

CITY OF NEW YORK v. L'OFFICIEL USA INC.

SETTLEMENT TERMS

The Settlement Terms set out herein constitute a binding agreement (a "Settlement Agreement") between L'Officiel USA Inc. ("L'Officiel") and the City of New York (the "City") (together, the "Parties") in final settlement of City of New York v. L'Officiel USA Inc., Index No. 453762/2021 (NYSC), subject only to the approval of the NYC Comptroller.

WHEREAS, on or about November 29, 2021, the City commenced a civil action captioned *The City of New York v. L'Officiel USA Inc.*, Index No. 453762/2021 (the "Action"), by filing a Complaint ("Complaint") in the Supreme Court of the State of New York, New York County pursuant to the New York City Freelance Isn't Free Act ("FIFA"), codified at New York City Administrative Code §§ 20-927 *et seq.*, claiming that L'Officiel engaged in a pattern or practice of failing to either compensate and/or timely compensate freelance workers for work performed for, or services provided to, L'Officiel under contract in violation of §§ 20-929 and 20-934 of FIFA;

WHEREAS, the City, including the Department of Consumer and Worker Protection ("DCWP"), has received at least 41 freelancer complaints against L'Officiel alleging that L'Officiel and/or its affiliated domestic and/or foreign magazine titles, failed to comply with FIFA's payment requirements, 24 of which were referenced in the Complaint;

WHEREAS, the City has investigated the complaints and determined that there is evidence that, with respect to the 41 freelancers named in Appendix A, (the "Identified Claimants"), which is incorporated into and made part of the Settlement Agreement, L'Officiel and its affiliated titles engaged in unlawful payment practices under § 20-929(a) of FIFA by (1) failing to compensate the freelancers for work performed or services provided pursuant to contract, and/or (2) failing to timely compensate the freelancers for work performed or services provided pursuant to contract; and that such conduct constitutes a pattern or practice of unlawful violations of FIFA under § 20-934(a)(1) (the "Covered Conduct");

WHEREAS, the City nonetheless acknowledges that the Covered Conduct alleged occurred between October 1, 2017 and December 31, 2021, under prior ownership and management of L'Officiel;

WHEREAS, L'Officiel was acquired by the current ownership in or around April 2022;

WHEREAS, L'Officiel's new ownership is entering into this Settlement Agreement to address allegations of past misconduct and represents that it has made modifications to its policies, practices, and procedures to bring L'Officiel into compliance with FIFA going forward;

WHEREAS, to settle the Action and any claims by the City associated with the Covered Conduct, and to avoid the time, expense, and uncertainty of protracted litigation, the

Parties have determined and hereby agree that settlement is in each of their best interests, and the City has agreed to accept the terms of the Settlement Agreement and discontinue the FIFA claims asserted in the Action in lieu of filing a superseding complaint adding some or all of the 17 freelancer complaints not currently referenced in the Complaint; and

WHEREAS, this Settlement Agreement is made in compromise of disputed claims and is neither an admission of liability by L'Officiel nor a concession by the City that the City's claims are not well-founded;

NOW, THEREFORE, in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree fully and finally to settle the Action and any claims by them associated with the Covered Conduct as follows:

Employee Training:

For the next two years, all of L'Officiel's current and newly hired employees will be required to review and provide written acknowledgement as to their understanding of L'Officiel's obligations under The New York City Freelance Isn't Free Act ("FIFA"), codified at New York City Administrative Code Section §§ 20-927 *et seq.* The information employees will be required to review, at a minimum, will include:

- The written contract requirements set forth in § 20-928;
- The requirements in § 20-929, including that the date of a freelancer's compensation is to be provided on or before the due date for such compensation under the contractual terms or, if not specified, within 30 days after the freelancer has completed work under the contract.
- The prohibition on retaliation against freelancers as set forth in § 20-930.

Effective Freelancer Payment System:

L'Officiel has established and will maintain a Freelancer Payment System that provides freelance workers with the ability to track the work they have performed, in order to ensure timely compensation under FIFA. L'Officiel's Freelancer Payment System will, for all freelance contracts entered into on or after the date of a fully executed Settlement Agreement between L'Officiel and the City (the "Effective Date"):

- Provide all freelancers with a written contract fulfilling all terms required by § 20-928 of FIFA by describing the work they are expected to perform, the date(s) of expected completion, the amount they will be compensated, and the date of payment.
- Retain a record of all written freelance contracts for not less

than six years following the date of completion of the contracted for work.

- Provide all freelancers with the name and contact information for a reliable point of contact at L'Officiel (as of the Effective Date, L'Officiel's Manager of Finance and Human Resources, Jason Ho at j.ho@lofficielusa.com) they can reach to address compensation questions or concerns, as well as a L'Officiel email address (freelancer@lofficielusa.com) that will remain active and be monitored regularly regardless of any turnover in the personnel who may serve as point of contact at any particular point in time.
- Track payment due dates for all freelance work and timely identify jobs for which payment is outstanding in advance of the payment due date, establishing a system to ensure payment is made on time. Such system will alert a designated staff person at L'Officiel, as well as freelancers, that payment is coming due on a job not less than one week before the due date.
- Document proof of compensation, including the date of payment, for all freelance work.
- Be accessed by freelancers by logging into a password-protected account. L'Officiel shall provide freelancers with information necessary to create such account at the time work is assigned to them. Through this account, freelancers will be able to access all records and information described above.

Unknown Claimant Plan: For purposes of the Unknown Claimant Plan, the following definitions apply:

L'Officiel Magazine. L'Officiel Magazine includes L'Officiel, as well as that entity's affiliated domestic magazine titles, namely, L'Officiel Hommes USA (a/k/a L'Officiel USA Hommes) and L'Officiel ART USA (a/k/a L'Officiel USA ART), and its affiliated foreign magazine titles.

Freelancers. Freelancer means a natural person or organization/company, whether or not incorporated, that was hired or retained as an independent contractor to provide and/or perform services and/or create written or visual works in exchange for compensation and (a) provided and/or performed

those services and/or created those written or visual works for L'Officiel Magazine, as defined herein, while a resident of New York City or while physically located in New York City; and/or (b) though not residents of, or providing or performing services or creating works in, New York City, provided and/or performed those services and/or created those written or visual works in the United States for L'Officiel or any of its affiliated domestic magazine titles.

Unknown Claimants. Unknown Claimants are Freelancers who provided and/or performed services or created written or visual works for L'Officiel Magazine or some component thereof between January 1, 2017 and the Effective Date of this Agreement (the "Covered Freelance Period"), and who may be owed compensation under FIFA (Admin. Code § 20-933(a)(3) for past due compensation under § 20-929) for that work performed or those services provided during the Covered Freelance Period, and who are not included among the Identified Claimants described below.

L'Officiel, in coordination with the City, as provided herein, will put in place the following "**Unknown Claimant Plan**" that will make a good-faith effort to identify and reach any Unknown Claimants. Pursuant to the Unknown Claimant Plan, and subject to the terms and conditions set out below, L'Officiel will compensate any Unknown Claimants who are owed money double the amount(s) owed for the work they performed during the Covered Freelance Period, less the amount already paid by L'Officiel pursuant to Admin. Code §§ 20-933(b)(3) and 20-934(a)(2).

The Unknown Claimant Plan will provide as follows:

Outreach and Notice. The City and L'Officiel have agreed upon the text of a "Notice to Freelancers," attached hereto as Appendix B, to be distributed and publicized in order to apprise any Unknown Claimants of the opportunity to file a claim for unpaid amounts alleged to be owed by L'Officiel as well as to identify documentation required to submit a Proof of Claim, as described below, and to allow L'Officiel to process such payment. The Notice to Freelancers will inform Unknown Claimants that they may contact DCWP for assistance with the filing of their claim. L'Officiel and/or the City will, within 30 days of the Effective Date (the "Notice Period"), complete a

broad distribution of the agreed-upon Notice to Freelancers in a manner designed to reach any potential Unknown Claimants, including by undertaking the following specific outreach efforts: (1) direct outreach by L'Officiel to the last known address of those individuals L'Officiel has a good faith basis to believe could pursue a claim pursuant to Admin. Code §§ 20-933(a)(3) and 20-929 and who were not included among the "Identified Claimants," referenced below; (2) purchase and distribution by L'Officiel through PR Newswire of the Notice to Freelancers in the form of a press release posted on the PR Newswire website for general access, and distributed through targeted blasts to at least a) the fashion, creative, and cultural industries, and b) the geographic markets of New York City, Los Angeles, and Miami; (3) distribution by the City of the Notice to Freelancers to the Freelancers' Union and National Writers' Union with a request to distribute to their members and/or mailing lists; and (4) posting by the City of the Notice to Freelancers on City websites including nyc.gov/311 and the DCWP website. With respect to outreach category (1), L'Officiel shall either cc DCWP on each such outreach at the address for "notice" designated below, or otherwise provide proof to the City via the Law Department at the address for "notice" designated below that outreach to these freelancers was undertaken within 5 days of such outreach.

Freelance Claims Period & Claim Submission. For a period of 180 days from the end of the Notice Period (the "Freelance Claims Period"), L'Officiel shall permit the filing by potential Unknown Claimants of claims with L'Officiel for potential payment through completion of the Claims Form set out in Appendix C, and submission by email of the Claims Form along with the "Necessary Claims Information" described below to L'Officiel's "Designated Point of Contact" (L'Officiel's Manager of Finance and Human Resources (as of the Effective Date, Jason Ho at j.ho@lofficielusa.com)), as well as to a L'Officiel email address (freelancer@lofficielusa.com) that will remain active and be monitored regularly regardless of any turnover with regard to Mr. Ho or any finance and/or human resources personnel who may serve as point of contact at any particular point in time during the operation of the Unknown Claimant Plan. The Designated Point of Contact at L'Officiel shall be available during the operation of the Unknown Claimant Plan to assist Unknown Claimants with any questions and concerns, and shall respond promptly to any such inquiries, within 5 business days.

Good Faith Claims Verification. In order to permit detection of any potentially fraudulent claims, payment to Unknown Claimants is contingent upon L’Officiel’s receipt and good faith final review and confirmation of the **“Necessary Claims Information,”** which is comprised of: (1) a list of all claimed works created or services performed and amount(s) purportedly owed to the Unknown Claimants for those works or services, as provided in the Claims Form (set out in Appendix B); (2) Proof of Claim, as described herein; and (3) Required Compensation Information.

“Required Compensation Information” means: (a) an accurate and completed IRS Form W-9, W-8 BEN, or W-8 BEN-E, (b) a copy of adequate, government-issued identification that matches the identity of the Unknown Claimant (or, in the case of a company/organization, the principal), and (c) either the Unknown Claimant’s bank account information needed for payment by wire transfer, which shall include a bank account number and a bank routing number for an account belonging to the Unknown Claimant OR alternatively, an up-to-date mailing address if the Unknown Claimant would prefer to receive payment by check.

Permissible evidence constituting “Proof of Claim” includes:

- Evidence of a piece of work published in any format by any L’Officiel Magazine title, or on a L’Officiel Magazine Website or social media platform that credits the Unknown Claimant (or, in the case of a company/organization, the principal) for that work or any contribution to it; or
- If the Unknown Claimant (or, in the case of a company/organization, the principal) is not credited on a piece of work published in any format by any L’Officiel Magazine title, or on a L’Officiel Magazine Website or social media platform, (a) any correspondence—including, without limitation, a text message, email, messaging app, or social media exchange—with a past or present representative of L’Officiel Magazine confirming that work was performed or services provided by the Unknown Claimant; or (b) other written, photographic, telephonic, or videographic documentation evidencing work performed for, or services provided to, L’Officiel Magazine by the Unknown Claimant.

- Notwithstanding and in addition to the foregoing, potential Unknown Claimants may also demonstrate the validity of their claim through other form(s) of proof not listed herein, which will be reviewed and assessed by L'Officiel in good faith.

Prompt Payment. Within 30 days of submission of the Necessary Claims Information, L'Officiel shall (1) for any Unknown Claimant eligible for streamlined payment (as described below), where all of the Necessary Claims Information has been provided, issue payment; (2) for any Unknown Claimant who has provided all of the Necessary Claims Information but is not eligible for streamlined payment (as described below), confirm in writing that the submitted claim is under review and that payment of proven claims will be made within 60 days; or (3) notify the Unknown Claimant in writing that payment cannot be processed due to insufficient information, and provide express notification of the specific missing Necessary Claims Information and of the Unknown Claimant's obligation to provide such information within 60 days of notification in order to participate in the settlement.

- **Streamlined Payment for Claims up to \$2,000.** L'Officiel shall streamline its processing and payment of claims filed by potential Unknown Claimants alleging non-payment in the total amount of \$2,000 or less, to allow for payment to such individuals within 30 days of their submission of the Necessary Claims Information, as described above.
- **Prompt Assessment and Payment of Claims Over \$2,000.** For all legitimate, timely-filed claims by Unknown Claimants for more than \$2,000, L'Officiel shall complete its final review and confirmation of such claims within a maximum of 90 days of submission to L'Officiel of all of the Necessary Claims Information. For such claims, L'Officiel will first provide confirmation of a fully submitted claim that is under consideration within 30 days of submission, and shall complete their assessment and make payment on all such claims owed within 60 days of that confirmation, for a maximum total of 90 days.

For any claims where the identified specific missing Necessary Claims Information is subsequently timely provided, L'Officiel shall make payment of the claims that qualify for streamlined payment, as described above, within 30 days of submission of the identified specific missing Necessary Claims Information, and/or shall make a determination and/or make payment, as appropriate, with respect to the claims that do not qualify for streamlined payment within 60 days of submission of the identified specific missing Necessary Claims Information, whichever the case may be.

L'Officiel will have no obligation to compensate, as part of the settlement, an Unknown Claimant who purports to submit a claim, where that Unknown Claimant fails to provide L'Officiel with the Required Compensation Information within 60 days of being notified that payment cannot be processed due to the absence of the identified specific missing Required Compensation Information, nor will L'Officiel have any obligation to compensate a potential Unknown Claimant as part of the settlement where that Unknown Claimant does not provide L'Officiel with Proof of Claim to support any amount purportedly owed.

Periodic Reporting on Claims Filed by Potential Unknown Claimants:

In order to permit the City to ensure compliance by L'Officiel with the Unknown Claimant Plan, for the period beginning on the Effective Date, and ending when all claims filed by Unknown Claimants during the Freelance Claims Period have been reviewed, assessed and processed, L'Officiel shall provide the City with a periodic report every 90 days containing (1) the total number of claims filed to date by Unknown Claimants; (2) the number of such claims that were paid out during the preceding 90 day period along with the total number of claims paid thus far, including the amounts paid out on those claims; and (3) the number of such claims that were rejected by L'Officiel during the preceding 90 day period, along with the total number of claims rejected by L'Officiel thus far, including a general category or reason for each such rejection.

The City reserves the right to request additional information about claims rejected, and L'Officiel agrees to comply promptly with such a request from the City.

Failure to Identify Potential Unknown Claimants:

The City will not bring any claims, litigation, or actions seeking damages, judgments, costs, expenses, and/or any compensation whatsoever, presently known or unknown, whether for indemnification, contribution, or for any other claim of any

nature whatsoever, including but not limited to causes of action pursuant to FIFA, against L'Officiel, for any failure to identify a potential Unknown Claimant for any alleged compensation failure that took place prior to the Effective Date.

Compensation of Identified Claimants:

Separate and apart from any compensation provided to Unknown Claimants as set forth above, L'Officiel will pay up to \$275,485 total to compensate the individuals or companies/organizations (a) named in the Complaint filed by the City on November 29, 2021, (b) named in the City's draft Amended Complaint dated September 12, 2022 prepared in connection with the City Lawsuit, and (c) whose claims were otherwise verified by the City prior to the Effective Date, all of whom are listed in Appendix A (collectively, the "Identified Claimants").

Within 30 days of the Effective Date, the City will notify each Identified Claimant—through a mailing or other communication to their last known address/preferred method of communication—of their entitlement to payment by L'Officiel upon submission of the Required Compensation Information, as described herein.

Payment to any Identified Claimant will be contingent upon their submission by email of the Required Compensation Information, as defined above, to L'Officiel's Manager of Finance and Human Resources (as of the Effective Date, Jason Ho at j.ho@lofficielusa.com) and/or to a L'Officiel email address (freelancer@lofficielusa.com) that will remain active and be monitored regularly regardless of any turnover with regard to Mr. Ho or any other finance and/or human resources personnel who may serve as point of contact at any particular point in time during the settlement process. Within 30 days of submission of Required Compensation Information, the Manager of Finance and Human Resources shall either (a) pay the amount owed to the Identified Claimant, or (b) notify the Identified Claimant and the City (via DCWP and the Law Department at the addresses for "notice" designated below) that the Required Compensation Information received was insufficient to process payment to the Identified Claimant and identify the specific necessary/missing information and their obligation to provide such information. For the latter such claims, L'Officiel shall make payment of the amount owed to the Identified Claimant with 30 days of submission of the requested specifically identified information.

Subject to these conditions, payment to each Identified Claimant will be made in the amount listed next to that individual's name in the "Amount Owed in Settlement" column of Appendix A, which has been calculated as follows:

- Each of the Identified Claimants alleging non-payment will be compensated in the total amount listed in the "Payment Status" column of Appendix A, multiplied by two.
- Each of the Identified Claimants alleging untimely payment will be compensated the total amount listed in in the "Payment Status" column of Appendix A, multiplied by two, less the indicated amount, which is understood by the Parties as having already been paid.

Notwithstanding the foregoing, if any Identified Claimant fails to provide L'Officiel with the Required Compensation Information within 90 days of being notified by the City of the settlement and requested to provide such information, L'Officiel will be discharged from any obligation to treat such individual as an Identified Claimant under the Settlement Agreement, and any such individual must thereafter file any claim they wish to make for payment owed relating to work performed for L'Officiel during the Covered Freelance Period, as defined herein (including work performed for an affiliated publication) as an Unknown Claimant and will be subject to the terms and conditions set out in the Unknown Claimant Plan, as described herein.

Resolution of Open Investigations and Subsequent Claims

It is the intention of the Parties that any open Freelancer complaints against L'Officiel that are not included in the list of Identified Claimants provided in Appendix A, but are filed with, and are in possession of, DCWP as of the Effective Date will be resolved under the terms of this Settlement Agreement by treating the claimant either (1) as an Identified Claimant, to the extent the City is able to confirm and provide notice to L'Officiel of verification of the claimed works created or services performed and amounts purportedly owed (the first two components of the Necessary Claims Information) for that claimant prior to the Effective Date of the Settlement Agreement; or (2) as an Unknown Claimant, to the extent the City has not been able to confirm and provide such notice to L'Officiel.

Notwithstanding the 180-day Freelance Claims Period set out herein, any complaints filed by Freelancers with DCWP against L'Officiel subsequent to the Effective Date concerning the failure to compensate that Freelancer for work performed during

the Covered Freelance Period (a “Subsequent Claim”) will be resolved by treating the Freelancer as an Unknown Claimant so long as the complaint is filed with DCWP within two years after the acts alleged to have violated FIFA occurred. For any such Subsequent Claim filed, DCWP will provide notice to L’Officiel, along with a completed Claims Form (as set out in Appendix C), and L’Officiel will conduct a Good Faith Claims Verification, as described herein.

Payment to the City:

L’Officiel will make a payment to the City in the amount of \$17,500, subject to approval of that amount by the NYC Comptroller (the “City Payment”). *See* Admin. Code § 20-934(a)(2). Payment shall be made online using the instructions available at <https://www1.nyc.gov/site/dca/businesses/pay-fines-fees.page>. In order to complete the payment, L’Officiel will be required to enter the following case number: 5151-2023-ADJC. The City Payment does not represent, and shall not be interpreted by the City as, an admission by L’Officiel of any wrongdoing or violation of law, including but not limited to, any regulations or requirements of FIFA.

Certification:

The CEO of L’Officiel’s parent company L’Officiel, Inc., Benjamin Eymère, will certify, under penalty of perjury, L’Officiel’s compliance with FIFA. L’Officiel’s certification will be provided to the City annually, on the anniversary of the Effective Date, for a period of two years.

Notice:

Any notice, document or information exchange, or other communication required by, or made pursuant to, this Settlement Agreement shall be sent by electronic mail, or by first class mail upon request, to the relevant Party at their designated address(es) specified below.

For notices, documents or information required to be given to DCWP:

Emily Hoffman
New York City Department of Consumer and Worker Protection
42 Broadway, 8th Floor
New York, NY 10004
ehoffman@dcwp.nyc.gov

For notices, documents or information required to be given to the City and/or Law Department:

Melanie Ash
New York City Law Department
100 Church Street, Rm 20-087
New York, NY 10007
mash@law.nyc.gov

For notices, documents or information required to be given to
L'Officiel:

Inez Lee
AMTD Head of Finance and Controls
freelancer@lofficielusa.com

Benjamin Eymère
L'Officiel, Inc. CEO
freelancer@lofficielusa.com

Release:

L'Officiel (and its current and former successors, assigns, agents, related companies, and their current or former directors, officers, owners, and employees) will be released by the City for the amount of any and all liens, claims, litigation, actions, damages, judgments, costs, expenses, and/or any compensation whatsoever, presently known or unknown, whether for indemnification, contribution, or for any other claim of any nature whatsoever, that the City had, has, or may have in the future, related to the occurrence(s) and/or injury(ies) alleged in the lawsuit titled, *The City of New York v. L'Officiel USA Inc.*, No. 453762/2021, pending in the Supreme Court of the State of New York, New York County (the "City Lawsuit"), and which took place prior to the Effective Date.

*Note that this Release does not preclude the City from enforcing the terms of the Settlement Agreement.

**Dismissal of the Action
With Prejudice:**

Upon execution of the Settlement Agreement and confirmation of receipt of the City Payment, the Parties shall execute and the City shall file with the Court a Stipulation of Dismissal of the Action as against L'Officiel, with prejudice.

From the Effective Date until such time as all claims filed by Unknown Claimants during the Freelance Claims Period have been reviewed, assessed and processed, if Plaintiff's counsel has reason to believe that Defendants have failed to substantially

comply with the provisions of the Settlement Agreement, Plaintiff's Counsel shall notify Defendant's Counsel in writing of the nature and specifics of the alleged failure to comply and shall specify the basis for such belief, and the Parties' counsel shall meet in a good faith attempt to resolve the alleged failure to comply.

IN WITNESS WHEREOF, the Settlement Agreement is executed by the Parties hereto.

**HON. SYLVIA O. HINDS-RADIX,
CORPORATION COUNSEL OF
THE CITY OF NEW YORK**

Attorney for Plaintiff

DATED July 11, 2023

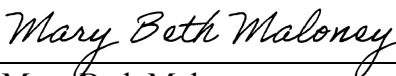
By: 

Melanie C.T. Ash
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(212) 356-2276

GIBSON, DUNN & CRUTCHER LLP

Attorneys for Defendant

DATED July 6, 2023

By: 

Mary Beth Maloney
Mylan Denerstein
200 Park Avenue
New York, New York 10166
(212) 351-4000

Appendix A – Identified Claimants

	Name	Payment Status	Amount Owed in Settlement	Work Title
1	Traci Parks	Owed \$5,250	\$10,500	copy editor
2	Brendan J Sullivan	Owed \$1,030	\$2,060	writer/production
3	Alexander (Sasha) R Frere-Jones	Owed \$650	\$1,300	writer
4	Dean N Kissick	Owed \$1,000	\$2,000	writer
5	Maxwell E Williams	Owed \$4,210	\$8,420	writer
6	Ian D Sherman (Ian David Monroe)	Owed \$10,421	\$20,842	digital editor/director/agent
7	Brandon D Quigley	Owed \$15,320	\$30,640	art director
8	Alexandra I Ilyashov	Owed \$1,967	\$3,934	writer
9	Isaac A Feria (Isaac Anthony)	Owed \$3,500	\$7,000	photographer
10	Spyridon Chalaris	Owed \$4,900	\$9,800	illustrator
11	Natasha Stagg	Owed \$1,000	\$2,000	writer
12	Nathan E Perkel	Owed \$1,050	\$2,100	photographer
13	Sunny L Facer (Sacred Pact)	Owed \$1,241.73	\$2,483.46	videographer
14	Christopher H Barnard	Owed \$1,500	\$3,000	writer
15	Ilana M Kaplan	Late Payment \$600	\$600	writer
16	Denise D Harris	Late Payment \$900	\$900	graphic designer
17	Isabel M Crabtree	Owed \$1,500	\$3,000	layout/design
18	Thomas Freeman	Owed \$1,900	\$3,800	writer
19	Jason R Muhlberger	Owed \$1,815	\$3,630	production
20	Nicholas J Korompilas	Late Payment \$975	\$975	digital services
21	Jeremy Liebman	Late Payment \$850	\$850	photographer
22	Carolyn A Hanson	Owed \$550	\$1,100	writer
23	Jade A Taylor	Late Payment \$900	\$900	writer
24	Meagan (Carson) Griffith	Late Payment \$11,572	\$11,572	writer
25	Reginald Louis-Jacques	Owed \$750	\$1,500	videographer
26	Rahel Aima	Owed €450 (\$505 US)	\$1,010	writer
27	Danielle J Levitt	Owed \$18,834	\$37,668	photographer
28	Alex O Catarinella	Late Payment \$250	\$250	writer
29	An Le	Owed \$7,000	\$14,000	photographer
30	Lola Kramer	Owed \$300	\$600	writer
31	Michael Riso	Owed \$13,900	\$27,800	designer
32	Katherine Zarrella	Owed \$2,675	\$5,350	writer
33	Ben Ritter	Owed \$1,050	\$2,100	photographer
34	Jack Irvin	Owed \$650	\$1,300	writer
35	Orlando Hernandez	Owed \$648	\$1,296	tailor
36	Aaron Hunt	Owed \$3,324	\$6,648	writer
37	Stephan Alessi Studio (SAS)	Owed \$10,000	\$20,000	photographer, director, videographer
38	Andrew Day	Owed \$4,277.06	\$8,554.12	photographer
39	Hannah Whitaker	Owed \$600	\$1,200	photographer
40	Steven Taylor (ST Studio)	Owed \$5,944.39	\$11,888.78	photographer
41	Zachary Brown	Owed \$456.80	\$913.60	copy editor
		\$145,765.98	\$275,484.96	

APPENDIX B

NOTICE TO FREELANCERS WHO WORKED FOR L'OFFICIEL PUBLICATIONS

To: Freelancers who performed work for L'Officiel Magazine, or some related entity, between January 1, 2017 and July 11, 2023 who may be owed money for their work.

The City of New York recently settled a lawsuit against L'Officiel USA Inc. ("L'Officiel USA") relating to allegations about L'Officiel USA's compensation of freelance workers (the "Settlement").

As part of the Settlement, L'Officiel USA has agreed to pay double damages **to freelancers who are owed money for freelance services provided in the United States to L'Officiel USA (including its related domestic titles L'Officiel USA Hommes or L'Officiel USA ART) or provided in New York City to an affiliated foreign L'Officiel title or company between January 1, 2017 and July 11, 2023.** If you believe that you may be owed compensation for freelance services that you provided during that period, you may file a claim by filling out a Claims Form and submitting it to Jason Ho, L'Officiel USA's Manager of Finance and Human Resources (j.ho@lofficielusa.com) AND to freelancer@lofficielusa.com **no later than February 7, 2024.**

The Settlement is not an admission of wrongdoing by L'Officiel USA, which as of April 2022, is under new ownership. L'Officiel USA's new ownership is entering into this Settlement to address these allegations of past misconduct and has made modifications to its policies, practices, and procedures going forward to bring L'Officiel USA into compliance with the New York City Freelance Isn't Free Act, codified at New York City Administrative Code §§ 20-927 – 20-936.

Please Note: If you have questions about the Settlement, or require assistance to file your claim, please contact the NYC Department of Consumer and Worker Protection at the following email address/phone number: freelancer@dcwp.nyc.gov / 212-436-0380.

APPENDIX C

L'OFFICIEL USA FREELANCER CLAIMS FORM

For Freelancers who performed work for L'Officiel Magazine, or some related entity, between January 1, 2017 and July 11, 2023 who may be owed money for their work.

If you would like to submit a claim for compensation for freelance services that you provided in the United States to L'Officiel USA (including its related domestic titles L'Officiel USA Hommes or L'Officiel USA ART) or that you provided in New York City to an affiliated foreign L'Officiel title or company between January 1, 2017 and July 11, 2023 please fill out this form and submit it by email, along with the required information listed below, to Jason Ho, L'Officiel USA's Manager of Finance and Human Resources (j.ho@lofficielusa.com) AND to freelancer@lofficielusa.com no later than February 7, 2024.

If you have multiple claims, please submit each claim separately.

The deadline to file your claim is February 7, 2024.

**Required*

1. Name or Company Name*

_____. If you are submitting the form under your company name, please identify your relationship to the company:

2. Mailing Address where you can receive communications or payment*

3. Email Address*

4. Phone Number*

5. If you believe you are owed compensation for freelance services you provided in the United States to L'Officiel USA (including L'Officiel USA Hommes or L'Officiel USA

ART) or provided in New York City to an affiliated foreign L'Officiel title or company, what service(s) did you provide?*

Mark only one.

- a. Photography
- b. Writing
- c. Other: _____

6. On what date did you provide services to L'Officiel USA or an affiliated L'Officiel title?*

(Note that if services for a single claim were provided over multiple dates, please list the date on which you completed your work.)

Example: January 7, 2019

7. If L'Officiel USA (including L'Officiel USA Hommes or L'Officiel USA ART) or one of its foreign affiliate publications (for example, L'Officiel Paris) published (online/in print) your work or work you contributed to, please provide the following details, if known/applicable: the name(s) of the publication, the title(s) of the article(s), date(s) of publication, and/or URL(s) or platform(s) of any online publication(s).

8. How much money, if any, did L'Officiel pay you for your work? When was it paid?*

- a. Amount(s): _____
- b. Date(s): _____

9. How much money do you believe you are (still) owed relating to this claim for work performed?*

10. Does the payment to which you believe you are entitled total more than \$2,000?*

(If you are filing more than one claim, please answer this question based on the TOTAL amount owed for all claims. Please note the processing time for claims of more than \$2,000 will be longer than for smaller claims.)

Mark only one.

- a. Yes
- b. No

11. What proof do you have of the work you performed?*

(You must have at least one form of proof to file a claim. You may submit any form of proof you have, even if not listed below. All proof should be submitted via email to freelancer@lofficielusa.com and j.ho@lofficielusa.com along with this form.)

Check all that apply.

- a. My name is listed in the byline of work published in one of L’Officiel’s publications (online or print) or I am listed in the masthead or as a “Contributor” in a print or digital edition or the magazine.
- b. Written correspondence (e.g., an email, text message, or instant message with a L’Officiel employee)
- c. Written contract and/or invoice
- d. Other: _____

12. If you ever contacted L’Officiel USA or any of its affiliates after completing your work regarding the compensation you believe you are owed, please provide additional details about this contact (e.g., who you contacted, when, method of contact).

13. Have you ever filed a complaint with The City of New York (Department of Consumer and Worker Protection or “DCWP”) about the compensation you believe you are owed for this work? * If yes, please provide the date you filed the complaint.

Mark only one.

- a. Yes
 - i. Date of complaint: _____
- b. No

14. The following information must be provided to receive payment. **When submitting this Claims Form, please attach:**

- i. An accurate and completed IRS Form W-9, W-8 BEN, or W-8 BEN-E (which is available through IRS.gov)
- ii. A copy of government-issued identification that matches your identity or the identity of a company principal (e.g. NYC ID, Driver's License, Passport), and
- iii. Either the bank account information sufficient to allow a wire transfer (bank account number and a bank routing number for an account belonging to you or your organization/company) OR alternatively, an up-to-date mailing address if you would prefer to receive payment by check.

15. Will you be filing any other claims in addition to this one by the claim deadline of February 7, 2024?

- a. Yes
 - i. How many: _____
- b. No
 - i. By selecting No and submitting this claim form, you confirm that all outstanding amounts that you believe you are owed by L'Officiel USA (including L'Officiel USA Hommes or L'Officiel USA ART) or any of its foreign affiliate publications (for example, L'Officiel Paris) for work performed between January 1, 2017 and July 11, 2023 are fully included in this claim.

Please Note: You may contact the NYC Department of Consumer and Worker Protection at the following email address/phone number for assistance with filing your claim, including if you have concerns or difficulty providing the requested information: freelancer@dcwp.nyc.gov / 212-436-0380.