managing editors and producers, but his communications were ignored. When he did not receive payment in response to these additional requests, Perkel submitted a complaint to DCWP alleging violation of FIFA's prompt payment provisions on January 28, 2020.

64. On or about March 28, 2020, DCWP sent L'Officiel a Notice of Complaint by e-mail, advising the company of Perkel's complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L'Officiel failed to respond to the Notice of Complaint, on May 1, 2020, DCWP notified the company that due to its failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had violated the Act.

65. L'Officiel has never compensated Perkel for his photographs, even though the company published them, and they remain available on the L'Officiel.com website to this day.

L'Officiel Failed to Compensate Freelancer Brandon Quigley for Work Performed

66. Upon information and belief, in or around October 2019, freelancer Brandon Quigley (under his business name, Dean Quigley) entered into an agreement with L'Officiel to provide art direction and production services. Under the terms of the agreement, Quigley and L'Officiel agreed that Quigley would art direct and produce the Fall 2019 and Winter 2019/2020 print issues of both L'Officiel USA and L'Officiel USA Hommes (Issues No. 10 and 11) with the work compensated at a rate of \$700/day, and/or \$90/hour for less than a full day's work, with overtime/rush hours being billed at double time (\$180/hr). As Art Director, Quigley handled all design and production responsibilities, including arranging layouts and selecting photos for the cover and inside of the issue.

67. In October and November 2019, Quigley completed 12 full days of work on Issue No. 10 (also known as the Italian Icons Issue), at a total cost to L'Officiel of \$8400 (October 28-31 and November 4-7 and 11-14). On Issue No. 11 (Winter 2019/2020), Quigley worked 1 full day (November 18), 51 overtime/rush hours over 7 days (November 18-20 and November 22-25) and 6 regular hours over 2 days (November 26-27), at a total cost to L'Officiel of \$10,420. Together, for work performed on both Issue No. 10 and Issue No. 11, Quigley invoiced L'Officiel for a total of \$18,820 in two invoices dated October 31, 2019 (\$2,800) and December 2, 2019 (\$16,020), respectively. The invoices were to be paid within 30 days.

68. L'Officiel published Issues No. 10 and No. 11 in Fall 2019 and Winter 2019/2020 using different covers for L'Officiel USA and L'Officiel USA Hommes. In each case, Dean Quigley was credited on the masthead as Art Director of the issues.

69. After submitting the invoices, Quigley communicated with representatives of L'Officiel multiple times seeking payment of the outstanding amount owed. On December 20, 2019, Andrea Gray, legal officer for L'Officiel's parent company, Editions Jalou, acknowledged that \$18,820 was owed to Quigley, apologized for delays in payment, and sought to convert payment of the amount owing into an installment plan which would have provided for full payment by May 30, 2020. Quigley requested that the payment plan be provided in a written and signed agreement, and indicated that he would perform no further work as Art Director for L'Officiel until payment was received in full. Notwithstanding the payment plan proposed by Gray, L'Officiel failed to make any of the installment payments.

70. Despite Quigley's continued outreach to L'Officiel about the outstanding invoices in January 2020, L'Officiel failed to pay the outstanding invoices or to respond to Quigley. As a result, on or about March 2, 2020, Quigley filed a complaint with DCWP pursuant to FIFA, alleging a breach by L'Officiel of the FIFA's timely payment provisions.

71. On or about April 15, 2020, DCWP sent L'Officiel a Notice of Complaint by e-mail, advising the company of Quigley's complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L'Officiel failed to respond to the Notice of Complaint, on May 19, 2020, DCWP sent the company a Notice of Failure to Respond to Complaint, advising L'Officiel that due to its failure

to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had committed the violation of FIFA alleged.

72. On May 15, 2020, after months of frequent outreach, Quigley was offered \$5,600 in partial payment. He only received \$3,500. After receiving the wire transfer, Quigley invoiced L'Officiel for the \$15,320 still owed to him.

73. After this partial payment in May 2020, L'Officiel failed to compensate Quigley the outstanding balance owed him for the critical work that he performed as Art Director for Issues No. 10 and 11.

L'Officiel Failed to Compensate Freelancer Brendan Sullivan for Work Performed

74. Upon information and belief, on or about June 27, 2019, freelance writer Brendan Sullivan contracted with L'Officiel to interview actor Charlie Plummer for publication on the US and French websites of L'Officiel. In consideration for his work, Sullivan was to be compensated \$515 for each version of the article that was published.

75. On or about August 21, 2019, Sullivan wrote and submitted to L'Officiel his English language interview with Charlie Plummer, for which he submitted an invoice on that same day, with payment due by September 21, 2019. The article by Sullivan was published by L'Officiel on the L'Officiel US website on November 26, 2019 under the title "Charlie Plummer is a Veteran New Kid," with Sullivan credited as author under his professional name, Brendan Jay Sullivan.

76. By letter dated December 18, 2019, despite the Company's agreement to pay Sullivan \$515 for each version of his article, L'Officiel legal representative Andrea Gray asked Sullivan if he would accept \$515 for both the English and French versions of the articles,

to be paid on January 31, 2020. Sullivan rejected that offer and had expected to be paid \$1,030 in total.

77. L'Officiel failed to pay Sullivan for use of the article in French, but on or about February 9, 2020 Sullivan's interview with Charlie Plummer was published on the French language website for L'Officiel, L'Officiel.com, under the title "Où est Charlie? (Plummer)," with Sullivan again credited as author under his professional name.

78. When L'Officiel failed to compensate Sullivan for his work, on or about May 13, 2020 he filed a complaint with DCWP pursuant to FIFA, alleging a breach by L'Officiel of the FIFA's payment provisions and of retaliation, as well as other requirements of FIFA.

79. On or about May 27, 2020, DCWP sent L'Officiel a Notice of Complaint by e-mail, advising the company of Sullivan's complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L'Officiel failed to respond to the Notice of Complaint, on June 30, 2020, DCWP notified the company that due to its failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel violated the Act.

80. L'Officiel has never compensated Sullivan for the work that he submitted, and they published, and yet Sullivan's articles remain available on the L'Officiel.com L'Officielusa.com and websites to this day.

L'Officiel Failed to Compensate Freelancer Alexander Frere-Jones for Work Performed

81. Upon information and belief, on or about January 26, 2019, freelance writer Alexander Frere-Jones (under his professional name, Sasha Frere-Jones) contracted with

L'Officiel to write a profile of Chaka Khan for publication in print and online versions of L'Officiel. In consideration for his work, L'Officiel was to pay Frere-Jones \$650.

82. On or about January 28, 2019, Frere-Jones submitted the contracted work to L'Officiel. The profile was published by L'Officiel in the Spring 2019 print issue (Issue No. 6), under the title "Chaka Khan," with Frere-Jones credited as author. A true and correct copy of the profile of Chaka Khan published in Issue No. 6 (and the accompanying illustration) is annexed hereto as **Exhibit C**. The profile was also published on the L'Officiel website on February 26, 2019 under the title "Chaka Khan is Our Forever Icon," with Frere-Jones again credited as author under his professional name. Although payment was promised by L'Officiel on or about March 15, 2019, Frere-Jones did not receive payment, despite several attempts to communicate with representatives of L'Officiel. As a result, on or about June 25, 2020, Frere-Jones filed a complaint with DCWP pursuant to FIFA, alleging a breach by L'Officiel of the FIFA's timely payment provisions.

83. Notwithstanding that Frere-Jones never received payment from L'Officiel, L'Officiel sent him a false form 1099 reflecting payment of \$650 though under an incorrect spelling of his name.

84. On or about July 2, 2020, DCWP sent L'Officiel a Notice of Complaint by e-mail, advising the company of Frere-Jones' complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L'Officiel failed to respond to the Notice of Complaint, on July 31, 2020, DCWP notified the company that due to its failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had violated the Act.

85. L'Officiel has never compensated Frere-Jones for the work in question that he submitted, and they published, and yet the article remains available on L'Officiel's website to this day.

L'Officiel Failed to Compensate Freelancer Alexandra Ilyashov for Work Performed

86. Upon information and belief, in late 2017, freelance writer and editor Alexandra Ilyashov contracted with L'Officiel to write stories for publication in print issues of L'Officiel and on L'Officiel's website. In consideration for her work, Ilyashov was to be compensated at a rate of \$1 per word for the print stories, and \$150/each for the online stories. Ilyashov wrote two stories for print and six stories for the website between November 2017 and April 2018.

87. In the fall of 2017, Ilyashov wrote and submitted to L'Officiel an article entitled "Le Botaniste: SoHo's Best New Vegan Restaurant," which was published online on November 28, 2017, with Ilyashov credited as the author.

88. On or around April 5, 2018, L'Officiel's Senior Features Editor William Defebaugh commissioned Ilyashov to write a guide on diets for the Wellness Issue at the rate of \$450. L'Officiel never communicated with Ilyashov whether and where the guide on diets was published.

89. On or around May 16, 2018, L'Officiel's former Editor-in-Chief assigned a 370- to 380-word story at \$1/word to Ilyashov and confirmed on June 7, 2018, that since she went over the word count, she should invoice L'Officiel \$617 based on the final word count. The article, entitled "Herb Appeal," was submitted in May 2018 and subsequently published in the June/July 2018 print issue of L'Officiel (Issue No. 03) with Ilyashov credited as author, and more generally, as a contributor on the masthead. The article was also published online on

August 13, 2018 under the title “Inside the Largest and Oldest Chinese Herbal Dispensary on the East Coast,” with Ilyashov credited as author.

90. Upon information and belief, in addition to the articles above, by around June 2018, Ilyashov had submitted to L’Officiel the following five articles for publication: (1) an article entitled “The Best CBD Oil-Infused Products on the Market,” which was published online on July 25, 2018 with Ilyashov credited as author; (2) an article entitled “The Best Vegan Restaurants in NYC,” which was published online on August 16, 2018 with Ilyashov credited as author; (3) an article entitled “What is Ayurveda,” which was published online on August 20, 2018 with Ilyashov credited as author; (4) an article entitled “Tired of Your Blasé Fitness Routine? Try These 4 Exciting Alternatives,” which was published online on August 28, 2018 with Ilyashov credited as author; and (5) an article entitled “Meet the Creators of Misfit Juicery, the Company Tackling Food Waste,” which was published online on August 31, 2018 with Ilyashov credited as author.

91. On or about June 7, 2018, Ilyashov submitted an invoice to L’Officiel billing \$750 for five online articles at \$150 each (INV-001). On or about June 15, 2018, Ilyashov submitted three invoices—\$150 for the article on Le Botantise (INV-002), \$617 for the article “Herb Appeal” (INV-003), and \$450 for the guide on diets (INV-004).

92. Ilyashov completed the contracted articles and was entitled to receive \$1,967 in payment from L’Officiel within 30 days. Although Ilyashov contacted L’Officiel multiple times between July 2018 and January 2020 to obtain payment, no payment was received despite being promised payment multiple times. As a result, on or about June 26, 2020, Ilyashov filed a complaint with DCWP pursuant to FIFA, alleging a breach by L’Officiel of the FIFA’s timely payment provisions.

93. On or about July 2, 2020, DCWP sent L'Officiel a Notice of Complaint by e-mail, advising the company of Ilyashov's complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L'Officiel failed to respond to the Notice of Complaint, on July 31 2020, DCWP sent the company a Notice of Failure to Respond to Complaint, advising L'Officiel that due to its failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had committed the violation of FIFA alleged.

94. L'Officiel has never compensated Ilyashov for the work that she submitted, and they published, and yet the online articles remain available on the L'Officiel website to this day.

L'Officiel Failed to Compensate Freelancer Ian Sherman for Work Performed

95. Upon information and belief, in or around October 2017, freelancer Ian David Monroe Sherman (under his professional name, Ian David Monroe) had been employed by L'Officiel as an independent contractor under the title Executive Digital Editor, providing entertainment editing and casting services in connection with the production of the print magazine. When his contract expired at the end of December 2017, it was agreed that going forward Sherman would be paid a monthly rate of \$6,500, plus Metrocard expenses for serving as a "fulltime freelancer" under the title Entertainment Director performing entertainment editing and casting work on a monthly basis, with payment due at the end of each month. He worked in that capacity beginning in January 2018 up to and including June 2018. In addition, in or around June 2018, he was separately retained by L'Officiel to provide entertainment editing and casting services in connection with print Issue No. 05, in return for payment of \$3,800.

96. In June 2018 Sherman completed the contracted work for the month of June on June 30, 2018. On or about July 28, 2018, Sherman invoiced L'Officiel \$6,621 for his work as a "fulltime freelancer" in July 2018 (\$6,500 for the monthly fee, and \$121 for the cost of a Metrocard). Payment of the invoice should have been made soon after, and certainly within 30 days. This work contributed to the publication of print Issue No. 04 of L'Officiel (September/October 2018), and Sherman was credited on the masthead of Issue No. 04 as "Entertainment Director" under his professional name Ian David Monroe.

97. On or about July 28, 2018, Sherman invoiced L'Officiel \$3,800 for his work in connection with print Issue No. 05 of L'Officiel (Winter 2018/2019). Payment of the invoice should have been made within 30 days. Sherman's work contributed to the publication of print Issue No. 05 of L'Officiel, and Sherman was credited on the masthead of Issue No. 05 as "Entertainment Director," also under his professional name.

98. After submitting the invoices, Sherman communicated with representatives of L'Officiel multiple times seeking payment of the outstanding amount owed.

99. Despite Sherman's continued outreach to L'Officiel about the outstanding invoices, L'Officiel failed to pay the outstanding invoices. As a result, on or about June 25, 2020, Sherman filed a complaint with DCWP pursuant to FIFA, alleging a breach by L'Officiel of the FIFA's timely payment provisions.

100. On or about July 2, 2020, DCWP sent L'Officiel a Notice of Complaint by e-mail, advising the company of Sherman's complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L'Officiel failed to respond to the Notice of Complaint, on July 31, 2020, DCWP sent the

company a Notice of Failure to Respond to Complaint, advising L'Officiel that due to its failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had committed the violation of FIFA alleged.

101. L'Officiel has never compensated Sherman for the critical work that he performed in connection with Issues No. 04 and 05 of L'Officiel.

L'Officiel Failed to Compensate Freelancer Dean Kissick for Work Performed

102. Upon information and belief, on or about April 8, 2019, freelance writer Dean Kissick contracted with L'Officiel to write a feature profile and eulogy remembering Karl Lagerfeld for print Issue No. 07 (Summer 2019) of the magazine. In consideration for his work, Kissick was to be compensated \$1,000.

103. Kissick wrote and submitted a eulogy remembering Karl Lagerfeld to L'Officiel on or about April 16, 2019 for publication in the magazine. The profile, entitled "K – Karl Lagerfeld" was published in Issue No. 7 as part of the "We Love France – A to Z" feature story, with Kissick credited as author.

104. On or about May 22, 2019, Kissick submitted an invoice to L'Officiel for \$1,000. Payment on the invoice was due on or about June 22, 2019. Although Kissick contacted L'Officiel to obtain payment, no payment was received despite being promised. On November 13-14, 2019, Kissick corresponded with Erica Bartman, the General Manager of L'Officiel concerning his payment, and was told that L'Officiel "will pay you as soon as possible," but was "delayed beyond [their] control." Bartman stated that L'Officiel was "working hard to catch up" and that Kissick would "be paid in full."

105. As a result of L'Officiel's continuing failure to pay the outstanding amount owed, on or about June 29, 2020, Kissick filed a complaint with DCWP pursuant to FIFA, alleging a breach by L'Officiel of the FIFA's timely payment provisions.

106. On or about July 2, 2020, DCWP sent L'Officiel a Notice of Complaint by e-mail, advising the company of Kissick's complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L'Officiel failed to respond to the Notice of Complaint, on July 31, 2020, DCWP sent the company a Notice of Failure to Respond to Complaint, advising L'Officiel that due to its failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had committed the violation of FIFA alleged.

107. To this day, L'Officiel has never compensated Kissick for the work that he submitted and they published.

L'Officiel Failed to Compensate Freelancer Natasha Stagg for Work Performed

108. Upon information and belief, on or about January 6, 2019, freelance writer Natasha Stagg contracted with L'Officiel to interview and write a profile of author Elizabeth Wurtzel on the 25th anniversary of the publication of her memoir "Prozac Nation" for publication in the print edition of L'Officiel. In consideration for her work, Stagg was to be compensated \$1,000.

109. Stagg interviewed Elizabeth Wurtzel and wrote and submitted the interview to L'Officiel on or about January 31, 2019 for publication in the magazine. The interview, entitled "Body Politic," was published in Issue No. 06 (Spring 2019) of L'Officiel,

with Stagg credited as author. Stagg was also listed on the masthead of Episode No. 06 of L'Officiel as "Staff Writer."

110. On or about January 31, 2019, Stagg submitted an invoice to L'Officiel for \$1,000. Payment on the invoice was due within 30 days, by on or about March 2, 2019. As a result of L'Officiel's failure to pay the outstanding amount owed, on or about June 24, 2020, Stagg filed a complaint with DCWP pursuant to FIFA, alleging a breach by L'Officiel of the FIFA's timely payment provisions.

111. On or about July 2, 2020, DCWP sent L'Officiel a Notice of Complaint by e-mail, advising the company of Stagg's complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L'Officiel failed to respond to the Notice of Complaint, on July 31, 2020, DCWP sent the company a Notice of Failure to Respond to Complaint, advising L'Officiel that due to its failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had committed the violation of FIFA alleged.

112. To this day, L'Officiel has never compensated Stagg for the article that she submitted, and they published.

L'Officiel Failed to Compensate Freelancer Spyridon Chalaris for Work Performed

113. Upon information and belief, between December 2018 and March 2019, freelance illustrator Spyridon Chalaris (a/k/a Spyridon Halaris), under his professional name, Spiros Halaris was commissioned by L'Officiel to create illustrations to accompany stories published in L'Officiel's print and/or digital online magazine. In consideration for his work, Chalaris was to be compensated \$4,900.

114. In late January 2019, Chalaris submitted to L'Officiel four illustrations to accompany the following four articles, the first three were published in Issue No. 06 (Spring 2019) and the fourth one was published in Issue No. 07 (Summer 2019): (1) a profile entitled "Chaka Khan," which was also published online on the L'Officiel website on February 26, 2019 under the title "Chaka Khan is Our Forever Icon," with Chalaris credited as illustrator under his professional name, Spiros Halaris. A true and correct copy of Chalaris' illustration of Chaka Khan is annexed as part of **Exhibit C**; (2) an interview entitled "In Conversation: Judy Chicago and Sara Thornton," which was also published online on the L'Officiel website on March 6, 2019 under the title "Getting Real With Judy Chicago," with Chalaris credited as illustrator under his professional name. A true and correct copy of Chalaris' Judy Chicago illustration is annexed hereto as **Exhibit D**; (3) a profile entitled "Adam Selman," which was also published online on the L'Officiel website on March 11, 2019 under the title "How Adam Selman is Making Fashion Fun Again," with Chalaris credited as illustrator under this professional name; and (4) an interview entitled "Carlyne Cerf de Dudzeele," which was also published online on the L'Officiel website on July 9, 2019 under the title "Dive Inside the Mind of Carlyne Cerf de Dudzeele," with Chalaris credited as illustrator under his professional name. Around the same time, L'Officiel also commissioned Chalaris for an illustration of a Prozac pill to accompany an article entitled "Body Politic," with Chalaris credited as illustrator under his professional name, published in Issue No. 06.

115. In or about April 2019, Chalaris submitted to L'Officiel three illustrations to accompany the following three articles published in Issue No. 07: (1) an article entitled "Casey Spooner in His Own Words," which credited Chalaris as illustrator under his professional name, and which was also published online on the L'Officiel website on July 12,

2019 under the title “The Casey Spooner Guide to Paris”; (2) an article entitled “Inès de la Fressange and Gherardo Felloni,” which was also published online (a) on the L’Officiel website on July 25, 2019 under the title “Inès de la Fressange and Gherardo Felloni on the Legacy of Roger Vivier,” and (b) on the French lofficiel.com website on July 26, 2019 under the title “L’héritage de Roger Vivier selon Inès de la Fressange et Gherardo Felloni,” with Chalaris credited as illustrator under his professional name; and (3) an interview entitled “Jean Paul Gaultier in Conversation with Rossy De Palma,” which credited Chalaris as illustrator under his professional name, and which was also published online on the L’Officiel website on July 26, 2019 under the title “Jean Paul Gaultier Reminisces with Rossy De Palma.”

116. Chalaris submitted three invoices to L’Officiel for the work performed, on January 26, 2019, January 27, 2019 and April 18, 2019, billing \$2,600, \$150, and \$2,150, respectively, for a total of \$4,900. Although payment for all invoices were past due, L’Officiel did not pay Chalaris despite several attempts to communicate with representatives of L’Officiel. Notwithstanding that Chalaris never received payment from L’Officiel, in or around February 2020, L’Officiel sent him a false form 1099 reflecting payment of \$4,900 to him under his professional name. Finally, on or about June 24, 2020, Chalaris filed a complaint with DCWP pursuant to FIFA, alleging a breach by L’Officiel of the FIFA’s timely payment provisions.

117. On or about July 2, 2020, DCWP sent L’Officiel a Notice of Complaint by e-mail, advising the company of Chalaris’ complaint, and providing notice that L’Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L’Officiel failed to respond to the Notice of Complaint, on July 31, 2020, DCWP sent the company a Notice of Failure to Respond to Complaint, advising L’Officiel that due to its failure

to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had committed the violation of FIFA alleged.

118. L'Officiel has never compensated Chalaris for the work that he submitted, and they published, and yet the illustrations remain available on L'Officiel and lofficiel.com's websites to this day.

L'Officiel Failed to Compensate Freelancer Danielle Levitt for Work Performed

119. Upon information and belief, in 2018, freelance photographer Danielle Levitt contracted with L'Officiel to photograph three shoots for the magazine, two of which were cover shoots intended for covers of the print edition of the magazine. Pursuant to the agreement entered into on or about October 22, 2018, L'Officiel was to shoot Viola Davis for the Issue No. 5 (Winter 2018/2019) cover, and Vic Mensa for a feature in the same issue, and Khalid for the Issue No. 6 (Spring 2019) cover.

120. Upon information and belief, in late October 2018, Levitt completed a photoshoot of Viola Davis and submitted photographs taken to L'Officiel, one of which was subsequently featured on the cover of Issue No. 5 (Winter 2018/2019) and 5 others which were published to illustrate a profile entitled "Viola Davis," which was also published online (with all 6 photos) on November 30, 2018 under the title "Viola Davis is Most Definitely Killing It." True and correct copies of Levitt's cover photograph of Viola Davis, as well as her photographs accompanying the Davis interview, are annexed hereto as **Exhibit A**. In late October 2018, Levitt completed a photoshoot of Vic Mensa and submitted photographs, five of which were published in Issue No. 5 of L'Officiel to illustrate a profile of the rapper entitled "Victory Lap," as well as online, on November 26, 2018, to illustrate a story entitled "Vic Mensa, Champion of the People." True and correct copies of Levitt's photographs of Mensa are annexed hereto as

Exhibit B. Levitt was credited as photographer for the cover and both stories, as well as, on the masthead of Issue No. 5, as a contributor to the magazine. Shortly after completing the photoshoots, Levitt submitted (a) Invoice No. 1825, invoicing L'Officiel \$7,000 for the Viola Davis photoshoot; and (b) Invoice No. 1826, invoicing L'Officiel \$1,500 for the Vic Mensa photoshoot. Payment was due on the invoices by on or about November 25, 2018, but L'Officiel failed to pay.

121. Upon information and belief, in late November 2018, Levitt completed a photoshoot of singer Khalid and submitted the photographs to L'Officiel. One of Levitt's photos was featured on the cover of L'Officiel USA Hommes Issue No. 6 (Spring 2019) print edition. Six of Levitt's photographs were published in both L'Officiel and Hommes to illustrate an interview entitled "Growing Pains," which was also published online on January 31, 2019 under the title "Khalid Wants You to Be Yourself." Levitt was credited as photographer for the cover and stories, as well as, on the masthead of Issue No. 6 as a contributor to the magazine. True and correct copies of Levitt's cover and other photographs of Khalid are annexed hereto as **Exhibit E**.

122. On or about February 1, 2019, under the title "Khalid Sings Acapella for L'Officiel USA," L'Officiel USA's YouTube page posted "a behind-the-scenes ("BTS")" video of Levitt's Khalid photoshoot, which was credited as directed by Danielle Levitt. Finally, on or about February 7, 2019, L'Officiel also published a photograph of Khalid credited to Levitt to illustrate an online article entitled "Khalid Releases New Song 'Talk.'" L'Officiel never paid Levitt for this work.

123. On or about November 27, 2018, Levitt invoiced L'Officiel \$10,334 for her Khalid photoshoot, which included fees for, *inter alia*, the editorial photoshoot, the BTS

video, and a location fee. Upon information and belief, payment was due on the invoice on or about December 27, 2018, but L'Officiel did not pay her by that date. Upon information and belief, L'Officiel has never paid Levitt for her work despite profiting from its publication in print and online editions of the magazine.

124. After L'Officiel refused to pay her invoices totaling \$18,834 for services rendered, Levitt and her staff sent multiple additional requests for payment to L'Officiel in July, August, September, and October 2019, including through email communications with L'Officiel's Managing Editor and Chief Revenue Officer. When L'Officiel ignored her requests for payment, on or about June 29, 2020, Levitt filed a complaint with DCWP alleging violation of FIFA's timely payment requirements.

125. On or about July 6, 2020, DCWP sent L'Officiel a Notice of Complaint by e-mail, advising the company of Levitt's complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L'Officiel failed to respond to the Notice of Complaint, on July 31, 2020, DCWP sent a notice advising L'Officiel that due to its failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had violated the Act.

126. Upon information and belief, L'Officiel has never compensated Levitt for the work that she performed. However, L'Officiel continues to profit from Levitt's work by publishing her photographs on the L'Officiel website to this day.

L'Officiel Failed to Compensate Freelancer Isaac Feria for Work Performed

127. Upon information and belief, in 2019, freelance photographer Isaac Anthony Feria contracted with L'Officiel to photograph an editorial spread featuring four high

end fashion brands. Under the terms of the agreement, dated on or about January 9, 2019, L'Officiel agreed to pay Feria \$3,500 for the photographs.

128. Feria completed the photoshoot on or about January 19, 2019 and submitted the photos to L'Officiel. Feria's photographs were published in Issue No. 6 (Spring 2019) to illustrate an 8-page editorial spread entitled "New Directions." Feria was credited as photographer under his professional name, Isaac Anthony. L'Officiel also published four of Feria's photographs online on or about March 5, 2019 to illustrate an article entitled "An Ode to Fashion's New Creative Directors," with Feria again credited as photographer under his professional name.

129. On or about January 25, 2019, Feria invoiced L'Officiel \$3,500 for his photography services. Under their agreement, L'Officiel was required to pay the invoice within 30 days, by on or about February 19, 2019. But L'Officiel failed to compensate Feria for his work. Feria next sent multiple requests for payment (in March, April, May, July, September 2019, and February and March 2020), including to L'Officiel's former Photography Director and Financial Controller, but L'Officiel ignored his repeated requests for payment.

130. Despite the fact that L'Officiel never paid Feria the \$3,500 owed for his services, in February 2020, L'Officiel sent him a false form 1099 reflecting payment of \$3,500. When Feria wrote to L'Officiel disputing the 1099 form and again request payment, the company failed to respond to the dispute or make the outstanding payment. As a result, on or about June 29, 2020, Feria submitted a complaint to DCWP alleging violation of FIFA's prompt payment provisions.

131. On or about July 2, 2020, DCWP sent L'Officiel a Notice of Complaint by e-mail, advising the company of Feria's complaint, and providing notice that L'Officiel must

provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L'Officiel failed to respond to the Notice of Complaint, on July 31, 2020, DCWP notified the company that due to its failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had violated the Act.

132. L'Officiel has never compensated Feria for his photos. However, L'Officiel continues to profit from Feria's work by publishing his photographs on the L'Officiel website to this day.

L'Officiel Failed to Compensate Freelancer Thomas Freeman for Work Performed

133. Upon information and belief, in 2018, freelance writer Thomas Freeman contracted with L'Officiel to write sixteen (16) articles for publication in L'Officiel USA and L'Officiel Hommes, online and in print, over the course of approximately a year and a half. Pursuant to multiple agreements between L'Officiel and Freeman, L'Officiel was required to pay Freeman a total of \$1,400 for completion of the articles.

134. In or around January 29, 2018, Freeman submitted to L'Officiel an article that was subsequently published online with Freeman credited as author, "Queer Eye Is Back to Make Over America." On or about January 30, 2018, Freeman submitted an invoice to L'Officiel requesting payment of \$125 for the article written.

135. On or around March 17, 2018, L'Officiel assigned Freeman four articles for compensation totaling \$500. Freeman completed the articles then submitted an invoice for \$500 on March 20, 2018. Shortly after, on or around April 10, 2018, L'Officiel assigned Freeman an article to review certain products for \$450. Freeman completed that piece and submitted an invoice for \$450 on June 1, 2018.

136. On or around June 20, 2018, L'Officiel asked Freeman to write an article to profile movies that were adapted from books. An email from L'Officiel dated July 6, 2018 confirmed that Freeman would be paid \$325 for this work. Accordingly, Freeman submitted an invoice for \$325 on the same day. It was while working on this article, on or around June 28, 2018, that Freeman received a partial payment of \$500.

137. In the Summer of 2019, Freeman spoke with Akel on the phone to discuss payment. Akel told Freeman that he was "talking to Paris this afternoon" in an effort to pay Freeman the outstanding balance owed him. Freeman continued to follow up through January 2020.

138. On or around January 6, 2020, L'Officiel's former Chief Revenue Officer Erica Bartman informed Freeman that L'Officiel had been "very behind" on payments and advised Freeman on February 6, 2020 that L'Officiel did "not have funds in the USA office."

139. Despite L'Officiel acknowledging that it owed Freeman the money, and despite making a partial payment of \$500 on one occasion, L'Officiel never paid Freeman the remaining compensation he was owed for his work.

140. L'Officiel has never compensated Freeman for the outstanding amount owed for the work that he performed for the company. Yet the articles Freeman wrote remain available on the L'Officiel website and in print to this day.

III. L'Officiel Failed to Timely Compensate 5 Freelancers for Work Performed

L'Officiel Failed to Timely Compensate Freelancer Jeremy Liebman for Work Performed

141. Upon information and belief, in 2018, freelance photographer Jeremy Liebman contracted with L'Officiel to take photographs of Electric Lady Studio for publication

in the September/October 2018 print edition of L'Officiel (Issue No. 04), as well as on the L'Officiel website.

142. Under the terms of the agreement reached on June 20, 2018, L'Officiel was to pay Liebman \$850 for the photographs he took. Liebman completed the work and submitted the photographs to L'Officiel on July 19, 2018. Liebman submitted an invoice to L'Officiel for the work on July 21, 2018, with payment due by August 20, 2018, but that invoice was not timely paid.

143. Liebman's photographs were published in the September/October print issue of L'Officiel Magazine (Issue No. 7) under Liebman's byline to illustrate an article entitled "Electric Lady Studios is Where Music History is Made." A true and correct copy of one of the Electric Lady Studios photographs is annexed hereto as **Exhibit F**.

144. After not receiving payment from L'Officiel in response to his invoice, Liebman sent additional requests for payment to L'Officiel on October 24th, 30th, 31st, November 9th, 16th, 20th, and 29th, including through email communications with L'Officiel's Editor-in-Chief. When he did not receive payment in response to these additional requests, Liebman submitted a complaint to DCWP pursuant to FIFA on December 5, 2018 alleging violation of FIFA's timely pay provisions.

145. On or about December 21, 2018, DCWP sent L'Officiel a Notice of Complaint by certified mail, advising the company of Liebman's complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. L'Officiel failed to respond to the Notice of Complaint, and DCWP sent L'Officiel a Notice of Failure to Respond to Complaint on February 14, 2019, advising L'Officiel that due to its failure

to respond to the complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L'Officiel had committed the violation of FIFA alleged.

146. After several additional attempts by Liebman to obtain payment from L'Officiel, finally, in or around March 2019, some 8 months after completion of the contracted work, L'Officiel paid the \$850 which it owed to Liebman.

L'Officiel Failed to Timely Compensate Freelancer Denise Harris for Work Performed

147. Upon information and belief, on or about January 16, 2019, freelance graphic designer Denise Harris entered into an agreement with L'Officiel to provide graphic design services for L'Officiel print Issue No. 6 (Spring 2019) from 10 am to 6pm, January 21, 2019 to January 25, 2019. Under the terms of the agreement, Harris and L'Officiel agreed that Harris would provide graphic design services for the issue in return for a payment of \$1800 by L'Officiel, half of which would be paid to Harris in advance. On January 18, 2019, L'Officiel wired \$900 to Harris—less a \$15 wire fee—as required by their agreement. The remainder of the contractually-agreed upon amount was due to Harris within 30 days of the newsstand date of the issue in question, which was supposed to be mid-February 2019.

148. Harris completed the agreed-upon graphic design services on or about January 25, 2019. Following the completion of the work, Issue No. 06 of L'Officiel did not hit the newsstands in mid-February 2019. Instead, Issue No. 6, with Denise Harris listed on the masthead as Art Assistant, actually hit the newsstand on March 15, 2019. After publication of Issue No. 6, the remaining payment of \$900 owed to Harris was supposed to be paid by L'Officiel by April 15, 2019—that is, within 30 days after the newsstand date of the issue.

149. When L'Officiel did not pay the outstanding amount owed to Harris, she attempted to communicate with them multiple times—including through emails to the former

Editor-in-Chief, Photo Director, Financial Controller, and the billing department—but received no response. As a result, on or about May 15, 2019, Harris filed a complaint with DCWP pursuant to FIFA, alleging a breach by L’Officiel of the FIFA’s timely payment provisions.

150. On or about June 19, 2019, DCWP sent L’Officiel a Notice of Complaint by FedEx addressed to Rachel Abecassis, advising the company of Harris’ complaint, and providing notice that L’Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. After continued efforts by Harris to obtain payment from L’Officiel, finally, in or around mid- to late-June 2019, L’Officiel paid the \$900 which was still owed to Harris, some 5 months after completion of the contracted work.

L’Officiel Failed to Timely Compensate Freelancer Alex Catarinella for Work Performed

151. Upon information and belief, in 2019, freelance writer Alex Catarinella contracted with L’Officiel to write two (2) articles for publication by L’Officiel. Under the terms of two agreements, reached on January 31, 2019 and March 12, 2019, respectively, Catarinella was to receive \$125 for completion of each article, for a total of \$250.

152. Pursuant to the agreements, Catarinella completed the agreed-upon work in or around March 2019, and under FIFA, payment by L’Officiel was owed no later than 30 days following completion of the work.

153. In March 2019, L’Officiel published on its website two articles with Catarinella credited as author: (1) “Get to Know Orville Peck Country’s Resident Mystery Music Man,” dated March 21, 2019; and (2) “The Most Head-Turning Collections from Seoul Fashion Week Fall 2019,” dated March 25, 2019. Catarinella submitted invoices to L’Officiel for the two

articles on March 22, 2019 and March 26, 2019 respectively. Under FIFA, payment was due no later than April 20 and 25, 2019, respectively.

154. After submitting his invoices without payment, Catarinella attempted to communicate with representatives of L'Officiel, who ignored his emails. On June 27, 2019 Catarinella was advised by L'Officiel that they were waiting for money to come in from customers, and would pay his outstanding invoices the following week. No payment was forthcoming. On August 1, 2019, L'Officiel advised Catarinella that they were late paying invoices due to facing a challenging time for incoming revenue vs. outgoing costs, and they did not know if it would be possible to accelerate payment of the outstanding invoices.

155. On August 2, 2019, when payment from L'Officiel still remained outstanding, Catarinella filed a complaint with DCWP, alleging a violation of FIFA. On or about August 9, 2019, DCWP sent L'Officiel a Notice of Complaint by certified mail, advising the company of Catarinella's complaint, and providing notice that L'Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. Within a week, Catarinella was informed by L'Officiel that payment of the outstanding amount owed would be made imminently. Catarinella received payment of the \$250 owed from L'Officiel on or about August 20, 2019, some 5 months after completion of the contracted work.

L'Officiel Failed to Timely Compensate Freelancer Ilana Kaplan for Work Performed

156. Upon information and belief, freelance music industry writer Ilana Kaplan was retained by L'Officiel to write various print and/or online stories in late 2017 and early 2018 in return for payment by L'Officiel of \$600.

157. Upon information and belief, Kaplan wrote a music article entitled “Tove Lo is the Sex-Positive Pop Star Shocking all the Prudes,” which was published online by L’Officiel under Kaplan’s byline on November 30, 2017; an article entitled “23 Artists on Their Music Industry New Year’s Resolutions,” which was published online by L’Officiel under Kaplan’s byline on January 1, 2018; and a concert review entitled “Taylor Swift’s Reputation Tour, Reviewed by a Swiftie,” which as published online by L’Officiel under Kaplan’s byline on July 23, 2018.

158. Kaplan submitted multiple invoices to L’Officiel for her work over the course of 2018, but L’Officiel repeatedly failed to pay the amount owed. In a communication with L’Officiel, on January 21, 2019, Kaplan demanded the payment owed for her work by January 31, 2019. That date came and went, and L’Officiel failed to pay Kaplan for the contracted work that she had performed. Notwithstanding that Kaplan did not receive payment from L’Officiel, L’Officiel sent her a false form 1099 reflecting payment to her. Accordingly, on May 31, 2019 Kaplan submitted a complaint against L’Officiel to DCWP pursuant to FIFA for violation of FIFA’s timely payment provisions.

159. On or about June 19, 2019, DCWP sent L’Officiel a Notice of Complaint by certified mail, advising the company of Kaplan’s complaint, and providing notice that L’Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L’Officiel failed to respond to the Notice of Complaint, on July 30, 2019, DCWP sent the company a Notice of Failure to Respond to Complaint, advising L’Officiel that due to its failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L’Officiel had committed the violation of FIFA alleged.

160. With assistance from the National Writers Union, Kaplan received compensation from L'Officiel on or around June 17, 2020 for the work that she performed, approximately 23 months after the publication of her last article written for L'Officiel.

L'Officiel Failed to Timely Compensate Freelancer Megan Griffith for Work Performed

161. Upon information and belief, on or about October 2, 2019, freelance writer and editor Megan Griffith contracted with L'Officiel to write a series of features and cover interviews for publication in two print issues of L'Officiel. In consideration for her work, Griffith was to be compensated at a rate of \$1 per word.

162. In the fall of 2019, Griffith wrote and submitted to L'Officiel three articles that were subsequently published in the Winter 2019/2020 print issue of L'Officiel (Issue No. 11) where Griffith was credited as a contributor on the masthead, and as author for each article specifically, using her professional name, Carson Griffith: (1) "The Power in the Stars: World Famous Astrologer Susan Miller's Forecasts Guide the Lives of Millions," which was also published online as "Astrology Zone's Susan Miller Has the Stars on Her Side," on January 22, 2020; (2) "Star Gazing," comprised of the following individualized astrological profiles: Taurus – Sofia Sanchez de Belak; Gemini – Salem Mitchell; Cancer – TyLynn Nguyen; Leo – Victoire de Pourtales; Libra – Sami Miro; Scorpio – Ebonee Davis; Sagittarius – Hailee Steinfeld; Capricorn – Isabella Poti; Aquarius – Tali Lennox; and Pisces – Blue Lindeberg, all of which were also published online on January 21, 2020; and (3) "Tea Time With Waris," which was also published online as "Spilling the Tea With Waris Ahluwalie," on January 30, 2020.

163. Also in the fall of 2019, Griffith wrote and submitted to L'Officiel three articles which were subsequently published in the Spring 2020 print issue of L'Officiel (Issue No. 12) with Griffith credited as Editor-at-Large on the masthead, and as author for each article

specifically, using her professional name, Carson Griffith: 1) “La Vie de Vito,” which was also published online as “La Vie de Vito Schnabel” on April 13, 2020; 2) “The Hunks of Hollywood,” a series of interviews of Cameron Dallas, Adonis Bosso, Lucky Blue Smith, Keith Powers, Matthew Noszka, John Upshaw, and Christian Combs, all but one of which were also published online in April and May 2020; and 3) “The Euphoric Rise of Angus Cloud.”

164. Griffith completed the contracted articles on or about November 24, 2019, and was due to receive \$11,572 in payment from L’Officiel on or about February 4, 2020. Although Griffith made efforts to contact L’Officiel to obtain payment, including through communication with L’Officiel’s Editor-in-Chief, Editorial Director, and Chief Financial Officer, she did not receive payment. As a result, on or about April 14, 2020, Griffith filed a complaint with DCWP pursuant to FIFA, alleging a breach by L’Officiel of the FIFA’s timely payment provisions.

165. On or about May 11, 2020, DCWP sent L’Officiel a Notice of Complaint by e-mail, advising the company of Griffith’s complaint, and providing notice that L’Officiel must provide a response within 20 days, and that failure to do so would create a rebuttable presumption in any civil action that the alleged violations of FIFA had occurred. When L’Officiel failed to respond to the Notice of Complaint, on June 19, 2020, DCWP sent the company a notice advising that due to its failure to respond to the Complaint, there would be a rebuttable presumption in any civil action filed under FIFA that L’Officiel had violated the Act.

166. Upon information and belief, L’Officiel eventually compensated Griffith for the work that she submitted and they published.

FIRST CAUSE OF ACTION
*Pattern or Practice of Violations
of the Freelance Isn't Free Act*

167. The City realleges paragraphs 1 through 166 as if fully set forth herein.

168. Defendant L'Officiel, in failing to pay at least 19 of its freelance workers, has engaged in a pattern or practice of violations of the payment provisions of the Freelance Isn't Free Act, § 20-929(a), as set out in detail above.

169. Pursuant to Admin. Code § 20-934(a)(1), the City has a cause of action against Defendant L'Officiel for this pattern or practice of failing to compensate freelancers for work performed, in violation of the Freelance Isn't Free Act.

170. The affected freelance workers, and the City as a whole, have suffered injury as a direct result of Defendant's actions.

171. By reason of the foregoing, pursuant to Admin. Code §§ 20-934(a)(2) and (b), the City is entitled to injunctive relief, civil penalties, and any other appropriate relief.

172. Pursuant to Admin. Code § 20-933(b)(3), the injured freelance workers are entitled to recover double damages for violation of the payment provisions of FIFA. Such double damages constitute other appropriate relief under Admin. Code § 20-934(a)(2).

SECOND CAUSE OF ACTION
*Pattern or Practice of Violations
of the Freelance Isn't Free Act*

173. The City realleges paragraphs 1 through 172 as if fully set forth herein.

174. Defendant L'Officiel, in failing to timely pay at least 24 of its freelance workers, has engaged in a pattern or practice of violations of the timely payment provisions of the Freelance Isn't Free Act, § 20-929(a), as set out in detail above.

175. Pursuant to Admin. Code § 20-934(a)(1), the City has a cause of action against Defendant L'Officiel for this pattern or practice of failing to timely compensate freelancers for work performed, in violation of the Freelance Isn't Free Act.

176. The affected freelance workers, and the City as a whole, have suffered injury as a direct result of Defendant's actions.

177. By reason of the foregoing, pursuant to Admin. Code §§ 20-934(a)(2) and (b), the City is entitled to injunctive relief, civil penalties, and any other appropriate relief.

178. Pursuant to Admin. Code § 20-933(b)(3), the injured freelance workers are entitled to recover double damages for violation of the timely payment provisions of FIFA. Such double damages constitute other appropriate relief under Admin. Code § 20-934(a)(2).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests judgment against Defendant as follows:

- a. Declaring that Defendant has engaged in patterns and practices of violation of FIFA, Admin. Code § 20-929(a);
- b. Enjoining and Ordering the Defendant and its agents, employees, and successors to:
 - i. Bring themselves into compliance with FIFA by paying all outstanding amounts owed to the unpaid freelancers as set out above and in Appendix A within 30 days or face penalties of \$100 per day until all such outstanding payments have been made;
 - ii. Make all necessary modifications to their policies, practices, and procedures to comply with FIFA's timely payment procedures going forward; and
 - iii. Engage a court appointed monitor, at Defendant's expense, and submit to that monitor monthly documentation establishing its regular and timely payment of freelance workers going forward, or

face penalties of \$10,000 for each subsequent documented violation of FIFA's timely payment provision;

- c. Granting the City civil penalties in an amount to be determined at trial;
- d. Granting an award of double damages to the freelancers whose rights were violated—except where payment of the amount owed has already been made by L'Officiel, in which case, granting an award of double damages less the amount already paid—pursuant to Admin. Code §§ 20-933(b)(3) and 20-934(a)(2); and
- e. Granting such other relief as this Court may deem just and proper.

Dated: New York, New York
November 24, 2021

GEORGIA M. PESTANA
Corporation Counsel of the
City of New York
*Attorneys for Plaintiff the City of New
York*

/s/ Cynthia Weaver

By: Tonya Jenerette
Chief, Impact Litigation Unit

Melanie C.T. Ash
Senior Counsel

Cynthia Weaver
Senior Counsel

New York City Law Department
100 Church Street, 20th Floor
New York, NY 10007
212-356-0408
cweaver@law.nyc.gov

VERIFICATION

STATE OF NEW YORK)
 : SS.:
 COUNTY OF NEW YORK)

Lisa Billups, being duly sworn, says that she is an employee at the New York City Department of Consumer and Worker Protection; that the City of New York is the plaintiff in the within action; that the allegations in the Complaint as to plaintiff are true to her knowledge; that the matters alleged therein upon information and belief, she believes to be true; and that the basis of her knowledge is personal knowledge, the books and records of the plaintiff and/or statements made to her by officers, employees or agents thereof. This verification is not made by the plaintiff the City of New York because the plaintiff is a municipal corporation.



Sworn to before me this
 24th day of November, 2021



NOTARY PUBLIC

Kenny Minaya
 Notary Public, State of New York
 Reg. No. 02MI6277521
 Qualified in Bronx County
 Commission Expires 07/27/2025