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

Index No. 653702/2013

ALEX SHANKLIN, LOUISA RASKE, MELISSA BAKER, ELENI TZIMAS, MARCELLE ALMONTE, GRECIA PALOMARES, CARINA VRETMAN, MICHELLE GRIFFIN TROTTER, VANESSA PERRON,

Individually and as Class Representatives

Plaintiffs,

v.

WILHELMINA MODELS, INC., WILHELMINA INTERNATIONAL LTD., ELITE MODEL MANAGEMENT CORPORATION, CLICK MODEL MANAGEMENT, INC., MC2 MODEL AND TALENT MIAMI LLC, NEXT MANAGEMENT, LLC, MAJOR MODEL MANAGEMENT INC.,

Defendants.

SECOND AMENDED CLASS ACTION COMPLAINT

Demand for Trial by Jury

Plaintiffs, individually and in their representative capacities on behalf of all others similarly situated, by their undersigned attorneys, make the following allegations against Defendants Wilhelmina Models, Inc., Wilhelmina International Ltd, Elite Model Management Corporation, Click Model Management, Inc., MC2 Model and Talent Miami LLC, Next Management, LLC, and Major Model Management Inc. (collectively "Defendants").

INTRODUCTION

1. There is nothing beautiful about the way the modeling industry in New York City treats its models. The Defendants – some of the largest and most powerful modeling agencies in the City and the world – have systematically taken advantage of the models they claim to represent by unlawfully diverting millions of dollars in value from the models to themselves.

For years, Defendants mischaracterized the models they employed as "independent contractors" rather than employees. In doing so, they denied the models the wages they were due for work performed at Defendants' direction. Defendants also avoided state wage and hour laws — including payment of a minimum wage, timely payment of all wages due, and recordkeeping requirements. Even when the models were paid, they were not paid in full; Defendants routinely deducted unauthorized and largely unsubstantiated expenses from their models' paychecks.

2. Employee protection laws generally, and New York Labor Law in particular, were designed to protect workers from just these types of abusive employment practices, to insure that workers were treated fairly despite unequal bargaining power and relatively limited means to uncover and combat unlawful conduct by employers.

3. By failing to pay models in full for work performed at the direction of Defendants—including, for example, by authorizing the use of their models' images without their knowledge or consent and without compensating them for the use—and by refusing to abide by wage and hour laws—including, for example, by not paying for attendance at mandatory meetings, not paying minimum wages, not paying overtime, paying wages after a delay of many months, as well as improperly deducting unauthorized and unsubstantiated amounts from the models' paychecks—Defendants unfairly and unlawfully reaped millions of dollars in profits on the backs of the models, who had little to no bargaining power and were forced to take whatever compensation Defendants saw fit.

4. Despite misclassifying their models as independent contractors, Defendants exercised substantial control and direction over the careers, and even the personal details, of their models' lives. Among other things, Defendants:

- Required that the models enter into exclusive relationships with them, precluding their models from working with any other agencies in New York (and sometimes nationwide or even worldwide);
- Prohibited their models from obtaining modeling assignments from any source other than Defendants;
- Controlled all negotiations concerning the terms and conditions of the assignments to which they sent their models, including the rate of pay, the hours, and the location of those assignments;
- Instructed their models on what to discuss (or not to discuss) with clients, and required that Defendants, and not the models, resolve any issues or concerns that arose with clients during assignments;
- Required their models to check in with them on a regular, often daily basis;
- Compelled their models to clear with them all times they were unavailable to work, including for medical appointments and vacations;
- Regularly measured and scrutinized the models' physical appearances, instructing them on diet, how much to exercise, how to style their hair, and even (in some cases) telling models to see a dermatologist or plastic surgeon.

5. In addition to misclassifying their models and depriving them of the benefits and protections of applicable wage and hour laws, Defendants also failed and refused to pay their models the amounts they were due under the contracts that Defendants required their models to sign. When Defendants did pay their models for at least some amounts due under their contracts for the use of the models' images, they routinely delayed making these payments for many

months (and in some cases, years) at a time, financing themselves interest-free with their models' money.

6. Defendants also systematically failed to obtain the models' consent for the reuse or renewal of their images, hiding such re-usages from the models so that they could avoid compensating the models as required. For example, several Plaintiffs in this action participated in major campaigns for worldwide brands such as L'Oreal. One such Plaintiff, Melissa Baker, was paid just $3,000 for a L'Oreal photo shoot. Her agreement required that she be paid significantly more if her image was selected and used in an advertising campaign. Moreover, Ms. Baker's consent to the use of her image was granted only for a certain time period. If a client wished to use her image after that time period, a new consent had to be obtained and compensation and other terms had to be agreed to. Ms. Baker learned several years later, however, that her image had been used for several years by L'Oreal in an international advertising campaign that reached multiple countries, including the United States, Poland, Portugal, France, Turkey, and Spain. Defendant Click Model Management, Inc. ("Click"), Ms. Baker's modeling agency, provided consent to the campaign even though Ms. Baker had refused it on the grounds she still had not been paid for the earlier uses of her photograph. Click then failed to pay Ms. Baker the tens of thousands of dollars she was owed in connection with the campaign. Plaintiffs are informed and believe that Defendant Click was compensated by L'Oreal for such reuse of Ms. Baker's image. Ms. Baker never saw a dime of this money.

7. Defendants also regularly deducted significant amounts from the models' paychecks for largely undocumented "expenses." In some instances, these deductions reached 70% of a model's gross earnings within an individual paycheck. For example, in 2014, Plaintiff Grecia Palomares, who had worked for Defendants Wilhelmina Models, Inc. and Wilhelmina

International Ltd (together, "Wilhelmina") several years earlier, received a check from the agency for approximately $300 related to the reuse of her photograph. The check indicated that Ms. Palomares had earned approximately $1,000 in income, but Wilhelmina had deducted $700 for "expenses." However, Wilhelmina provided virtually no supporting detail or documentation for its 70% expense deduction, making it impossible for Ms. Palomares to gauge whether the deduction was accurate and justified. Ms. Palomares was only informed that Wilhelmina deducted $450 dollars from the paycheck for "WRITTEN OFF REVENUES" and another $250 for "APLD BAL WEST ACCT." Wilhelmina provided no explanation of these deductions beyond their opaque labels.

8. Defendants found other ways to exploit their models and deprive them of their earned income. In one prevalent scheme, Defendants would ensure the models had little to no cash to pay for their expenses. Many of the models were young men and women from modest backgrounds who moved to New York without substantial assets or financial resources. When the models needed money, Defendants granted the models "advances" against their next paychecks and charged substantial interest in doing so. The models' subsequent paychecks, reduced by these interest charges and substantial additional "expense" deductions, kept the models in a perpetual state of dependence on Defendants to meet their basic living expenses. This practice is particularly insidious because the models only needed the "advances" in the first place because of Defendants' unlawful practice of not paying a model his or her wages until many months after the work had been performed (if ever).

9. Defendants also exploited the models to improperly divert their earnings by putting them in "model apartments." Many of the models who were starting in the business and who were moving to New York from other states did not have a place to stay in New York, and

being young, without much in means or income, could not qualify for many other housing options. In other cases, models were sent to different locations, such as Miami, for work and needed housing while they were there. Defendants provided such housing where the models stayed until they could obtain more permanent housing or until their assignment at a particular location had ended, but charged the models outrageous amounts for renting these models apartments. For example, Plaintiff Marcelle Almonte was placed in a models apartment in Miami by Defendant MC2 Model and Talent Miami LLC ("MC2"). MC2 charged Ms. Almonte $1,850 per month to stay in this two-bedroom apartment, which she was required to share with ***eight*** other models who had been similarly placed there by MC2. Four models were required to sleep on two bunk beds in each of the two bedrooms, and the ninth model was required to sleep on the couch. Plaintiffs are informed and believe that MC2 charged each of the nine models approximately $1,850 per month to share this two bedroom apartment. A review of listings offered today, reveals that two-bedroom apartments in the same building are being offered for rent at the rate of $2,900 to $3,300 per month, which is $13,350-$13,750 ***less*** than the total monthly rent believed to have been collected by MC2 from its model-tenants.

10. The models, many of whom began work in the business before they turned 18, were largely trapped by these circumstances if they wanted to continue to pursue a career in modeling. The standard modeling contracts Defendants required them to sign were exclusive in a particular geographic area, such as New York. Models who had not been paid their wages for extended periods of time, or who had been paid wages drastically reduced by exorbitant and unauthorized expenses, were forced to continue to work for Defendants so could pay for their daily living expenses in notoriously expensive New York City. Thus, aside from the fortunate few who reached the top of the industry or became "supermodels," the majority of models were

living paycheck to paycheck and were totally dependent on Defendants, thereby stripping them of what little bargaining power they had to begin with.

11. As a result of Defendants' unlawful conduct, models in New York with low bargaining power were frequently paid only a portion of their earned wages, after months' long delays, often only after complaining about non-payment, or were not paid their wages at all. Defendants' pattern and practice of evading applicable wage and hour laws, making unlawful wage deductions, and failing to perform the terms of their contracts resulted in millions of dollars in lost wages and benefits to the models who worked for Defendants, and in millions of dollars of illegal profits for Defendants.

12. Plaintiffs are professional models who bring this action individually and as representatives of all models who were misclassified as independent contractors, were not paid in full (or at all) by Defendants for the use/reuse of their images (or otherwise not compensated in full for their work), and were subject to improper or unauthorized paycheck deductions, from 2001 to the present for Wilhelmina (the "Wilhelmina Class Period"); from 2000 through the present for Next (the "Next Class Period"); from 2005 through the present for Major (the "Major Class Period"); from 1998 through the present for Elite (the "Elite Class Period"); from 2005 through the present for MC2 (the "MC2 Class Period"); and from 2006 through the present for Click (the "Click Class Period") (individually, "Class Period" and collectively, "Class Periods").

13. This action seeks to recover for Plaintiffs, and for similarly situated models, minimum wages, wages currently due, late wages, unlawful deductions, and associated damages pursuant to New York Labor Law ("NYLL"), Article 6, §§ 190 *et seq*. and Article 19, §§ 650 *et seq*. Plaintiffs also seek to recover, on their own behalf and for those similarly situated, monetary damages for conversion based on Defendants' theft of wages and delayed payments.

Plaintiffs also seek to recover, on their own behalf and for those similarly situated, monetary damages for breach of contract, based on Defendants' systemic failure to pay their models all amounts due under their written contracts, the material terms of which Plaintiffs are informed and believe are standard within a particular agency, and within the industry as a whole. In the alternative to their claim for breach of contract, Plaintiffs seek, on behalf of themselves and for those similarly situated, equitable relief for unjust enrichment. Plaintiffs also seek an injunction or other relief pursuant to NYLL § 198, ordering Defendants to remedy their record-keeping violations and failure to furnish the models with accurate wage statements, as well as the Defendants' failure to furnish an explanation of the manner in which the models' wages and expenses were computed, by furnishing Plaintiffs with accurate records, including wage statements and explanations. Finally, Plaintiffs seek an award of interest, costs, and attorneys' fees.

JURISDICTION AND VENUE

14. This Court has personal jurisdiction over the Defendants pursuant to New York Civil Practice Law and Rules ("CPLR") §§ 301 and 302 (a)(1) because Defendants are doing business in the State of New York and the causes of action described herein arise out of the transaction of business within the State of New York.

15. Venue in this Court is proper pursuant to CPLR §§ 503 (a) and (c) because the Defendants' principal place of business is located in New York County.

PARTIES

16. Plaintiff Alex Shanklin is an individual currently residing in the State of Texas. During the Class Period, Mr. Shanklin worked as a professional model with Defendants Wilhelmina and Elite.

17. Plaintiff Louisa Raske is an individual currently residing in the State of Florida. During the Class Period, Ms. Raske worked as a professional model with Defendants Wilhelmina, Next Management, LLC, and Major Model Management Inc..

18. Plaintiff Melissa Baker is an individual currently residing in the State of Ohio. During the Class Period, Ms. Baker worked as a professional model with Defendant Click.

19. Plaintiff Eleni Tzimas is an individual currently residing in the State of California. During the Class Period, Ms. Tzimas worked as a professional model with Defendant Elite Model Management Corporation.

20. Plaintiff Marcelle Almonte is an individual currently residing in the State of Colorado. During the Class Period, Ms. Almonte worked as a professional model with Defendant MC2.

21. Plaintiff Grecia Palomares is an individual currently residing in the State of New York. During the Class Period, Ms. Palomares worked as a professional model with Defendant Wilhelmina.

22. Plaintiff Carina Vretman (sometimes spelled "Wretman") is an individual currently residing in the State of Pennsylvania. During the Class Period, Ms. Vretman worked as a professional model with Defendant Wilhelmina.

23. Plaintiff Michelle Griffin Trotter is an individual currently residing in the State of New Jersey. During the Class Period, Ms. Griffin Trotter worked as a professional model with Defendants Wilhelmina and Click.

24. Plaintiff Vanessa Perron is an individual currently residing in the State of New York. During the Class Period, Ms. Perron worked as a professional model with Defendants Next and MC2.

25. On information and belief, Defendant Wilhelmina Models, Inc. and Wilhelmina International Ltd. (together, "Wilhelmina") are domestic business corporations with their principal place of business in New York, New York. At all relevant times, Wilhelmina was in the business of acting as an agent and manager for professional models.

26. On information and belief, Defendant Elite Model Management Corporation as ("Elite"), is a foreign business corporation, formed under the laws of Delaware, and headquartered in New York. Elite is authorized by the New York Department of State to conduct business in the State of New York and has, at all relevant times, conducted business in the State. At all relevant times, Elite was in the business of acting as an agent and manager for professional models.

27. On information and belief, Defendant MC2 Model and Talent Miami LLC ("MC2") is a foreign limited liability company, formed under the laws of Florida, with its principal place of business in Miami Beach, Florida.

28. Click Model Management, Inc. ("Click"), is a domestic business corporation with its principal place of business in New York, New York. At all relevant times, Click was in the business of acting as an agent and manager for professional models.

29. Next Management, LLC ("Next") is a domestic limited liability company with its principal place of business in New York, New York. At all relevant times, Next was in the business of acting as an agent and manager for professional models.

30. Major Model Management Inc. ("Major") is a domestic business corporation with its principal place of business in New York, New York. At all relevant times, Major was in the business of acting as an agent and manager for professional models.

CLASS ACTION ALLEGATIONS

31. Plaintiffs bring this action on behalf of themselves and as a class action on behalf of all those similarly situated, pursuant to Article 9 of the New York Civil Practice Law and Rules on behalf of the following separate classes that they seek to represent, defined as follows:[1]

The Wilhelmina Class

All persons who entered into modeling contracts with Wilhelmina during the Wilhelmina Class Period who (i) were classified as independent contractors rather than employees, (ii) did not receive compensation for one or more uses and/or reuses of images created as part of their relationship with Wilhelmina; (iii) attended a casting, go-see, meeting, check-in, or test shoot, or performed any other uncompensated work or service at the direction of Wilhelmina; and/or (iv) received a paycheck from Wilhelmina.

The Elite Class

All persons who entered into modeling contracts with Elite during the Elite Class Period who (i) were classified as independent contractors rather than employees, (ii) did not receive compensation for one or more uses and/or reuses of images created as part of their relationship with Elite; (iii) attended a casting, go-see, meeting, check-in, or test shoot, or performed any other uncompensated work or service at the direction of Elite; and/or (iv) received a paycheck from Elite.

The Click Class

All persons who entered into modeling contracts with Click during the Click Class Period who (i) were classified as independent contractors rather than employees, (ii) did not receive compensation for one or more uses and/or reuses of images created as part of their relationship with Click; (iii) attended a casting, go-see, meeting, check-in, or test shoot, or performed any other uncompensated work or service at the direction of Click; and/or (iv) received a paycheck from Click.

The MC2 Class

All persons who entered into modeling contracts with MC2 during the MC2 Class Period who (i) were classified as independent contractors rather than employees, (ii) did not receive compensation for one or more uses and/or reuses of images created as part of their relationship with MC2; (iii) attended a casting, go-see, meeting, check-in, or test shoot, or performed any other uncompensated work or service at the direction of MC2; and/or (iv) received a paycheck from MC2.

[1] Plaintiffs reserve the right to amend all Class definitions at class certification based on additional research, evidence and/or changes in applicable law.

The Next Class

All persons who entered into modeling contracts with Next during the Next Class Period who (i) were classified as independent contractors rather than employees, (ii) did not receive compensation for one or more uses and/or reuses of images created as part of their relationship with Next; (iii) attended a casting, go-see, meeting, check-in, or test shoot, or performed any other uncompensated work or service at the direction of Next; and/or (iv) received a paycheck from Next.

The Major Class

All persons who entered into modeling contracts with Major during the Major Class Period who (i) were classified as independent contractors rather than employees, (ii) did not receive compensation for one or more uses and/or reuses of images created as part of their relationship with Major; (iii) attended a casting, go-see, meeting, check-in, or test shoot, or performed any other uncompensated work or service at the direction of Major; and/or (iv) received a paycheck from Major.

32. The Wilhelmina Class, the Elite Class, the Click Class, the MC2 Class, the Next Class, and the Major Class are referred to collectively herein as the "Classes" unless otherwise identified.

33. Numerosity. Each of the Classes is so numerous that joinder of all members, whether otherwise required or permitted, is impracticable. Upon information and belief, the class members are thousands of models who have been misclassified as independent contractors; who have suffered unlawful paycheck deductions; whose images, portraits, and pictures have been used/reused for advertising and other purposes without appropriate compensation, and who have worked for modeling agencies that have a policy or practice of failing to maintain adequate wage records and of failing to supply adequate wage statements and wage explanations.

34. Commonality. Questions of law or fact exist that are common to the entire class and that predominate over any questions that affect only individual members. These questions include:

- whether Defendants misclassified Plaintiffs and the other members of the Classes as independent contractors;

- whether all or some categories of Defendants' deductions from the wages of Plaintiffs and the other members of the Classes violated New York Labor Law ("NYLL") Section 193, or were otherwise improper or unauthorized;

- whether the Defendants had a policy or practice of failing to pay to their models amounts due for the use/reuse of the models' images;

- whether the Defendants had a policy and/or practice of failing to maintain adequate wage records;

- whether the Defendants had a policy and/or practice of failing to furnish adequate wage statements;

- whether the Defendants had a policy and/or practice of making paycheck deductions on terms that were not fully disclosed to Plaintiffs in advance and were not expressly agreed to in writing by Plaintiffs, or were not for the benefit of the employee as required by NYLL Section 193;

- whether attendance at go-sees (meetings with prospective clients), castings (meetings with prospective clients), meetings with bookers and other employees of Defendants or test shoots was compensable work and/or work that Defendants "suffered or permitted" within the meaning of the NYLL and supporting regulations, including 12 New York Comp. Codes Rules & Regulations § 142-2.14;

- whether the Defendants had a policy and/or practice of delaying payments to Plaintiffs and the members of the Classes;

- whether Defendants are liable for violations of NYLL, including its minimum wage provisions, with respect to their failure to pay earned wages in a timely manner;

- whether the Defendants had a policy and/or practice of not paying Plaintiffs and the members of the Classes their minimum wages as required by the NYLL, including NYLL Section 650, *et seq*;

- whether Plaintiffs and the members of the Classes were "manual workers" or "clerical or other workers" within the meaning of NYLL Section 191; and

- whether Defendants are liable for violations of NYLL with respect to their failure to pay minimum wages and/or earned wages under NYLL Sections 191 and 650, *et seq*.

35. Typicality. The claims of the representative Plaintiffs typify those of the members of the Classes. Plaintiffs and the other members of the Classes have been subject to the same or very similar unlawful policies and practices, and have sustained the same or similar types of damages as a result of Defendants' legal violations.

36. Adequate Representation. The nominative Plaintiffs will fairly and adequately protect the interests of the entire Class, and have retained counsel competent and experienced in complex class actions.

37. Superiority of Class Action. Alternatives are not available that are superior to a class action in terms of insuring a "fair and efficient" adjudication of the controversy.

FACTUAL ALLEGATIONS COMMON TO CLASS MEMBERS

Each Defendant Required The Models To Enter Into Standard Form Contracts

38. Each Defendant had a standard form contract that it required its models to sign. These contracts provided that the Defendants would act as the models' exclusive agents within a defined geographic area. The contracts also provided that Defendants would be responsible for negotiating and entering into agreements with prospective clients for the models' services, collecting and receiving monies on the models' behalf, and approving the use of their models' images and likenesses pursuant to the terms of the written contract.

39. Plaintiffs are informed and believe that while there might have been some differences in the terms of each of the Defendants' standard contracts, the material terms of the contracts were, for the most part, substantially similar to those of the other contracts and that the material terms were standard across the industry as a whole. Plaintiffs are further informed and believe that Defendants required their models to sign these contracts without significantly modifying the terms of the contracts, and that any modification did not significantly change the

terms that were material to these claims. Further, Plaintiffs are informed and believe that in all respects material to these claims, the contract terms remained substantially similar to the terms of the other contracts entered into between Defendants and their respective models.

40. Defendants' contracts with models were typically for a term of two to three years. Plaintiffs are informed and believe that in most cases, the contracts automatically renewed on materially identical terms without any action required or taken by the models. That is, unless the models or the agencies provided advance notice of their intent to terminate, the contracts would renew instead of expiring at the stated end date, either through the operation of an explicit contract term or through the parties' course of conduct. In some instances, however, models were asked to "re-sign" new, written contracts that were identical (or virtually identical) in all material respects to their previous contracts.

Each Defendant Required That Its Models Work Exclusively For That Defendant

41. Defendants included in their modeling contracts exclusivity provisions, which prohibited their models from obtaining work from any other modeling agency or manager within a specified geographic area. Some of the contracts were exclusive as to a particular state, often New York, or to the United States, while others required worldwide exclusivity. For example, a 2005 contract from Defendant MC2 stated that "Manager is honored to be appointed by Talent as Talent's worldwide exclusive personal manager in the fields below." Similarly, a 2003 contract from Defendant Wilhelmina stated that Wilhelmina was to be the model's "sole and exclusive USA Manager."

42. Defendants also prohibited their models from obtaining modeling assignments on their own. Instead, the only modeling work that the models were permitted to do was work they were assigned by the particular Defendant with whom they had signed. If a model was contacted

directly by a prospective client about a project, the model was required to refer the inquiry to his or her Defendant agency. For example, a 2002 Wilhelmina contract provided that a model "agree[d] to seek your counsel in regard to all matters concerning my endeavors in the field of modeling. I shall advise you of all offers of employment submitted to me anywhere in the world with respect to modeling and will refer any inquiries concerning my services to you." Similarly, a 2004 Elite contract stated that a model was required to "forward to us all inquiries and offers made directly to you." The modeling contracts expressly stated that if models booked work without going through their agencies, the models were nevertheless obligated to pay a fee of 20% of the gross sums that the models received. For example, a 2003 contract from Wilhelmina stated that a model would pay the agency 20% "of any and all gross monies or other consideration which I receive as a result of agreements (and any renewals or renegotiations thereof) relating to my modeling throughout the world, which agreements are entered into during the term hereof." Defendants also reiterated these contractual provisions by orally advising their models that they were not permitted to obtain work independently and, if they did so, Defendants could cease representing the model or could or collect their standard agency fees (20%) on whatever work the model procured on his or her own or with another modeling agency.

43. By prohibiting their models from booking their own assignments or working with other agencies within a given geographic region (and sometimes worldwide), each of the Defendants directed and controlled the work that was assigned to each of their respective models.

Each Defendant Directed And Controlled Virtually Every Aspect Of Its Models' Employment

44. Each Defendant exerted significant control over its models' careers, their work assignments, their appearance, and sometimes even their personal lives.

45. Each Defendant negotiated directly with prospective clients concerning the terms and conditions of each modeling assignment, including the rate of pay, the hours to be worked, the location of the assignment, and whether travel expenses would be paid for by the client, etc. Defendants also prohibited the models from participating in these negotiations. Once the terms were agreed upon by Defendants and their respective clients, the assignment was presented to a model as a fait accompli. Defendants labeled models "troublemakers" or "difficult" if they rejected such assignments, and, on information and belief, retaliated against models who turned down assignments, including by not offering the models desirable work in the future. As a result, a model rarely turned down such an assignment even if the terms were not favorable to him or her.

46. Each Defendant specified for its models the details of their assignments, including the location of the assignments, what the models would be paid, the hours they should expect to work, what they should wear, and what they would be expected to do. For example, Plaintiff Marcelle Almonte typically received a daily roster of appointments from Defendant MC2, which booked the schedule without seeking Ms. Almonte's approval or consulting with her concerning the terms or conditions of the assignment. MC2 informed Ms. Almonte of the location and time of each assignment, what she would be expected to do, and the amount she would be paid in gross—although this payment figure sometimes changed after the fact, without her knowledge or consent. Similarly, Defendant Click provided Plaintiff Melissa Baker with a schedule of engagements and did not allow Ms. Baker to negotiate the details of the assignments. Defendants Wilhelmina, Elite, Major, and Next likewise controlled all aspects of the negotiation with clients concerning the terms of the modeling job, and then scheduled castings and bookings for their models on a take-it-or-leave-it basis.

47. Defendants also negotiated with clients and agreed to have some of their models paid "in kind," that is, through clothing, accessories, or other merchandise, rather than in currency, for certain assignments, typically fashion shows. Those decisions were negotiated and controlled by Defendants. Often, the model was not consulted first on what clothes or other in-kind compensation he or she would receive or the value of any such in-kind compensation. In some cases, the model did not even receive the in-kind compensation that was agreed to on his or her behalf, and the particular Defendant who negotiated and agreed to the in-kind compensation did not secure monetary or other compensation to make up for the failure to provide what was originally promised. Moreover, on information and belief, Defendants received compensation for booking the models to work these jobs even though the models themselves received only a few items of clothing or, nothing at all.

48. Each Defendant also was responsible for paying its models for modeling assignments. The models never received paychecks directly from clients, nor did Defendants permit the models to review detailed backup information about the monies that Defendants had collected from clients on their behalf. Thus, the models relied exclusively on Defendants to collect the amount owed to them, and were dependent upon the Defendants to distribute the full and accurate amount that was owed.

49. Each Defendant also restricted its models' communications with clients, instructing the models not to discuss fees with clients and discouraging them from resolving any work problems directly with clients. Instead, Defendants ordered the models to direct all client questions and problems to their respective agencies for resolution. For example, the models were often asked by clients to sign releases or similar documents while on set. Defendants instructed the models not to sign these documents or address them directly with the clients.

Instead, Defendants ordered their models to give the paperwork to Defendants, or ask the client to do so. Defendants then reviewed the documents on behalf of the models, negotiated any changes and, if Defendants chose, signed the documents themselves, typically without informing or consulting the models.

50. Each Defendant also demanded that its models keep it apprised of the models' whereabouts and check in with the Defendant on an ongoing basis. Each Defendant required that its models inform the Defendant whenever they wanted to take a vacation, and required them to "book out" whenever they were unavailable to work, including for short personal appointments like medical visits and lunch dates.

51. Defendants also instructed their models to "drop in" to the modeling agencies in person. Some Defendants required their models to check in personally several times a week, if not daily. During these visits, Defendants often weighed, measured and/or examined the models to ensure they fit the image that Defendant desired.

52. Each Defendant also exercised substantial control over its models' appearance. Each Defendant counseled its models concerning the "look" and physical build they should maintain. Some models were told to do more strength training, others to diet, to get a personal trainer, to gain or lose weight, or to see a dermatologist. Other models were offered referrals to particular plastic surgeons. Defendants also exercised control over their models' hair styles, by forbidding them to cut it or instructing them to cut or style it in a particular way. Some Defendants booked appointments for their models (at the model's expense) to cut their hair, and even spoke to the hairstylist in advance as to the particular cut the Defendant wanted for its model.

53. Each Defendant also controlled the various marketing tools used to promote its models. When the models arrived at assignments and castings, they were required to bring composite cards (photographic calling cards) and lookbooks (portfolios). These promotional materials were stamped with the particular Defendant's name, and the Defendants, not the models, ultimately controlled their format and even decided which of the models' photographs should be included in them. And while Defendants controlled the content of the models' composite cards and lookbooks, the models were charged any related expenses, including printing fees.

Each Defendant Improperly Withheld And Delayed Payments To Its Models

54. Each Defendant was legally obligated to collect from its clients money that was due to its models for the modeling work that they performed. Each Defendant was also required to timely pay its models the amounts they were due for the work they performed. Each Defendant routinely breached these obligations by failing to timely pay its models their earnings and, on some occasions, by not paying them at all.

55. Plaintiffs uncovered numerous instances in which their images were used or reused (both, "usages") without the models' receiving payment from the Defendants. In some cases, Defendants did not pay their models at all, while in others, payment was made belatedly, but only after the models discovered the usage and demanded payment. Because Defendants did not regularly inform their models when their image was being used, particularly when the uses occurred years after the original images were taken (and often after the model and Defendant terminated their relationship), the models had (and still have) no way of knowing if Defendants compensated them for all uses of their images. Instead, they relied on Defendants to properly and honestly account for all usages. Unfortunately, this did not happen.

56. Each Defendant also engaged in a pattern and practice of improperly delaying paying its models for income they had earned. The models were told that the "standard" payment period was 90 days, months longer than what is required under New York wage and hour laws. In many cases, however, Defendants did not even meet their own self-imposed 90-day payment requirement. Defendants regularly waited in excess of six months, if not longer, to pay their models the wages they were due. Even then, Defendants often failed to pay the full amount that was owed, or made improper deductions against the model's earnings.

57. It is impossible for the Plaintiffs to uncover the full extent of Defendants' non-payments and delayed payments without judicial intervention, because each of the Defendants provided its models with inadequate records that concealed the details of the expenses for which the models were charged, and because each of the Defendants rebuffed Plaintiffs' inquiries regarding the non-payments and delayed payments, as well as their requests for additional documentation. Defendants' conduct prevented Plaintiffs from discovering the full extent of the non-payments, and this conduct was the cause of any delay by Plaintiffs in bringing this action to recover payments that were due.

Defendants Made Unlawful Deductions From The Models' Paychecks

58. Each of the Defendants made numerous improper deductions from its models' paychecks, without proper authorization and without providing appropriate documentation or supporting detail, even when requested.

59. Each of the Defendants deducted from its models' earnings numerous charges and expenses, including: commission payments, messenger and mail fees, reimbursement of paycheck advances (with interest), costs for test shoots, online hosting fees, cars service fees and airline tickets. None of the Defendants provided the models with backup detail regarding the

expenses it had deducted from their paychecks. Further, Defendants also failed to comply with procedures required under New York law for paycheck deductions. Consequently, the deductions were unlawful, and the models did not—and, indeed, could not—provide informed consent to them.

60. Making matters worse, each of the Defendants appears to have consistently inflated the amount of the expenses it deducted from its models' wages. For example, Defendants often sent to a client promotional materials for several models. The promotional materials were combined in the same package and, therefore, was subject to one fee for overnight shipping. Rather than divide that fee among the models whose promotional materials were included in the package, Defendants charged each model the full amount of the shipping cost. As a result, each model was forced to pay more than his or her share of shipping costs, with Defendants pocketing the overage.

61. It was impossible for the models to uncover the full extent of the unlawful deductions without Court intervention, because Defendants provided the models with inadequate records that concealed the details of the expenses for which the models were charged, and Defendants repeatedly rebuffed the models' inquiries regarding the charges. For example, many Defendants used internal codes or vague descriptions to denote the nature of expenses, making it difficult for models to gauge whether expenses were justified. When the models inquired about the expenses they were charged, Defendants consistently failed to respond or simply brushed them off.

ALLEGATIONS CONCERNING THE "WILHELMINA" CLASS

62. The "Wilhelmina" Class is represented by Plaintiffs Alex Shanklin, Grecia Palomares, Carina Vretman, Louisa Raske, and Michelle Griffin Trotter, each of whom had a contract with Defendant Wilhelmina during the Class Period.

63. Wilhelmina misclassified these Plaintiffs and other members of the Wilhelmina Class as independent contractors; made improper and unauthorized deductions from their paychecks for largely undocumented "expenses;" and failed to pay them money received by Wilhelmina on their behalf. Upon information and belief, Plaintiffs were not paid in full for the use of their images.

64. In addition, Wilhelmina failed to pay a minimum wage for all hours Wilhelmina required, suffered, or permitted Plaintiffs to work, including for castings, go-sees, meetings, check-ins, test shoots, and/or other work or services performed at Wilhelmina's direction. Wilhelmina also delayed payments to Plaintiffs in violation of minimum wage laws. Upon information and belief, Wilhelmina also failed to implement the payroll deduction procedures required by New York Labor Law, and did not supply Plaintiffs with adequate wage statements or explanations thereof.

65. Mr. Shanklin, Ms. Palomares, Ms. Vretman, Ms. Raske and Ms. Griffin Trotter bring this action in their individual capacities as well as on behalf of all other models who are similarly situated.

Alex Shanklin

66. Alex Shanklin had a contract with Wilhelmina from 2002 until 2004. While working for Wilhelmina, Mr. Shanklin worked on several advertising campaigns for a variety of

major Wilhelmina clients, including J. Crew, Neiman Marcus, Target, Macy's, K-Mart, and others.

Wilhelmina Employed Mr. Shanklin:

67. Wilhelmina employed Mr. Shanklin, although it misclassified him as an independent contractor rather than an employee. Wilhelmina entered into a written modeling contract with Mr. Shanklin that provided for exclusivity in the state of New York. Thus, Wilhelmina expressly prohibited Mr. Shanklin from working with any other modeling manager or agency in New York during the term of his contract. Wilhelmina also prohibited Mr. Shanklin from booking assignments on his own.

68. Wilhelmina exercised substantial control over all aspects of Mr. Shanklin's employment. During his tenure with Wilhelmina, Wilhelmina provided Mr. Shanklin with all of his New York modeling assignments. Wilhelmina also instructed him about the location of the shoots, how much he would be paid, what he would be expected to do, and who the clients were.

69. Mr. Shanklin was not involved in negotiating the details of his modeling assignments, such as the fee; the manner in which his image would be used; the right to reuse or publish his image; or the hours, location, or dates of the jobs. Instead, Wilhelmina negotiated and controlled all those elements of his assignments and presented them to Mr. Shanklin as a fait accompli.

70. Wilhelmina discouraged Mr. Shanklin from turning down assignments, even informing him on one occasion (after Mr. Shanklin refused a job for financial reasons), that Mr. Shanklin shouldn't be surprised if he did not get another job from the client. Wilhelmina also controlled other material aspects of Mr. Shanklin's employment. Wilhelmina, and not clients, provided paychecks to Mr. Shanklin for his work, and Mr. Shanklin had no control over the form

or the timing of these payments. Wilhelmina instructed Mr. Shanklin about things he should or shouldn't alter about his appearance, including his hair and weight, and developing a "six pack." Wilhelmina also required Mr. Shanklin to keep it informed of his whereabouts at all times. Mr. Shanklin was required to tell Wilhelmina when he wanted to take a vacation, and he had to check in with Wilhelmina twice a day – once in the morning and once toward the end of the day -- to confirm his schedule. To the extent any issues or concerns arose during an assignment with a client, Wilhelmina required that it, and not Mr. Shanklin, handle those issues.

Wilhelmina Deducted Numerous "Expenses" From Mr. Shanklin's Paychecks:

71. During the entire time that Mr. Shanklin worked for Wilhelmina, Wilhelmina charged him for expenses by deducting them directly from his paycheck. These charges included fees for the circulation of lookbooks and pictures, FedEx, shipping and messenger fees, interest on wage advances (sometimes described as "check advances," "cash advances," and/or "finance fees"), and test shoots. Wilhelmina did not furnish Mr. Shanklin with supporting documentation or detail for the charges that were deducted from his paycheck, and Mr. Shanklin was not informed beforehand of the precise nature of the charges and the amount that would be deducted. Thus, Mr. Shanklin could not, and did not, provide informed consent for these deductions.

Wilhelmina Delayed And Withheld Mr. Shanklin's Paychecks:

72. During his employment with Wilhelmina, Wilhelmina routinely waited for 45 to 90 days, if not longer, before paying Mr. Shanklin for work he had performed. Wilhelmina informed Mr. Shanklin that a 90-day delay purportedly was "standard."

73. On October 9, 2003, Mr. Shanklin sent Wilhelmina a contract termination letter wherein he specifically did not renew his contract beyond January 2, 2004.

74. After the expiration of his contract with Wilhelmina, in 2006, Mr. Shanklin learned that images of him that had been taken while he was with Wilhelmina, including pictures taken for a Kenneth Cole job, were still being used without his prior knowledge or consent, and without compensation. Wilhelmina had informed Mr. Shanklin that the Kenneth Cole pictures would be used "in store only for a period of two years," and that he would be paid $2,500 for that in-store usage. However, Mr. Shanklin later identified the Kenneth Cole pictures in numerous other locations, including buses and billboards. Mr. Shanklin contacted Wilhelmina to inquire about these and other usages, and to secure the payment that was due him for the use of his image. Wilhelmina never compensated Mr. Shanklin for these usages (or for any subsequent or continued use) of this image.

75. Upon information and belief, Mr. Shanklin has not been paid in full and there are additional usages, domestic and foreign, that are unpaid and due to Mr. Shanklin.

Grecia Palomares

76. Ms. Grecia Palomares had a contract with Wilhelmina from approximately 2004 until 2009.

Wilhelmina Employed Ms. Palomares:

77. Wilhelmina employed Ms. Palomares, although it misclassified her as an independent contractor rather than an employee. Wilhelmina entered into a written modeling contract with Ms. Palomares that provided for exclusivity in the state of New York. Thus, Wilhelmina expressly prohibited Ms. Palomares from working with any other modeling manager or agency in New York during the term of her contract. Wilhelmina also prohibited Ms. Palomares from booking assignments on her own.

78. Wilhelmina exercised substantial control over all aspects of Ms. Palomares' employment. During her tenure with Wilhelmina, Wilhelmina provided Ms. Palomares with all of her New York modeling assignments. Wilhelmina also instructed her about the location of the shoots, how much she would be paid, what she would be expected to do, and who the clients were. Each day, Wilhelmina provided Ms. Palomares with a schedule of her appointments that Wilhelmina had booked for her.

79. Ms. Palomares was not involved in negotiating the terms of her modeling assignments, such as the fee; the manner in which her image would be used; the right to reuse or publish her image; or the hours, location, or dates of the jobs. Instead, Wilhelmina negotiated and controlled all those elements of her assignments, and presented them to Ms. Palomares as a fait accompli.

80. Wilhelmina also controlled other material aspects of Ms. Palomares' employment. Wilhelmina, and not clients, provided paychecks to Palomares for her work with Wilhelmina, and Ms. Palomares had no control over the form or timing of the payments she received. Wilhelmina also ordered Ms. Palomares to alter particular aspects of her appearance, including by instructing her to gain weight. In addition, Wilhelmina required Ms. Palomares to keep the agency informed of her whereabouts at all times. Wilhelmina insisted that Ms. Palomares tell the agency when she wanted to take a vacation, and check in whenever she would be unavailable.

81. To the extent any issues or concerns arose during an assignment, Wilhelmina required that they be handled between Wilhelmina and the client, not Ms. Palomares. In addition, on occasions when Ms. Palomares reported to a shoot and was asked by clients to sign certain documents, such as releases, Wilhelmina instructed Ms. Palomares not to sign the

documents but to send them to Wilhelmina for review and approval. Wilhelmina reviewed and often signed these documents without informing or involving Ms. Palomares.

Wilhelmina Deducted Numerous "Expenses" From Ms. Palomares' Paychecks:

82. During the entire time that Ms. Palomares worked for Wilhelmina, Wilhelmina charged Ms. Palomares for expenses by deducting them directly from her paycheck. These charges included fees for travel, for the circulation of lookbooks and other pictures, charges for composite cards, and fees for maintaining Ms. Palomares' pictures on Wilhemina's website. Wilhelmina did not furnish Ms. Palomares with supporting documentation or detail for the charges that were deducted from her paycheck, and she was not informed beforehand of the exact nature of the charges and the amount that would be deducted. Thus, Ms. Palomares could not, and did not, provide informed consent for these deductions.

Wilhelmina Delayed And Withheld Ms. Palomares' Paychecks:

83. While Ms. Palomares worked for Wilhelmina, Wilhelmina repeatedly failed to pay her timely for money she had earned on modeling assignments secured by Wilhelmina.

84. Ms. Palomares' statements from Wilhelmina reflected that on March 15, 2006 and March 16, 2006, Ms. Palomares' image was captured and used in connection with an advertising campaign for Proctor and Gamble. Upon information and belief, Wilhemina subsequently collected a fee from the client on Ms. Palomares' behalf for her work during the photoshoot and for the use of her image in the advertising campaign. However, Wilhemina did not pay her in full for the use of her image.

85. Ms. Palomares' statements from Wilhelmina reflected that on January 17, 2007, advertising agency Saatchi and Saatchi contracted for the use of Ms. Palomares' image. Upon information and belief, Wilhemina subsequently collected a fee from the client on her behalf for

the use of Ms. Palomares' image by Saatchi and Saatchi. However, Wilhemina did not pay her in full, if at all, for such use.

86. Upon information and belief, there were additional uses of her image, both domestic and foreign, which Wilhelmina negotiated and agreed to with clients, and for which Wilhemina received compensation, but for which Wilhelmina did not pay Ms. Palomares in full (or at all). Compensation for these usages was due and owing to Ms. Palomares.

Carina Vretman

87. The Plaintiff Carina Vretman had a contract with Wilhelmina from approximately 2003 through approximately 2007.

Wilhelmina Employed Ms. Vretman:

88. Wilhelmina employed Ms. Vretman, although it misclassified her as an independent contractor, rather than an employee. Wilhelmina entered into a written modeling contract with Ms. Vretman that provided for exclusivity in the state of New York. Thus, Wilhelmina expressly prohibited Ms. Vretman from working with any other modeling manager or agency in New York during the term of her contract. Wilhelmina also prohibited Ms. Vretman from booking assignments on her own.

89. Wilhelmina exercised substantial control over all aspects of Ms. Vretman's employment. During her tenure with Wilhelmina, Wilhelmina provided Ms. Vretman with all of her New York modeling assignments. Wilhelmina also instructed her about the location of the shoots, how much she would be paid, what she would be expected to do, and who the clients were.

90. Ms. Vretman was not involved in negotiating the details of her modeling assignments, such as the fee; the manner in which her image would be used; the right to reuse or

publish her image; or the hours, location, or dates of the jobs. Instead, Wilhelmina negotiated and controlled all those elements of her assignments, and presented them to Ms. Vretman as a fait accompli.

91. Wilhelmina also controlled other material aspects of Ms. Vretman's employment. Wilhelmina, and not clients, provided paychecks to Ms. Vretman for her work for Wilhelmina, and Ms. Vretman had no control over the timing of the payments she received. Wilhelmina instructed Ms. Vretman about things she should alter or monitor about her physical appearance, including when her hair should be trimmed or its color tweaked. Wilhelmina was responsible for handling any problems or issues that might arise while working for a client. Wilhelmina required Ms. Vretman to keep the agency informed of her whereabouts, including when she wanted to take a vacation and when she would not be available due to medical appointments or other such reasons. Wilhemina required Ms. Vretman to check in every day to obtain her regular schedule, and informed Ms. Vretman of when she should arrive at jobs and what assignments Wilhelmina had booked for her.

Wilhelmina Deducted Numerous "Expenses" From Ms. Vretman's Paychecks:

92. During the entire time that Ms. Vretman worked for Wilhelmina, Wilhelmina charged her for expenses. These charges included fees for travel, for the circulation of lookbooks and pictures, and for test shoots. Wilhelmina deducted expenses directly from Ms. Vretman's paychecks. Wilhelmina did not furnish Ms. Vretman with supporting documentation or detail for the charges that were deducted from her paycheck, and she was not informed beforehand of the precise nature of the charges and the amount that would be deducted. Thus, Ms. Vretman could not, and did not, provide informed consent for these deductions.

Wilhelmina Delayed And Withheld Ms. Vretman's Paychecks:

93. In approximately 2011 or 2012, Ms. Vretman was advised by her former agent that Wilhelmina had money in its possession that had been paid to Wilhelmina for usages related to Ms. Vretman.

94. Ms. Vretman contacted Wilhelmina about these unpaid usages and approximately one year later, within a month after the initial verified class action complaint was filed on November 12, 2012 (index no. 653619/2012), Wilhelmina sent Ms. Vretman a check in the amount of $19,410 for usages that Wilhelmina had received on Ms. Vretman's behalf from 2005 until 2012. Most of the payment was for usages of Ms. Vretman's image by Proctor and Gamble.

95. The substantial delays in these payments, and the fact that they were made only after this lawsuit was filed, raise serious questions as to Wilhelmina's record-keeping practices and whether Wilhelmina retained other funds owed to Ms. Vretman.

96. Upon information and belief, Wilhelmina authorized the use of Ms. Vretman's image and collected fees from its clients in connection with those uses but did not pay Ms. Vretman in full for all those uses, domestic and foreign

Louisa Raske

97. Louisa Raske had a contract with Wilhelmina from 2001 through 2005.

Wilhelmina Employed Ms. Raske:

98. Wilhelmina employed Ms. Raske, although the agency misclassified her as an independent contractor rather than an employee. Wilhelmina entered into a written modeling contract with Ms. Raske that provided for exclusivity in the state of New York. Thus, Wilhelmina expressly prohibited Ms. Raske from working with any other modeling manager or

agency in New York during the term of her contract. Wilhelmina also prohibited Ms. Raske from booking assignments on her own.

99. Wilhelmina exercised substantial control over all aspects of Ms. Raske's employment. During her tenure with Wilhelmina, Wilhelmina provided Ms. Raske with all of her New York modeling assignments. Wilhelmina also instructed her about the location of the shoots, how much she would be paid, what she would be expected to do, and who the clients were.

100. Ms. Raske was not involved in negotiating the terms of her modeling assignments, such as the fee; the manner in which her image would be used; the right to reuse or publish her image; or the hours, location, or dates of the jobs. Instead, Wilhelmina negotiated and controlled all those elements of her assignments, and then presented them to Ms. Raske as a fait accompli.

101. Wilhelmina strongly discouraged Ms. Raske from turning down assignments that it booked for her even if the terms were not favorable, and caused Ms. Raske to fear that if she turned down jobs from Wilhelmina, Wilhelmina would retaliate against her by refusing to promote her for work in the future.

102. Wilhelmina also controlled other material aspects of Ms. Raske's employment. Wilhelmina, not clients, provided paychecks to Ms. Raske for her work with Wilhelmina, and Ms. Raske had no control over the form or the timing of the payments she did receive. Wilhelmina also instructed Ms. Raske about things she should alter or monitor about her physical appearance, including by ordering her to change her hairstyle, weight, and "look." In addition, Wilhelmina required Ms. Raske to keep it apprised of her whereabouts at all times. Ms. Raske was required to inform Wilhelmina when she wanted to take a vacation, and when she

would be unavailable due to doctors' appointments, lunch dates, weekend trips and the like. Wilhelmina also required her to check in twice daily, once in the morning and once in the afternoon.

103. Wilhelmina also directed Ms. Raske about what she should not discuss with clients. For example, Wilhelmina instructed her not to provide clients with her personal information, even if the clients requested it.

Wilhelmina Deducted Numerous "Expenses" From Ms. Raske's Paychecks:

104. During the entire time that Ms. Raske worked for Wilhelmina, Wilhelmina charged her for various fees and expenses. These charges included fees for travel, rent/housing, the distribution of lookbooks and pictures, test shoots, composite cards, booking programs, and FedEx, shipping and messenger fees. Wilhelmina also charged Ms. Raske fees for posting her pictures on its website. These charges were deducted directly from Ms. Raske's paychecks. Ms. Raske received no supporting detail for the expenses she was charged and was not always aware of their exact amount or type before they were deducted from her paycheck. Many of the expenses were overstated. For example, when Wilhelmina charged Ms. Raske for the circulation of lookbooks, Wilhelmina charged her for cost of the entire shipment, even if Ms. Raske was only one of several models with items included in the shipment, and even though Wilhelmina charged each of the other models whose materials were in the shipment for full cost of the shipping fee. Ms. Raske was not informed of the precise nature and amount of these charges before they were deducted from her paycheck, so she did not and could not provide informed consent for such deductions.

Wilhelmina Delayed And Withheld Ms. Raske's Paychecks:

105. Wilhelmina booked Ms. Raske for numerous jobs that involved domestic and foreign usages. For example, Ms. Raske's images were used by Schwarzkopf Hair Care and J.C. Penney, among other of Wilhelmina's clients.

106. Wilhelmina often provided Ms. Raske with belated payments, making it difficult to ascertain what jobs she was being paid for in any given paycheck.

107. On March 8, 2011, Ms. Raske emailed Wilhelmina inquiring about usages of her image and payments for such usages. Ms. Raske provided an updated address to Wilhelmina to insure that she would receive the payments that were due.

108. Upon information and belief, Wilhelmina did not pay Ms. Raske in full (if at all) for usages of her image by various clients of Wilhelmina, including Schwarzkopf Hair Care and J.C. Penney. Upon information and belief, Wilhelmina authorized the use of Ms. Raske's image to these clients and collected fees for such usages, but failed to pay Ms. Raske what she was owed for such usages.

Michelle Griffin Trotter

109. Michelle Griffin Trotter (Ms. Griffin) had a contract with Wilhelmina until approximately 2009.

Wilhelmina Employed Ms. Griffin:

110. Wilhelmina employed Ms. Griffin, although it misclassified her as an independent contractor rather than an employee. Wilhelmina entered into a written modeling contract with Ms. Griffin that provided for exclusivity in the state of New York. Thus, Wilhelmina expressly prohibited Ms. Griffin from working with any other modeling manager or agency in New York during the term of her contract. Wilhelmina also prohibited Ms. Griffin from booking assignments on her own.

111. Wilhelmina exercised substantial control over all aspects of Ms. Griffin's employment. During her tenure with Wilhelmina, Wilhelmina provided Ms. Griffin with all of her New York modeling assignments. Wilhelmina also instructed Ms. Griffin about the location of the shoots, how much she would be paid, what she would be expected to do, and who the clients were.

112. Ms. Griffin was not involved in negotiating the terms of her modeling assignments, such as the fee; the manner in which her image would be used; the right to reuse or publish her image; or the hours, location, or dates of the assignments. Instead, Wilhelmina negotiated and controlled all those elements of her assignments, and presented them to Ms. Griffin as a fait accompli.

113. Wilhelmina also controlled other material aspects of Ms. Griffin's employment. Wilhelmina, and not clients, provided paychecks to Ms. Griffin for her work with Wilhelmina. Wilhelmina also required Ms. Griffin to keep it informed of her whereabouts at all times, and to "book out" when she would be unavailable due to appointments, vacations, doctor's visits and the like. Wilhelmina also restricted what Ms. Griffin could discuss with clients, prohibiting her from discussing fees or other terms of her assignment, and instructing her to let Wilhelmina handle any issues that may arise with a client while on assignment.

Wilhelmina Deducted Numerous "Expenses" From Ms. Griffin's Paychecks:

114. During the entire time that Ms. Griffin worked for Wilhelmina, Wilhelmina charged her for various fees and expenses. These charges included fees for travel, for the circulation of lookbooks and pictures, and for test shoots. Wilhelmina deducted these charges directly from Ms. Griffin's paychecks, without providing supporting documentation. Wilhelmina did not inform Ms. Griffin in advance of the precise nature and amount of all of the

fees and charges that would be deducted from her paycheck and, therefore, Ms. Griffin did not and could not provide informed consent for the deductions.

Wilhelmina Delayed And Withheld Ms. Griffin's Paychecks:

115. Wilhelmina booked Ms. Griffin for numerous jobs that involved domestic and foreign usages. Among these included shoots for Pantene (Proctor and Gamble), Oil of Olay (Proctor and Gamble), Lane Bryant and Hanes.

116. Wilhelmina often provided Ms. Griffin with belated payments that were lacking in detail, making it difficult to ascertain what jobs she was being paid for in any given paycheck.

117. Upon information and belief, Wilhelmina did not pay Ms. Griffin in full (if at all) for usages of her image by various clients of Wilhelmina, including Proctor and Gamble, Hanes, and Lane Bryant. Upon information and belief, Wilhelmina authorized the use of Ms. Griffin's image to these clients and collected fees for such usages, but failed to pay Ms. Griffin what she was owed for such usages.

ALLEGATIONS CONCERNING THE "NEXT" CLASS

118. The "Next" Class consists of Louisa Raske and Vanessa Perron, each of whom had contracts with the Defendant Next. Next misclassified these Plaintiffs, and other members of the Next Class, as independent contractors; made unlawful deductions from their paychecks for largely undocumented "expenses;" and failed to pay to them money received by Next on their behalf. Upon information and belief, Plaintiffs were not paid in full for the use of their images.

119. In addition, Next failed to pay a minimum wage for all hours Next required, suffered, or permitted Plaintiffs to work, including for castings, go-sees, meetings, check-ins, test shoots, and/or other work or services performed at Next's direction. Next also delayed payments to Plaintiffs in violation of minimum wage laws. Upon information and belief, Next also failed

to implement the payroll deduction procedures required by New York Labor Law, and did not supply Plaintiffs with adequate wage statements or explanations thereof.

120. Ms. Raske and Ms. Perron bring this action in their individual capacities and on behalf of all other models who are similarly situated.

Louisa Raske

121. In 1997, Ms. Raske signed a modeling contract with Next for representation in the state of Florida. Ms. Raske was 16 years old in 1997 when she signed with Next. In 2000, Ms. Raske signed a contract with Next for representation in the state of New York. Next ended its representation of Ms. Raske in 2001.

Next Employed Ms. Raske:

122. Next employed Ms. Raske, although it misclassified her as an independent contractor rather than an employee. Next entered into a written modeling contract with Ms. Raske that provided for exclusivity in the state of New York. Thus, Next expressly prohibited Ms. Raske from working with any other modeling manager or agency in New York during the term of her contract. Next also prohibited Ms. Raske from booking assignments on her own.

123. Next exercised substantial control over all aspects of Ms. Raske's employment. During her tenure with Next, Next provided Ms. Raske with all of her New York modeling assignments, instructing her about the location of the shoots, how much she would be paid, what she would be expected to do, and who the clients were.

124. Ms. Raske was not involved in negotiating the terms of her modeling assignments, such as the fee; the manner in which her image would be used; the right to reuse or publish her image; or the hours, location, or dates of the jobs. Instead, Next negotiated and

controlled all those elements of her assignments, and presented them to Ms. Raske as a fait accompli.

125. Next strongly discouraged Ms. Raske from turning down jobs, causing Ms. Raske to believe that if she turned down jobs, Next would be less likely to promote her for work in the future.

126. Next also controlled other material aspects of Ms. Raske's employment. Next, and not clients, provided paychecks to Ms. Raske for her work, and Ms. Raske had no control over the form or the timing of these payments. Next also ordered Ms. Raske to alter or monitor various aspects of her physical appearance, including by instructing her to change her hairstyle, weight, and "look." In addition, Next required Ms. Raske to inform it of her whereabouts, including when she wanted to take a vacation, and when she would be unavailable due to doctors' appointments, lunch dates, weekend trips and the like. Next also required Ms. Raske to check in twice daily, once in the morning and once in the afternoon.

127. Next also restricted what Ms. Raske could discuss with clients, prohibiting her from discussing fees or other terms of her assignment, and instructing her to let Next handle any issues that may arise with a client while on assignment.

Next Deducted Numerous "Expenses" From Ms. Raske's Paychecks

128. During the entire time that Ms. Raske worked for Next, Next charged her for expenses by deducting them directly from her paycheck. These charges included fees for travel, rent/housing, the circulation of lookbooks and pictures, test shoots, composite cards, booking programs, and FedEx and messenger fees. Next also charged her a fee for maintaining her pictures on its website. Next did not furnish Ms. Raske with supporting detail or documentation for the expenses she was charged. Many of the expenses were overstated. For example, when

Next charged Ms. Raske for the circulation of lookbooks, it charged her for the cost of the entire shipment, even if Ms. Raske was only one of several models with items included in the shipment, and even though Next charged each of the other models whose materials were included the full cost of the shipping fee. Next did not inform Ms. Raske of the precise nature and amount of these charges before they were deducted from her paycheck, so Ms. Raske did not, and could not, provide informed consent for such deductions.

Next Delayed And Withheld Ms. Raske's Paychecks:

129. Next often sent Ms. Raske belated payments that were lacking in detail, making it difficult to ascertain what jobs she was being paid for in any given paycheck.

130. Among the modeling assignments that Next booked for Ms. Raske was a job for L'Oreal, which resulted in Ms. Raske's image being used on L'Oreal hair boxes.

131. In about June 2012, Ms. Raske was in a CVS store in Miami, Florida, when she discovered her image on the shelf, on a box for L'Oreal's hair color product. The image on the hair color box was one of Ms. Raske that had been taken during a booking years earlier when Ms. Raske worked for Next.

132. Ms. Raske was shocked to see that her image on the box was still being used to sell the L'Oreal hair color product because she had never been advised by Next that the use of the image had been extended beyond the term for which Ms. Raske initially agreed and for which Ms. Raske had received payment. Ms. Raske had not consented to, nor had she received payment for, any subsequent use of her image in connection with the L'Oreal hair color campaign. In fact, Ms. Raske had not had any communications with Next since 2009.

133. In April 26, 2012, after fortuitously discovering that her image was still being used on a L'Oreal box, Ms. Raske contacted Next to inquire about the unauthorized usage. Next claimed in response that it had tried to contact her in 2010 to send her a check for the usages.

134. Until 2012, Ms. Raske was unaware of the usages, and at no time had she consented to the usages. Ms. Raske asked Next for an account statement, which Next did not furnish (and, as of this date, still has not furnished).

135. When Ms. Raske last spoke with Next in 2006, Next disclosed only that it had received domestic usage payments for the L'Oreal box.

136. Ms. Raske decided to investigate further, particularly with regard to the possibility of foreign usages. Ms. Raske remembered that during the casting process, Raske was sent to McCann, an advertising agency, and she decided to contact McCann directly. Ms. Raske requested and received a statement from McCann, which revealed that there were numerous foreign usages of her image in connection with the L'Oreal hair color box. Ms. Raske had not consented to or received compensation for these foreign usages of her image. Accordingly, Ms. Raske contacted Next on June 22, 2012 and confronted it with copies of these statements. It was only then that Next sent Ms. Raske a responsive email regarding the potential foreign usages, stating that "[w]e are going to look into things from our end".

137. Having been caught red-handed, Next then admitted to Ms. Raske that it owed her money. Next indicated that it wanted to speak with Ms. Raske. Ms. Raske replied that she would be happy to speak with Next when she could do so intelligently—after Next furnished her with a complete account statement and Ms. Raske was able to compare it to the statements from McCann.

138. The breakdown that Ms. Raske received from Next on June 28, 2012 clearly demonstrated that Next hid foreign usages from Ms. Raske, and likely from other models. The statement reflected that in 2004, Next received payment for Australia /New Zealand usage renewals in connection with the use of Ms. Raske's image on the L'Oreal hair color box, and that in 2005 Next received payment for Asia and Australia/New Zealand usage renewals in connection with the use of Ms. Raske's image on the L'Oreal hair color box . However, Next did not disclose these payments to Ms. Raske, nor did it remit any portion of these payments to Ms. Raske upon receipt by Next. Rather, Next did not make any payment to Mr. Raske for these usages until Ms. Raske learned of the usages and confronted Next about them and demanded payment.

139. In 2006, when it contacted Ms. Raske, Next never disclosed that it had also received payments for any foreign usage renewals in 2004 and 2005, nor had it compensated Ms. Raske for such foreign usage renewals.

140. As a result of these events in 2012, Next sent Ms. Raske approximately $31,000.

141. After Ms. Raske belatedly received the money, years after it was due, she continued to demand an account statement from Next. Once again Next refused to furnish Ms. Raske a statement of her account. Instead, on August 13, 2012, a Next representative sent Ms. Raske an email stating that "[t]here is no statement available for you, as all of your jobs have been paid."

142. To this day, Next has never furnished the account statement to which Ms. Raske is unquestionably entitled, including under the New York Labor Law. Moreover, the breakdown furnished by Next only dealt with jobs for L'Oreal and was limited to confirming the statement Ms. Raske had obtained from McCann. This is not the account statement that Ms. Raske

requested and to which she is absolutely entitled. Among other things, without a complete and accurate account statement, Ms. Raske cannot determine whether Next owes her money for jobs performed for other Next clients.

143. Further, in order for Next to have received payment from the billing company that processed payments on behalf of McCann or other clients, a signed W-4 from Ms. Raske would have been required. On information and belief, billing companies required that Defendants provide them with a signed W-4 before they would pay Defendants for work performed by models. However, in this case Ms. Raske never signed a W-4 for the usage, even though payment was made to Next. Ms. Raske subsequently learned that her signature had been forged on the W-4 that was submitted to obtain payment for the usages. She later obtained a copy of the W-4 containing her forged signature.

144. Upon information and belief, Next did not pay Ms. Raske in full for usages of her image by L'Oreal on its hair color boxes. Upon information and belief, Next authorized the use of Ms. Raske's image to its client, L'Oreal, and collected fees for such usages, but failed to pay Ms. Raske what she was owed for such usages.

145. Upon information and belief, Ms. Raske was not paid in full and there were other usages, both domestic and foreign, that Next agreed and for which clients paid Next, but for which Next did not pay Ms. Raske..

Vanessa Perron

146. Vanessa Perron had a contract with Next from 2002 through approximately 2009 or 2010.

Next Employed Ms. Perron:

147. Next employed Ms. Perron, although it misclassified her as an independent contractor rather than an employee. Next entered into a written modeling contract with Ms. Perron that provided for worldwide exclusivity for three years, and in the United States thereafter. Thus, Next expressly prohibited Ms. Perron from working with any other modeling manager or agency in those territories during the term of her contract. Next also prohibited Ms. Perron from booking assignments on her own.

148. Next exercised substantial control over all aspects of Ms. Perron's employment. During her tenure with Next, Next provided Ms. Perron with all of her New York modeling assignments. Next also instructed her about the details of her assignments, including the location of the shoots, how much she would be paid, and what she would be expected to do.

149. Ms. Perron was not involved in negotiating the terms of her modeling assignments, such as the fee; the manner in which her image would be used; the right to reuse or publish her image; or the hours, location, or dates of the jobs. Instead, Next negotiated and controlled all those elements of her assignments, and presented them to Ms. Perron as a fait accompli.

150. Next discouraged Ms. Perron from turning down jobs, causing Ms. Perron to believe that if she turned down jobs, Next would be less likely to promote her for work in the future.

151. Next also controlled other material aspects of Ms. Perron's employment, and even her personal life. Next, and not its clients, provided paychecks to Ms. Perron for her work. In addition, Perron was sometimes paid for work "in kind" (for example, with articles of clothing), rather than with monetary compensation. Next negotiated this form of the compensation with its clients and advised Ms. Perron that the jobs would involve payment in kind. Ms. Perron felt she

had no choice but to accept these jobs. Next would label models who turned down work "annoying girls" and not push them for jobs in the future. In addition, Next frequently told its models that they should wear nice clothing and needed the exposure associated with fashion shows, for which many designers compensated models in kind. Typically, this form of payment involved just a few items of clothing, not an entire wardrobe. In addition, Next instructed Ms. Perron about numerous things she should alter or monitor about her physical appearance. For example, Next instructed Ms. Perron that she should have a procedure to make her thighs slimmer (and even offered to recommend a facility to provide this service), along with instructing her that she should lose weight, change her hair, dress differently, and work out more.

152. Next also exerted substantial control over Ms. Perron's schedule. It required Ms. Perron to inform Next of her whereabouts, including when she wished to take a vacation. In addition, Next required Ms. Perron to "book out" whenever she would be unavailable for any reason, including appointments, doctors' visits, and the like.

153. Next also restricted what Ms. Perron could discuss with clients, prohibiting her from discussing fees or other terms of her assignment, and instructing her to let Next handle any issues that might arise with a client while on assignment. Also, whenever clients asked Ms. Perron to sign releases or similar documents during shoots, Next instructed Ms. Perron not to sign the documents but to forward them to Next for its review and approval.

Next Deducted Numerous "Expenses" From Ms. Perron's Paychecks:

154. During the entire time that Ms Perron worked for Next, the agency charged her for expenses by deducting them directly from her paycheck . These charges included significantly inflated rental charges for a so-called "models apartment." Ms. Perron was also charged for travel, the circulation of lookbooks and pictures, website fees (to maintain her

pictures on Next's website), listings on ModelWire (an online portfolio system), and instances in which Next directed Ms. Perron to get her hair done. Upon information and belief, Next also charged Ms. Perron the full amount of any messenger or shipping fee associated with a shipment for numerous models. Next provided Ms. Perron with only minimal, and insufficient, supporting detail for these expenses. Next did not inform Ms. Perron of the precise nature and amount of each of these charges in advance, and, therefore, Ms. Perron did not, and could not, provide informed consent for the deductions.

155. Next also reduced the amounts that Ms. Perron was paid for work after she performed the work and without her prior knowledge and consent. For example, for an assignment with Harper's Baazar Australia, Ms. Perron was required to travel to Australia for a photoshoot. When she agreed to the assignment, Next informed her that the magazine would pay for her airfare. However, after she had completed the assignment, Ms. Perron discovered that Next had deducted the amount of her airfare from her payment. She was never reimbursed for this charge.

Next Delayed And Withheld Ms. Perron's Paychecks:

156. Next failed to pay Ms. Perron for the use of her image by agency clients in connection with jobs booked by Next. In one such instance, Ms. Perron did a shoot for Ports International, a Canadian fashion house. In 2006 and again in 2007, friends discovered glossy posters of Ms. Perron from this campaign on display in China. In 2007, a friend sent Ms. Perron a photograph of her image, stating: "You are still in China." Ms. Perron had never been paid for the use of her photograph in China.

157. In April 2006 and again in April and August 2007, Ms. Perron contacted Next about the unpaid usage, but Next did not send her a payment for the usage.

158. On about May 2007, Ms. Perron received an email from a Next accountant in response to her inquiry concerning unpaid usages. The email is in French. Translated to English, it threatens that it will cost Ms. Perron more money to sue for these and other unpaid usages than she would recover in litigation. Next never provided any payment for these usages.

159. On another occasion, Ms. Perron found her picture in a book about American fashion history. The picture was from a magazine shoot Ms. Perron had done in New York City while working for Next. Next never paid Ms. Perron for the use of her photograph in the book.

160. Upon information and belief, Next did not pay Ms. Perron in full for the re-usages of her image alleged above. Upon information and belief, Next authorized the use of Ms. Perron's image to its clients and collected fees for such usages, but then failed to pay Ms. Perron what she was owed for those usages.

161. Upon information and belief, Ms. Perron was not paid in full and Next agreed to additional usages, both domestic and foreign for which clients paid Next but for which Next never paid Ms. Perron.

ALLEGATIONS CONCERNING THE "MAJOR" CLASS

162. The Major Class consists of Louisa Raske, who had a contract with Major. Major misclassified Ms. Raske as an independent contractor; made unlawful deductions from her paychecks for largely undocumented "expenses;" and failed to pay to Ms. Raske money received by Major on Ms. Raske's behalf. Upon information and belief, Ms. Raske was not paid in full for the use of her images.

163. In addition, Major failed to pay a minimum wage for all hours Major required, suffered, or permitted Ms. Raske to work, including for castings, go-sees, meetings, check-ins, test shoots, and/or other work or services performed at Major's direction. Major also delayed payments to Ms. Raske in violation of minimum wage laws. Upon information and belief, Major

also failed to implement the payroll deduction procedures required by New York Labor Law, and did not supply Ms. Raske with adequate wage statements or explanations thereof.

164. Ms. Raske brings this action in her individual capacity and on behalf of all other models who are similarly situated.

Major Employed Ms. Raske:

165. Ms. Raske had a contract with Major from about 2005 until 2006.

166. Major employed Ms. Raske, although it misclassified her as an independent contractor rather than an employee. Major entered into a written modeling contract with Ms. Raske that provided for exclusivity in the state of New York. Thus, Major expressly prohibited Ms. Raske from working with any other modeling manager or agency in New York during the term of her contract. Major also prohibited Ms. Raske from booking assignments on her own.

167. Major exercised substantial control over all aspects of Ms. Raske's employment. During her tenure with Major, Major provided Ms. Raske with all of her New York modeling assignments. Major also instructed her about the details of these assignments, including the location of the shoots, how much she would be paid, what she would be expected to do, and who the clients were.

168. Ms. Raske was not involved in negotiating the terms of her modeling assignments, such as the fee; the manner in which her image would be used; the right to reuse or publish her image; or the hours, location, or dates of the jobs. Instead, Major negotiated and controlled all those elements of her assignments, and presented them to Ms. Raske as a fait accompli.

169. Major also controlled other material aspects of Ms. Raske's employment. Major, and not clients, provided paychecks to Ms. Raske for her work, and Ms. Raske had no control

over the form or the timing of the payments she received. Major instructed Ms. Raske about things she should alter or monitor about her physical appearance, including advising her to change her hairstyle, weight, and "look." In addition, Major required Ms. Raske to inform it of her whereabouts, including when she wanted to take a vacation, and when she would be unavailable due to doctors' appointments, lunch dates, weekend trips and the like. Major also required her to check in twice daily, once in the morning and once in the afternoon.

170. Major also required Ms. Raske to carry a composite card and lookbook provided to her by Major. Major also restricted what Ms. Raske could discuss with clients, prohibiting her from discussing fees or other terms of her assignment, and instructing her to let Major handle any issues that may arise with a client while on assignment.

Major Deducted Numerous "Expenses" From Ms. Raske's Paychecks:

171. During the entire time that Ms. Raske worked for Major, Major charged her for expenses by deducting them directly from her paycheck. These charges included fees for travel, rent/housing, the circulation of lookbooks and pictures, test shoots, website fees, composite cards, booking programs, and FedEx and messenger fees. Many of the expenses were overstated. For example, when Major charged Ms. Raske for the circulation of lookbooks, Major charged her for cost of the entire shipment, even if Ms. Raske was only one of several models with items included in the shipment, and even though Major charged each of the other models whose materials were in the shipment for full cost of the shipping fee. Major did not inform Ms. Raske of the precise nature and amount of these charges before they were deducted from her paycheck, so Ms. Raske did not, and could not, provide informed consent for such deductions.

Major Delayed And Withheld Ms. Raske's Paychecks:

172. Major often provided Ms. Raske with belated payments that were lacking in detail, making it difficult to ascertain what jobs she was being paid for in any given paycheck.

173. Upon information and belief, Major received payments on Ms. Raske's behalf for the use of her image by Major's clients, but Major has not paid Ms. Raske in full (if at all) for such uses.

174. A March 2011, email to Ms. Raske from the Director of Women for Major, Elizabeth Gubitosi, clearly explained the common payment practice in the modeling industry: that usage payments continued to go to the agency that originally booked a model, regardless of whether the agency still represented that model:

> As for the L'Oreal contract- since the original job was done through Major, additional bonuses and usages will always come to us. It has always been that way for any campaign, advertising job or any contract job a model does while represented by Major. L'Oreal uses a grid for additional usages-we never know which usage they will pick up until they inform us.

175. Upon information and belief, Major did not pay Ms. Raske in full for usages of her image by L'Oreal. Upon information and belief, Major authorized the use of her image to its client, L'Oreal, and collected fees for such usages, but then failed to pay Ms. Raske what she was owed for those usages

176. Upon information and belief, Ms. Raske was not paid in full and there were additional usages, both domestic and foreign, that were agreed to by Next, and for which clients paid Next, but for which Next did not pay Ms. Raske.

ALLEGATIONS CONCERNING THE "ELITE" CLASS

177. The "Elite" Class consists of Eleni Tzimas and Alex Shanklin, both of whom had contracts with the Elite. Elite misclassified Ms. Tzimas and Mr. Shanklin as independent contractors; made unlawful deductions from their paychecks for largely undocumented

"expenses;" and failed to pay them for money received by Elite on their behalf. Upon information and belief, Ms. Tzimas and Mr. Shanklin were not paid in full for the use of their images.

178. In addition, Elite failed to pay a minimum wage for all hours Elite required, suffered, or permitted Ms. Tzimas and Mr. Shanklin to work, including for castings, go-sees, meetings, check-ins, test shoots, and/or other work or services performed at Elite's direction. Elite also delayed payments to Ms. Tzimas and Mr. Shanklin in violation of minimum wage laws. Upon information and belief, Elite also failed to implement the payroll deduction procedures required by New York Labor Law, and did not supply Ms. Tzimas and Mr. Shanklin with adequate wage statements or explanations thereof.

179. Ms. Tzimas and Mr. Shanklin bring this action in their individual capacities and on behalf of all other models who are similarly situated.

Eleni Tzimas

180. Eleni Tzimas had a contract with Elite from approximately 1998 to 2005.

Elite Employed Ms. Tzimas:

181. Elite employed Ms. Tzimas, although it misclassified her as an independent contractor rather than an employee. Elite entered into a written modeling contract with Tzimas that provided for exclusivity in the state of New York. Thus, Elite expressly prohibited Ms. Tzimas from working with any other modeling manager or agency in New York during the term of her contract. Elite also prohibited Ms. Tzimas from booking assignments on her own.

182. Elite exercised substantial control over all aspects of Tzimas's employment. During her tenure with Elite, Elite provided Ms. Tzimas with all of her New York modeling assignments. Elite also instructed her about the details of her assignments, including the location

of the shoots, how much she would be paid, what she would be expected to do, and who the clients were.

183. Ms. Tzimas was not involved in negotiating the terms of her modeling assignments, such as the fee; the manner in which her image would be used; the right to reuse or publish her image; or the hours, location, or dates of the jobs. Instead, Elite negotiated and controlled all those elements of her assignments, and presented them to Ms. Tzimas as a fait accompli.

184. Elite regularly instructed Ms. Tzimas not to turn down jobs. For example, when Ms. Tzimas did not want to accept an assignment, her Elite booker asked her, "Eleni, do you want to work?" This led Ms. Tzimas to believe that Elite would not promote her for other assignments if she turned down any jobs.

185. Elite also controlled other material aspects of Ms. Tzimas's employment, and even her personal life. Elite, and not clients, provided paychecks to Ms. Tzimas for her work. Elite also imposed multiple rules on Ms. Tzimas, including prohibiting her from cutting her hair and requiring her to maintain a particular weight. Elite required Tzimas and other models to be photographed in bathing suits multiple times per year so that Elite could monitor their weight and figure. Elite also required of its models, including Ms. Tzimas, that they should not stay out late or show up tired to assignments, and that they should not have piercings or tattoos. Elite also arranged for specific models, including Ms. Tzimas, to attend dinners and other social events attended by famous persons, such as Donald Trump, in furtherance of their careers.

186. Elite also restricted what Ms. Tzimas could discuss with clients, prohibiting her from discussing fees or other terms of her assignment, and instructing her to let Elite handle any issues that may arise with a client while on assignment.

187. Elite controlled Ms. Tzimas's schedule. Elite required that Ms. Tzimas inform it when she wished to take a vacation, and required her to "book out" whenever she would be unavailable for assignment even for short periods, such as when she had a doctor's appointment.

Elite Deducted Numerous "Expenses" From Ms. Tzimas's Paycheck:

188. During the entire time that Ms. Tzimas worked for Elite, Elite charged her for expenses by deducting them directly from her paycheck. These charges included fees for travel, the circulation of lookbooks and pictures, composite cards, and test shoots. Many of these expenses were overstated. For example, when Elite charged Ms. Tzimas for the circulation of lookbooks, Elite charged her for cost of the entire shipment, even if Ms. Tzimas was only one of several models with items included in the shipment, and even though Elite charged each of the other models whose materials were in the shipment for full cost of the shipping fee. Elite did not inform Ms. Tzimas of the precise nature and amount of these charges before they were deducted from her paycheck, so Ms. Tzimas did not, and could not, provide informed consent for such deductions.

Elite Delayed And Withheld Ms. Tzimas's Paychecks:

189. Elite often sent Ms. Tzimas belated payments that were lacking in detail, making it difficult to ascertain what jobs she was being paid for in any given paycheck.

190. Ms. Tzimas is informed and believes that Elite has received payments on her behalf for the use of her image by Elite's clients, but that Elite has not paid Ms. Tzimas in full (if at all) for such uses.

191. On May 8, 2013, seven months after the complaint was filed in *Raske v. Next Management, LLC*, Index No. 653619/2012, and five months before this action was filed, an employee of Elite sent Ms. Tzimas an email stating: "Hope all is well. Elite is updating its

systems and we've come across some funds for you." Tzimas wrote back to Elite and requested electronic and paper copies of her account statement, but Elite never responded.

192. Later, on or about July 17, 2013, Elite generated a document for Ms. Tzimas evidencing that: (a) Elite made an agreement with "Proctor and Gamble Headquarters" that beginning on January 1, 2013, Ms. Tzimas's image would be re-used for "RE- LAUNCH packing re-use"; (b) Elite sent "Proctor and Gamble Headquarters" an invoice for this re-use on April 12, 2013; (c) Elite received $7,200 from "Proctor and Gamble Headquarters" for "RE-LAUNCH packing re-use" on June 12, 2013; and (d) Elite deducted $1,440.00 as its commission and sent a net payment to Ms. Tzimas. Unfortunately (and customarily) the statement described above offers no further details.

193. Ms. Tzimas likely had other unpaid usages from Elite. For example, Ms. Tzimas's statements from Elite reflected usages for L'Oreal on January 28, 2008. However, Ms. Tzimas never received additional usage payments from L'Oreal.

194. Upon information and belief, Elite did not pay Ms. Tzimas in full for usages of her image by L'Oreal. Upon information and belief, Elite authorized the use of Ms. Tzimas' image to its client, L'Oreal, and collected fees for such usages, but then failed to pay Ms. Tzimas what she was owed for those usages.

195. Upon information and belief, Ms. Tzimas was not paid in full and there were additional usages, both domestic and foreign, that were agreed to by Elite, and for which clients paid Elite, but for which Elite did not pay Ms. Tzimas.

Alex Shanklin

196. Alex Shanklin entered into a contract with Elite in 2004 and left Elite in 2005.

Elite Employed Mr. Shanklin:

197. Elite employed Mr. Shanklin, although it misclassified him as an independent contractor rather than an employee. Elite entered into a written modeling contract with Mr. Shanklin that provided for exclusivity in the state of New York. Thus, Elite expressly prohibited Mr. Shanklin from working with any other modeling manager or agency in New York during the term of his contract. Elite also prohibited Mr. Shanklin from booking assignments on his own.

198. Elite exercised substantial control over all aspects of Mr. Shanklin's employment. During his tenure with Elite, Elite provided Mr. Shanklin with all of his New York modeling assignments. Elite also instructed him about the details of his assignments, including the location of the shoots, how much he would be paid, what he would be expected to do, and who the clients were.

199. Mr. Shanklin was not involved in negotiating the terms of his modeling assignments, such as the fee; the manner in which his image would be used; the right to reuse or publish his image; or the hours, location, or dates of the jobs. Instead, Elite negotiated and controlled all those elements of his assignments, and presented them to Mr. Shanklin as a fait accompli.

200. During his time with Elite, Elite strongly discouraged Mr. Shanklin from turning down jobs. Elite also controlled other material aspects of Mr. Shanklin's modeling work. Elite, and not clients, provided paychecks to Mr. Shanklin, and Mr. Shanklin had no control over the form or the timing of these payments. Elite instructed Mr. Shanklin about things he should or should not alter about his appearance, including his hair and weight, and developing a "six pack." Elite also required Mr. Shanklin to keep it informed of his whereabouts at all times, including when he wanted to take a vacation. Elite also required him to check in twice a day – once in the morning and once toward the end of the day to confirm his schedule. To the extent

any issues or concerns arose during an assignment, Elite required that it, and not Mr. Shanklin, handle those issues.

Elite Deducted Numerous "Expenses" From Mr. Shanklin's Paychecks:

201. During the entire time that Shanklin worked with Elite, Elite charged him for expenses by deducting them directly from his paycheck. These charges included fees for travel, the circulation of lookbooks and pictures, FedEx fees, messenger expenses, "loans to repay," and test shoots. Elite did not furnish Mr. Shanklin with supporting documentation or detail for the charges that were deducted from his paycheck, and he was not informed beforehand of the precise nature of the charges and the amount that would be deduced. Thus, Mr. Shanklin could not, and did not, provide informed consent for these deductions.

Elite Delayed And Withheld Mr. Shanklin's Paychecks:

202. During his time with Elite, Mr. Shanklin sometimes did not receive a paycheck until 30-45 days after he completed a modeling assignment.

203. Upon information and belief, Mr. Shanklin was not paid in full and there were additional usages, both domestic and foreign, paid by clients to Elite on Mr. Shanklin's behalf, which Elite has not paid to Mr. Shanklin .

ALLEGATIONS CONCERNING THE "MC2" CLASS

204. The "MC2" Class consists of Marcelle Almonte and Vanessa Perron, both of whom had contracts with MC2. MC2 misclassified Ms. Almonte and Ms. Perron as independent contractors; made unlawful deductions from their paychecks for largely undocumented "expenses;" and failed to pay them money received by MC2 on their behalf. Upon information and belief, Ms. Almonte and Ms. Perron were not paid in full for the use of their images.

205. In addition, MC2 failed to pay a minimum wage for all hours MC2 required, suffered, or permitted Ms. Almonte and Ms. Perron to work, including for castings, go-sees,

meetings, check-ins, test shoots, and/or other work or services performed at MC2's direction. MC2 also delayed payments to Ms. Almonte and Ms. Perron in violation of minimum wage laws. Upon information and belief, MC2 also failed to implement the payroll deduction procedures required by New York Labor Law, and did not supply Ms. Almonte and Ms. Perron with adequate wage statements and explanations thereof.

206. Ms. Almonte and Ms. Perron bring this action in their individual capacities and on behalf of all other models who are similarly situated.

Marcelle Almonte

207. Plaintiff Marcelle Almonte was represented by the Defendant MC2 from approximately 2005 until 2006, when she left MC2 because she was not receiving payment for her work. At the time, Ms. Almonte was ill and had no health insurance, and left New York to recover at home in the Dominican Republic.

MC2 Employed Ms. Almonte:

208. MC2 employed Ms. Almonte, although it misclassified her as an independent contractor rather than an employee. MC2 entered into a written modeling contract with Ms. Almonte that provided for exclusivity in the state of New York. Thus, MC2 expressly prohibited Ms. Almonte from working with any other modeling manager or agency in New York during the term of her contract. MC2 also prohibited Ms. Almonte from booking assignments on her own, and barred Ms. Almonte from accompanying friends to castings unless MC2 had scheduled them for her

209. MC2 exercised substantial control over all aspects of Ms. Almonte's employment. During her tenure with MC2, MC2 provided Ms. Almonte with all of her New York modeling assignments. MC2 also instructed her about the location of the shoots and what she would be

expected to do. (MC2 sometimes also informed Ms. Almonte of how much she would be paid. However, these payment figures sometimes changed after the fact, without Ms. Almonte's knowledge or consent.)

210. Ms. Almonte was not involved in negotiating the details of her modeling assignments, such as the fee; the manner in which her image would be used; the right to reuse or publish her image; or the hours, location, or dates of the jobs. Instead, MC2 negotiated and controlled all those elements of the assignments, and then presented them to Ms. Almonte as a fait accompli. To the extent any issues or concerns arose during an assignment, MC2 required that it, and not Ms. Almonte, handle those issues. MC2 also strongly encouraged Ms. Almonte and other models to attend social events in the evening as a means of helping to represent the agency and to book bigger jobs.

211. MC2 also controlled other material aspects of Ms. Almonte's employment. MC2, and not clients, provided paychecks to Ms. Almonte for her work, and Ms. Almonte had no control over the timing of these payments. Almonte was occasionally paid for work "in kind," through clothing and accessories instead of money. MC2 would agree on Ms. Almonte's behalf that she would accept in-kind payments for her services. In some instances, these in-kind payments substituted for overtime pay during shoots that lasted longer than expected.

212. MC2 controlled Ms. Almonte's schedule. MC2 provided Ms. Almonte with a daily roster of her appointments, which it had often booked without consulting Ms. Almonte. MC2 required Ms. Almonte to tell it when she wanted to take a vacation, and ordered her to inform it ahead of time whenever she would be unavailable to work. In addition, MC2 required Almonte to stop by in person whenever possible, preferably at least once per day. MC2 telephoned Ms. Almonte on those days when she did not stop by in person.

213. MC2 ordered Ms. Almonte to alter or monitor multiple things about her physical appearance and demeanor, and told her that if she presented herself poorly, it would reflect badly on MC2. MC2 ordered Ms. Almonte to work out more, to watch her "love handles," and to lose weight. MC2 also measured and weighed Ms. Almonte on a regular basis. It instructed Ms. Almonte when she should visit a salon to get her hair cut or her nails done. On these occasions, MC2 chose the salon and booked the appointment, and then required Ms. Almonte to pay for the hair cut or manicure it had ordered her to obtain.

214. MC2 demanded that Ms. Almonte attend and pay for numerous "test shoots" during the modeling season in Miami Beach, ostensibly to build her portfolio of resort pictures. MC2 prohibited Ms. Almonte from choosing the photographers for any of these shoots. If a photographer offered to take her picture for free, MC2 required Ms. Almonte to turn over the photographer's name for approval by MC2. MC2 then deducted the charges for these sessions from Ms. Almonte's paychecks.

MC2 Deducted Numerous "Expenses" From Ms. Almonte's Paychecks:

215. During the entire time that Ms. Almonte worked for MC2, MC2 charged her for expenses by deducting them directly from her paycheck. These charges included fees for housing, test shoots, the circulation of lookbooks and pictures, couriers, and composite card printing. MC2 did not furnish Ms. Almonte with supporting documentation or detail for the charges that it deducted from her paychecks, and did not inform her beforehand of their precise nature and amount. MC2 did not itemize the expenses and refused to provide Ms. Almonte with additional detail when Ms. Almonte requested it. When Ms. Almonte did ask for additional backup regarding the paycheck deductions, she noticed that MC2 booked fewer jobs for her in

the days that followed her demands. Thus, Ms. Almonte could not, and did not, provide informed consent for these deductions.

216. MC2 also grossly inflated some of the fees it charged Ms. Almonte. For example, Ms. Almonte lived in a "models apartment" provided by MC2 for two Miami Beach modeling seasons, which runs from October to March. MC2 charged her $1,850 each month to live in the apartment. The apartment had two bedrooms, but MC2 required her to share it with eight other models. On information and belief, each of the models paid MC2 $1,850 per month in rent, so that the total monthly rent paid by the models to MC2 was $16,650. MC2 deducted these payments directly from the models' paychecks. Based on listings available at this time, two-bedroom apartments in the same building are being offered for rent in June 2015 for between $2,900 to $3,300 per month.

MC2 Delayed And Withheld Ms. Almonte's Paychecks:

217. MC2 booked Ms. Almonte for numerous jobs that involved domestic and foreign usages. Among those jobs were jobs for Clairol and Crest (Proctor and Gamble) and L'Oreal.

218. Ms. Almonte routinely waited five to six months to receive paychecks from MC2 for the work she had performed. When she inquired about these delays, MC2 informed her that clients such as Proctor and Gamble had yet not remitted payment for her work. At one point, MC2 failed to give Ms. Almonte a paycheck for *eight months.*

219. Ms. Almonte was one of the 28 models listed in the McCann documents furnished to Ms. Raske prior to the initial class action complaint in this matter, index no. 653619/2012. The McCann documents reflected typical usage renewal contracts between McCann and MC2 and other agencies for L'Oreal usage renewals involving usage of Ms. Almonte's image.

220. In 2002 or 2003, Ms. Almonte booked a job for L'Oreal. Her image was used on a L'Oreal hair color box and appeared in subsequent television commercials for L'Oreal, even though Ms. Almonte was never contacted to approve the use of her image in the commercials. Ms. Almonte was never compensated for these usages. Upon information and belief, these television commercials continued to run as late as 2012, including on the cable channel Lifetime.

221. In 2005, Ms. Almonte booked a Crest Whitestrips commercial. Ms. Almonte was informed that the commercial played repeatedly in the Midwest. However, she never received payment for these usages.

222. Upon information and belief, MC2 did not pay Ms. Almonte in full (if at all) for usages of her image by various clients of MC2, including L'Oreal and Crest.

223. Upon information and belief, there were additional usages of Ms. Almonte's images, both domestic and foreign, which MC2 negotiated and agreed to with clients, and for which clients provided MC2 with compensation, but for which MC2 did not pay Ms. Almonte.

Vanessa Perron

224. Plaintiff Vanessa Perron had a contract with Defendant MC2 from approximately 2011 until 2015.

MC2 Employed Ms. Perron:

225. MC2 employed Ms. Perron, although it misclassified her as an independent contractor rather than an employee. MC2 entered into a written modeling contract with Ms. Perron that provided for exclusivity in the United States. Thus, MC2 expressly prohibited Ms. Perron from working with any other modeling manager or agency in the United States during the term of her contract. MC2 also prohibited Ms. Perron from booking assignments on her own.

226. MC2 exercised substantial control over all aspects of Ms. Perron's employment. During her tenure with MC2, MC2 provided Ms. Perron with all of her New York modeling assignments. MC2 also instructed her about the location of the shoots, how much she would be paid, and what she would be expected to do.

227. Ms. Perron was not involved in negotiating the details of her modeling assignments, such as the fee; the manner in which her image would be used; the right to reuse or publish her image; or the hours, location, or dates of the jobs. Instead, MC2 negotiated and controlled all those elements of the assignments, and presented them to Ms. Perron as a fait accompli.

228. Ms. Perron did not feel free to reject assignments after MC2 presented them to her, including non-paying assignments such as test shoots for which Ms. Perron would be charged expenses. For example, on one occasion Ms. Perron refused to work with a photographer on a test shoot because Ms. Perron did not like the photographer's work. MC2 indicated that it was not happy with Ms. Perron's refusal. Ms. Perron believes her actions affected her ability to obtain work with MC2 in the future.

229. MC2 also exerted substantial control over Ms. Perron's schedule. MC2 required Ms. Perron to inform MC2 of her whereabouts, including when she wished to take a vacation. MC2 also required her to "book out" whenever she would be unavailable for any reason, including appointments, doctors' visits, and the like.

230. MC2 also controlled other material aspects of Ms. Perron's employment. MC2, and not clients, provided paychecks to Ms. Perron for her work with MC2. In addition, MC2 ordered Ms. Perron to change multiple things about her physical appearance. For example, MC2

told Perron to lose weight and to alter her clothing. To the extent any issues or concerns arose during an assignment, MC2 required that it, and not Ms. Perron, handle those issues.

MC2 Deducted Numerous "Expenses" From Ms. Perron's Paychecks:

231. During the entire time that Ms. Perron worked for MC2, it charged her for expenses by deducting them directly from her paycheck. These charges included fees for housing, travel, ModelWire (an online portfolio system), the circulation of lookbooks and pictures, printing of composite cards, and the hair salon trips that MC2 required of her. Ms. Perron received minimal supporting detail for these expenses. Although MC2 provided Ms. Perron with some information about expenses she might be charged, MC2 did not inform Ms. Perron of the precise nature and amount of each of these charges in advance, and it deducted expenses that were not authorized by law. Therefore, the charges were unlawful, and Ms. Perron did not, and could not, provide informed consent for the charges.

MC2 Delayed And Withheld Ms. Perron's Paychecks:

232. During her time with MC2, it was Ms. Perron's experience that MC2 did not pay her for work until weeks after the work was completed, if not longer.

233. Upon information and belief, MC2 had a policy and/or practice of delaying payment for modeling work that was completed, and unlawfully delayed payments to Ms. Perron for work she had completed.

ALLEGATIONS CONCERNING THE "CLICK" CLASS

234. The "Click" Class is represented by Plaintiffs Melissa Baker and Michelle Griffin Trotter ("Griffin"), each of whom had a contract with the Defendant Click during the Class Period.

235. Click misclassified these Plaintiffs and other members of the Click Class as independent contractors; made improper and unauthorized deductions from their paychecks for

largely undocumented "expenses;" and failed to pay them money received by Click on their behalf. Upon information and belief, Plaintiffs were not paid in full for the use of their images.

236. In addition, Click failed to pay a minimum wage for all hours Click required, suffered, or permitted Ms. Baker and Ms. Griffin to work, including for castings, go-sees, meetings, check-ins, test shoots, and/or other work or services performed at Click's direction. Click also delayed payments to Ms. Baker and Ms. Griffin in violation of minimum wage laws. Upon information and belief, Click also failed to implement the payroll deduction procedures required by New York Labor Law, and did not supply Plaintiffs with adequate wage statements or explanations thereof.

237. Ms. Baker and Ms. Griffin bring this action in their individual capacities as well as on behalf of all other models who are similarly situated.

Melissa Baker

238. Plaintiff Melissa Baker was with Click until 2010, when she left New York to move back to Ohio because Click was not paying her for her work. During her tenure with Click, Click booked Ms. Baker for work with a variety of its major clients, including L'Oreal and Sports Illustrated, which named Ms. Baker the 2008 Swimsuit Rookie of the Year.

Click Employed Ms. Baker:

239. Click employed Ms. Baker, although it misclassified her as an independent contractor rather than an employee. Click entered into a written modeling contract with Ms. Baker that provided for exclusivity in the state of New York. Thus, Click expressly prohibited Ms. Baker from working with any other modeling manager or agency in New York during the term of her contract. Click also prohibited Ms. Baker from booking assignments on her own. Click required Ms. Baker to turn over any names of clients and photographers who approached

Baker about working together. Click then took a commission on any assignments that stemmed from the inquiries that Ms. Baker had fielded.

240. Click exercised substantial control over all aspects of Ms. Baker's employment. During her tenure with Click, Click provided Ms. Baker with all of her New York modeling assignments. Click also instructed her of the location of the shoots, how much she would be paid, and what she would be expected to do.

241. Ms. Baker was not involved in negotiating the details of her modeling assignments, such as the fee; the manner in which her image would be used; the right to reuse or publish her image; or the hours, location, or dates of the jobs. Instead, Click negotiated and controlled all elements of the assignments and presented them to Ms. Baker as a fait accompli.

242. During her time with Click, it strongly discouraged Ms. Baker from turning down assignments, and Baker believed that Click would become angry with her if she refused work.

243. Click also controlled other material aspects of Ms. Baker's employment. Click, and not clients, provided paychecks to Ms. Baker for her work, and Ms. Baker had no control over the form or the timing of these payments. Click also agreed with clients that certain jobs assigned to Ms. Baker would provide for payment "in kind" (for example, through clothing and accessories), rather than through monetary compensation. Ms. Baker was not a party to these negotiations, and was not given the option to be paid in dollars rather than merchandise. Ms. Baker sometimes did not receive the "payments" of clothing and accessories that she was promised for this type of work and, therefore, was never compensated for her work. Click also demanded that it handle any problems or issues that might arise while working for a client. For instance, Click instructed Ms. Baker not to sign any documents that clients presented to her

during assignments, but to bring the materials directly to Click for review. Click then handled these documents, often without further input from Ms. Baker.

244. Click provided Ms. Baker a list of items to bring to castings and other assignments. Click "trained" Ms. Baker about how to style her hair, and about skin care, body hair removal, body weight, and exercise. Click also required Ms. Baker to keep Click informed of her whereabouts at all times, demanding that Ms. Baker tell Click when she wished to take a vacation, and instructing her to "book out" whenever she was unavailable. Click also required that Ms. Baker visit Click in person three times a week, unless she was away on assignment or otherwise out of town.

245. Click measured and weighed Ms. Baker when she went to Click's offices for these required visits. Click also used the visits to order Ms. Baker to change or monitor various aspects of her physical appearance. For example, Click repeatedly told Ms. Baker that her hips were too wide and that she should lose weight. Once, Click instructed Ms. Baker to visit a dermatologist because she had developed a blemish. Click also examined Ms. Baker's clothing and told her that she should not wear clothing that Click had disapproved of. Click told Ms. Baker that it required these things because its models "represented" Click.

246. Click also monitored Ms. Baker's personal life. While she was modeling, Ms. Baker had a boyfriend who was serving in the military in Afghanistan. At one point, Click advised Ms. Baker that if she wanted to advance her career, she should dump her boyfriend and replace him with an A-list celebrity or professional athlete.

Click Deducted Numerous "Expenses" From Ms. Baker's Paychecks

247. During the entire time that Ms. Baker worked for Click, Click charged her for expenses by deducting them directly from her paycheck. These charges included fees for travel,

circulation of lookbooks and pictures, postage, and test shoots. Click did not furnish Ms. Baker with supporting documentation or detail for the charges that were deducted from her paycheck, and did not inform Ms. Baker ahead of time of the precise nature of the charges and the amounts that would be deducted. Thus, Ms. Baker could not, and did not, provide informed consent for these deductions.

Click Delayed And Withheld Ms. Baker's Payments

248. While she was represented by Click, Click booked Ms. Baker for numerous assignments that involved domestic and foreign usages. Among her assignments were Sports Illustrated, Maxim, Express, Nautica, Macy's, Newport News, Danier, GQ, FHM, Timberland, A&F, Cosmopolitan Magazine, Ralph Lauren, a Vogue jewelry advertisement, and L'Oreal. Click withheld payments from Ms. Baker for numerous jobs, including for L'Oreal, Sports Illustrated, Vogue, Maxim, and others.

249. When Ms. Baker began modeling for Click, her daily rate was $700. This rate rose rapidly to $1,500, and then to $3,000. For some campaigns, such as campaigns for clothing lines like Express, Ms. Baker was paid as much as $10,000 for shoots.

250. However, Click provided Ms. Baker with no more than a handful of paychecks for $5,000 or more. Click provided Ms. Baker with so little of the modeling income she earned that her father, a machinist from Ohio, was forced to pay for groceries for Baker's apartment.

251. On multiple occasions, Ms. Baker discovered that she had been paid less than Click had promised her for various jobs. For instance, although Click had informed her when she was given an assignment that she would receive $10,000 for the job, Ms. Baker discovered months later when Click finally paid her that Click paid her only $7,000 or $8,000 for the job, before deducting expenses.

252. Click prevented Ms. Baker from building the records she could have used to prove these discrepancies. Click informed Ms. Baker that because she was a star model, it would take care of tracking her bookings and the payments she was owed. Click then failed to provide Ms. Baker with supporting records for her modeling work.

253. During the time that Ms. Baker worked for Click, Click booked her on a job for L'Oreal, involving a campaign for a L'Oreal hair color product. Click told Ms. Baker that she would be paid a fee for the initial booking, and then again for any subsequent "usages" of her image. Click also told Ms. Baker that if L'Oreal extended a usage to a new geographic area such as Europe or Asia, Ms. Baker would receive additional compensation.

254. Click paid Ms. Baker $3,000 (before deducting for expenses) for the initial photo shoot with L'Oreal, but it never paid her for any subsequent usages, even though she repeatedly saw her picture on L'Oreal hair color boxes in the United States. For example, Ms. Baker has seen her image on the L'Oreal hair color box in a television commercial and on a L'Oreal hair color box in a Giant Eagle grocery store.

255. Ms. Baker's mother, who helped her manage her career, wrote to Click to inquire about these usages, none of which had been paid, but Click did not respond.

256. Additionally, Ms. Baker has learned of numerous international usages of the L'Oreal hair color box containing Ms. Baker's image. In November 2012, after this lawsuit was filed, Click sent Ms. Baker an email stating that L'Oreal wished to "renew" usages for Ms. Baker's L'Oreal hair color box for France, Spain, Portugal, Turkey and Eastern Europe. Click offered to renew the usages for $7,500, well below the prevailing rate for L'Oreal hair color boxes. Because Ms. Baker had never received payment for any "initial" usages in those markets, let alone renewals, she asked someone to write back to Click on her behalf and request payment

for the initial use of her image. In the message, consent was not provided by Ms. Baker for the continued use of her image. Click never responded to this message. Subsequently, a friend of Ms. Baker's found one of the L'Oreal boxes for sale in a store in Turkey. This suggested that Click had consented to the L'Oreal renewal *after* it failed to obtain Ms. Baker's consent. Since that time, Ms. Baker's image has been identified on L'Oreal boxes sold at least in Poland, Portugal, France, Turkey, and Spain. Ms. Baker has never been paid for any of these usages.

257. On another occasion, while still working for Click, Ms. Baker requested that Click pay her the last of three $10,000 installment payments she was owed for a booking with Sports Illustrated. Click delayed making the payments. and ultimately failed to send Ms. Baker the money she was owed. Ms. Baker continued to inquire about the missing payments. Eventually, Click stopped scheduling her for jobs. Ms. Baker had been extremely busy until this time, and found it suspicious that her work had suddenly disappeared. A photographer then informed Ms. Baker's mother that he had wanted to use Ms. Baker for a job, but that Click had told him Ms. Baker was completely booked and unavailable for work. Click had offered to book a different model for the job. At the time, Ms. Baker had no modeling work. Shortly after this incident, Ms. Baker quit the modeling business and returned home to Akron, Ohio.

258. Upon information and belief, Click did not pay Ms. Baker in full (if at all) for usages of her image by various Click clients. Upon information and belief, Click authorized the use of Ms. Baker's image, clients paid Click for those uses, but Click failed to pay Ms. Baker what she was owed.

Michelle Griffin Trotter

259. Michelle Griffin Trotter (Griffin) had a contract with Click from approximately 2009 until approximately 2010.

Click Employed Ms. Griffin:

260. Click employed Ms. Griffin, although it misclassified her as an independent contractor rather than an employee. Click entered into a written modeling contract with Ms. Griffin that provided for exclusivity in the state of New York. Thus, Click expressly prohibited Ms. Griffin from working with any other modeling manager or agency in New York during the term of her contract. Click also prohibited Ms. Griffin from booking assignments on her own.

261. Click exercised substantial control over all aspects of Ms. Griffin's employment. During her tenure with Click, Click provided Ms. Griffin with all of her New York modeling assignments. Click also instructed her about the location of the shoots, how much she would be paid, what she would be expected to do, and who the clients were.

262. Ms. Griffin was not involved in negotiating the details of her modeling assignments, such as the fee; the manner in which her image would be used; the right to reuse or publish her image; or the hours, location, or dates of the jobs. Instead, Click negotiated and controlled all those elements of her assignments, and presented them to Ms. Griffin as a fait accompli.

263. Click also controlled other material aspects of Ms. Griffin's employment. Click, and not clients, provided paychecks to Ms. Griffin for her work, and Ms. Griffin had no control over the form or the timing of these payments. To the extent any issues or concerns arose during any assignment, Click required that it, and not Ms. Griffin, handle those issues. Click also required Ms. Griffin to keep it informed of her whereabouts, and demanded that she inform Click if she would be unavailable to work.

Click Deducted Numerous "Expenses" From Ms. Griffin's Paychecks:

264. During the entire time that Ms. Griffin worked with Click, Click charged her for expenses by deducting them directly from her paycheck. These charges included fees for travel, for the circulation of lookbooks and pictures, and for test shoots. Ms. Griffin was not informed beforehand of the precise nature of the charges and the amount that would be deducted. Therefore, Ms. Griffin could not, and did not, provide informed consent for these deductions.

Click Delayed And Withheld Ms. Griffin's Paychecks:

265. Click booked Ms. Griffin for numerous jobs that involved domestic and foreign usages. Among Ms. Griffin's shoots were Dark and Lovely.

266. Click informed Ms. Griffin that it had a policy of paying models within 90 days for the work they had performed. However, Ms. Griffin's experience, the payment time was often longer.

267. On information and belief, Click often delayed paying models for work they had performed until after a model confronts Click about the nonpayment. For example, Ms. Griffin had not received payment from Click for the work she had performed on behalf of Click client Dark and Lovely. It was not until after Ms. Griffin contacted Click to inquire about the nonpayment that Click finally paid her. Given Click's failure to pay until pressed, Ms. Griffin believed that Click might have withheld other amounts that were due and owed to her.

268. Upon information and belief, Click did not pay Ms. Griffin in full for usages of her image by various Click clients, including Dark and Lovely.

269. Upon information and belief, Click adopted a policy of delaying and withholding payments to models and of deliberately hiding its practices through opaque record-keeping and the refusal to respond to inquiries about non-payments.

270.

EQUITABLE TOLLING, FRAUDULENT CONCEALMENT, AND CONTINUING VIOLATIONS

271. Plaintiffs and the members of the Classes did not discover and could not discover through the exercise of reasonable diligence the existence of the legal violations and causes of action alleged herein until shortly before the commencement of this action.

272. Since the start of the Class Periods, Defendants have committed continuing legal violations, including of the New York Labor Law, with each violation resulting in monetary and other injury to Plaintiffs and the members of the Classes.

273. Defendants' violations of their contractual obligations and the New York Labor Laws were kept secret through a variety of means. Defendants maintained opaque financial records and refused to provide adequate responses to the models' inquiries about their accounts. Defendants also prohibited Plaintiffs from negotiating the terms of their assignments or from communicating with clients concerning fees and payments, thereby preventing Plaintiffs from learning the full details of how and where their images would be used. In addition, Defendants did not tell Plaintiffs they were delaying payments they had received from clients, were making unlawful or improper deductions from the Plaintiffs' paychecks, or were engaging in the other unlawful practices alleged herein.

274. Plaintiffs, many of whom were young and legally inexperienced during the Class Periods, justifiably relied upon the Defendants' conduct, believing Defendants' job was to represent Plaintiffs' best interests. Further, due largely to Defendants' conduct, Defendants had no means of verifying the payroll statements they had received from Defendants were accurate and complete.

275. As a result of Defendants' conduct, Plaintiffs and the members of the Classes were unaware of the unlawful conduct and causes of action alleged herein and did not know that they were not receiving all of the funds they were owed until shortly before the commencement of this action.

FIRST CAUSE OF ACTION
(Failure To Pay A Minimum Wage, New York Labor Law Article 19)

276. Plaintiffs re-allege and incorporate by reference all allegations in the preceding paragraphs.

277. Pursuant to New York Labor Law ("NYLL") Section 652, "Every employer shall pay to each of its employees for each hour worked a wage of not less than . . . $5.15 on and after March 31, 2000, $6.00 on and after January 1, 2005, $6.75 on and after January 1, 2006, $7.15 on and after January 1, 2007. . . or, if greater, such other wage as may be established by federal law pursuant to 29 U.S.C. 206 or its successors, or such other wage as may be established in accordance with the provisions of this article." According to The New York State Department of Labor Statistics, the minimum wage amounts for subsequent years are $7.25 on and after July 24, 2009, $8.00 on and after December 31, 2013, $8.75 on and after December 31, 2014, and $9.00 on and after December 31, 2015.

278. During the Class Periods, Plaintiffs and each of the members of the Classes, were employees of their respective Defendant modeling agencies, and Defendants were employers or joint employers of the models in their respective Classes within the meaning of NYLL Sections 190, 650, 651, and 652, and the supporting New York State Department of Labor Regulations.

279. Defendants violated, and continue to violate, applicable New York Labor Laws and the supporting New York State Department of Labor Regulations by failing to pay Plaintiffs

and the other members of the Classes all of the minimum wages to which they are or were entitled under the NYLL.

280. As alleged above, during the Class Periods, Defendants have engaged in a widespread pattern, policy, and/or practice of violating applicable New York Labor Laws. Defendants' unlawful pattern, policies and practices include: (i) misclassifying Plaintiffs and the members of the Classes as independent contractors rather than employees, (ii) failing to pay them the minimum wage for all hours that Defendants required, suffered or permitted them to work, including performing modeling services on "go-sees," castings, test shoots, and/or required meetings with the modeling agencies, and (iii) deliberately delaying payment of earned wages for months at a time, or not paying them at all, in violation of minimum wage laws.

281. The foregoing conduct, as alleged, constitutes a willful violation of the NYLL Section 650 *et seq* and the supporting New York State Department of Labor Regulations.

282. Plaintiffs, on behalf of themselves and the members of the Classes, seek damages in the amount of their respective unpaid wages, reasonable attorney's fees and costs of the action, interest, and such other legal and equitable relief as the Court deems proper.

SECOND CAUSE OF ACTION
(Failure To Pay Wages Due, New York Labor Law, Article Six)

283. Plaintiffs re-allege and incorporate by reference all allegations in the preceding paragraphs.

284. Pursuant to Article Six of the NYLL, workers, such as Plaintiffs and the members of the Classes, are protected from wage underpayments and improper employment practices.

285. During the Class Periods, Plaintiffs and each of the members of the Classes, were employees of their respective Defendant modeling agencies, and Defendants were employers or

joint employers of the models in their respective Classes within the meaning of NYLL Sections 190, 651, and 652, and the supporting New York State Department of Labor Regulations.

286. During the Class Periods, Plaintiffs and the members of the Classes were "clerical or other workers" or "manual workers" within the meaning of NYLL Sections 190 and 191.

287. As a general rule, NYLL Section 191 requires that employers pay manual workers "weekly and not later than seven calendar days after the end of the week in which the wages are earned." Although Section 191 permits certain employers to pay manual workers less frequently than weekly, it provides that such employers must still pay their manual workers "not less frequently than semi-monthly." Section 191 also requires that employers pay employees who are classified as clerical or other workers "in accordance with the agreed terms of employment, but not less frequently than semi-monthly, on regular pay days designated in advance by the employer." Section 191 further mandates that "[n]o employee shall be required as a condition of employment to accept wages at periods other than as provided in this section."

288. Defendants have repeatedly and willfully violated Section 191, and the supporting New York State Department of Labor regulations, by failing to pay the Plaintiffs and members of the Classes weekly, or in accordance with the terms of their agreements, or even semi-monthly. Rather, during the Class Periods, Defendants routinely delayed for months at a time before paying Plaintiffs and the other members of the Classes the wages that they earned and were due for their modeling assignments, and sometimes, failed to pay them at all. In many cases, although the paychecks were long overdue, Defendants did not pay the Plaintiffs and members of the Classes until after receiving repeated requests from the Plaintiffs and other members of the Class for a paycheck.

289. Plaintiffs and members of the Classes are still owed their unpaid wages, as Defendants have failed to pay all earned wages that are due and owing to Plaintiffs and the members of the Classes.

290. As a result of Defendants' repeated violations of NYLL Section 191, Plaintiffs and the members of the Classes are entitled to recover damages in the amount of their respective unpaid wages, as well as reasonable attorney's fees and costs of the action, interest, and such other legal and equitable relief as the Court deems proper.

THIRD CAUSE OF ACTION
(Unlawful Wage Deductions in Violation of NYLL Section 193)

291. Plaintiffs re-allege and incorporate by reference all allegations in the preceding paragraphs.

292. During the Class Periods, Plaintiffs and each of the members of the Classes, were employees of their respective Defendant modeling agencies, and Defendants were employers or joint employers of the models in their respective Classes within the meaning of NYLL Sections 190, 651, and 652, and the supporting New York State Department of Labor Regulations.

293. Section 193 of the NYLL governs the deductions that employers, including Defendants, may make from employee wages. Section 193 prohibits employers from deducting any amounts from employee wages except deductions that are authorized by law, or are that expressly authorized in writing by the employee and are for the employee's benefit. Even where an employee authorizes deductions, Section 193 states that "[s]uch authorized deductions shall be limited to payments for insurance premiums, pension or health and welfare benefits, contributions to charitable organizations, payments for United States bonds, payments for dues or assessments to a labor organization, and similar payments for the benefit of the employee." Moreover, employers are prohibited from making "any charge against wages, or [requiring] an

employee to make any payment by separate transaction unless such charge or payment is permitted as a deduction from wages under [Section 193 (1)]."

294. As employers of Plaintiffs and the members of the Classes, Defendants were bound by the wage deduction provisions of NYLL Section 193, and the supporting New York State Department of Labor Regulations.

295. Defendants have willfully and/or intentionally violated Section 193 by improperly deducting from the wages of Plaintiffs and members of the Classes amounts that were not permitted by law or by any rule or regulation issued by any governmental agency.

296. Defendants further willfully and/or intentionally violated Section 193 by improperly deducting from the wages of Plaintiff and members of the Classes amounts that were not properly authorized by, nor made for the benefit of, Plaintiffs or the members of the Classes.

297. Defendants' widespread pattern and practice of making improper wage deductions included deductions for (i) interest on wage advances, (ii) above-market apartment leases, (iii) airline tickets, (iv) car services, (v) messengers, (vi) shipping charges, (vii) website hosting fees, and (viii) various other charges. These deductions were not authorized by applicable law or government agency regulation. Likewise, these deductions were not properly authorized, if authorized at all, by the Plaintiffs or members of the Classes. Even if such deductions had been authorized by the models (which they weren't) and even if they were arguably for the benefit of the models (which they weren't), they were still unlawful because Section 193 only permits employee authorized deductions "for insurance premiums, pension or health and welfare benefits, contributions to charitable organizations, payments for United States bonds, payments for dues or assessments to a labor organization, and similar payments for the benefit of the employee."

298. A deduction is deemed authorized by the employee if it is agreed to between the employer and the employee and if it is set forth in an agreement " that is express, written, voluntary, and informed." 12 New York Codes Rules and Regulations ("NYCRR") Section 195-4.2. An authorization will not be considered "informed" unless the "employee is provided with written notice of all terms and conditions of the deduction, its benefit and the details of the manner in which deductions shall be made." *Id*. Moreover, written notice must be provided to the employee before he or she executes the initial authorization, before any wage deduction is made. Also, an additional notice must be given to an employee if any change in the amount of the deduction is to be made, or if there will be a substantial change in the benefits of a deduction. *Id*.

299. Here, any purported authorizations provided by Plaintiffs or the members of the Classes was not informed, and thus not effective, because Defendants failed to provide proper notice of the nature or amount of the deductions. Indeed, Plaintiffs and members of the Classes were not informed before executing any initial authorization, and before any deduction was made, of all of the terms or conditions of the deductions to be charged, their benefits to Plaintiffs and members of the Classes, and/or the details of the manner in which the deductions would be made. Thus, any authorizations obtained from Plaintiffs or members of the Classes was not informed and, consequently, is not effective, pursuant to 12 NYCRR Section 195-4.2.

300. To the contrary, Plaintiffs and the members of the Classes typically were unaware of the type and amount of the deductions that would be made against their wages until after the deductions were made. Even then, Defendants failed to provide supporting documentation or detail to explain or substantiate the deductions.

301. Defendants' deductions, including but not limited to those for interest on wage advances, for above-market housing fees, for and shipping and website fees, were not authorized by NYLL Section 193 and the supporting New York State Department of Labor Regulations. For example, 12 NYCRR Section 195-5.2 expressly prohibits deducting from wages any interest charged on an advance of wages: "***Any provision of money which is accompanied by interest***, fee(s) or a repayment amount consisting of anything other than the strict amount provided, ***is not an advance, and may not be reclaimed through the deduction of wages***. (Emphasis added.) Moreover, Defendants improperly deducted the amount of the advance from the wages of Plaintiffs and the members of the Classes because, upon information and belief, they did not comply with the requirements of 12 NYCRR Section 195-5.2, including obtaining proper authorization and implementing proper dispute resolution procedures. Defendants also failed to comply with various other legal requirements for payroll deductions, including that certain forms of deductions be capped for each pay period, and that employees be provided with access to information detailing individual expenditures within these categories of deductions. *See* NYLL Section 193. Similarly, Defendants' charges for shipping and other such administrative fees were improper because an employer may not charge its employees for the employer's administrative costs. *See* 12 NYCRR Section 195-4.5. Likewise, cramming seven to nine models in a two bedroom models apartment and charging them significantly more than market rates to rent that apartment could hardly be deemed to be a benefit to an employee, particularly where the employer was making a profit at the employee's expense. As Section 195-4.3 explains: "deductions that result in financial gain to the employer at the expense of the employee call into question whether the deduction provides a benefit to the employee." Accordingly,

Defendants were not authorized to deduct such housing expenses from the paychecks of the Plaintiffs or other members of the Classes.

302. Defendants' conduct, as alleged above, constitutes a willful violation of NYLL Section 193, and the supporting New York State Department of Labor Regulations.

303. As a result of Defendants' violations of NYLL Section 193 and the supporting regulations, Plaintiffs and the members of the Classes are entitled to recover damages in the amount of the unlawful deductions charged against their wages, as well as reasonable attorney's fees and costs of the action, interest, and such other legal and equitable relief as the Court deems proper.

FOURTH CAUSE OF ACTION
(Failure to Maintain Accurate Records in Violation of NYLL Section 195(4))

304. Plaintiffs re-allege and incorporate by reference all allegations in the preceding paragraphs.

305. Pursuant to NYLL Section 195(4), an employer is required to "establish, maintain and preserve for not less than six years contemporaneous, true, and accurate payroll records showing for each week worked the hours worked, the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; and net wages for each employee."

306. During the Class Periods, Plaintiffs and each of the members of the Classes, were employees of their respective Defendant modeling agencies, and Defendants were employers or joint employers of the models in their respective Classes within the meaning of NYLL Sections 190, 651, and 652, and the supporting New York State Department of Labor Regulations.

307. Plaintiffs are informed and believe, and on that basis allege, that Defendants failed to maintain adequate payroll records pursuant to NYLL § 195(4), particularly with respect to all of the hours that Plaintiffs and the members of the Classes spent at meetings with their respective agencies, at "go-sees," at castings, at test shoots, as well at photoshoots and other assignments and required check-ins, weigh-ins or other activities performed at the direction of the Defendants.

308. Due to Defendants' violations of the NYLL, Plaintiffs and the members of the Classes are entitled to recover attorney's fees and costs of the action, interest, and such other legal and equitable relief as the Court deems proper.

309. Plaintiffs and other members of the Classes also seek an order, pursuant to this Court's equitable powers, requiring Defendants to provide them with copies of the records Defendants were required to maintain pursuant to NYLL § 195(4) for Plaintiffs and for members of the Classes.

FIFTH CAUSE OF ACTION
(Failure to Furnish Accurate Wage Statements and Explanations Thereof, in Violation of NYLL Section 195(3))

310. Plaintiffs re-allege and incorporate by reference all allegations in the preceding paragraphs.

311. Pursuant to NYLL § 195(3), an employer is required to "furnish each employee with a statement with every payment of wages, listing gross wages, deductions and net wages, and upon the request of an employee furnish an explanation of how such wages were computed."

312. During the Class Periods, Plaintiffs and each of the members of the Classes, were employees of their respective Defendant modeling agencies, and Defendants were employers or

joint employers of the models in their respective Classes within the meaning of NYLL Sections 190, 651, and 652, and the supporting New York State Department of Labor Regulations.

313. Plaintiffs and the members of the Classes repeatedly asked Defendants for accurate statements of their wages, including statements of their gross wages, deductions, and net wages, along with explanations of how those wages were computed.

314. Defendants have repeatedly failed to respond to Plaintiffs' requests, and when they have furnished Defendants with wage statements, have provided those statements late and without a full explanation of how the wages were computed.

315. Defendants have repeatedly failed to respond to requests by Plaintiffs and members of the Classes for copies of their payroll records or to provide a sufficient explanation of how their wages and deductions were computed, in violation of NYLL Section 195(3).

316. Therefore, and upon information and belief, Plaintiffs assert that Defendants have failed to furnish them with adequate wage statements pursuant to NYLL § 195(3).

317. Due to Defendants' violations of the NYLL, Plaintiffs and the members of the Classes are entitled to recover attorney's fees and costs of the action, interest, and such other legal and equitable relief as the Court deems proper.

318. Plaintiffs and other members of the Classes also seek an order, pursuant to this Court's equitable powers and pursuant to NYLL § 198(1-d), requiring Defendants to provide them with the records Defendants were required to furnish to them pursuant to NYLL § 195(3), including wage statements and full explanations of how such wages were computed.

SIXTH CAUSE OF ACTION
Conversion

319. Plaintiffs re-allege and incorporate by reference all allegations in the preceding paragraphs.

320. Plaintiffs and the members of the Classes have a right and interest in the money they have earned through their modeling work. Throughout the Class Periods, and in violation of their duties to Plaintiffs and the members of the Classes, Defendants have adopted a pattern and practice of interfering with Plaintiffs' rights and interest in these wages. Defendants did so by: (1) intentionally and unlawfully withholding Plaintiffs' wages; (2) intentionally and unlawfully delaying payment of Plaintiffs' wages; and (3) intentionally making phantom or otherwise unlawful deductions from Plaintiffs' wages. Defendants' conduct, including Defendants' practice of deducting excessive fees from Plaintiffs' paychecks, fell outside the scope of Defendaats' contractual duties and obligations. Therefore, throughout the Class Periods, Defendants intentionally converted to their own use property owned by Plaintiffs and the members of the Classes.

321. Plaintiffs and the members of the Classes seek payment of the funds converted by Defendants, along with interest on any wrongfully withheld payments. Plaintiffs and the members of the Classes also seek attorneys' fees and the costs of the action,

SEVENTH CAUSE OF ACTION (IN THE ALTERNATIVE TO THE CLAIMS LABOR LAW CLAIMS AND THE CLAIM FOR BREACH OF CONTRACT)
Breach of the Covenant of Good Faith and Fair Dealing

322. Plaintiffs re-allege and incorporate by reference all allegations in the preceding paragraphs 1-275.

323. The modeling representation agreements were valid and binding contracts.

324. Plaintiffs performed in full under the contracts, which encompassed an implied covenant of good faith and fair dealing.

325. In the alternative to their claims for breach of contract and violation of the New York Labor Law, and assuming the model representation agreements are not found to be

"employment" contracts, Plaintiffs allege that Defendants breached the covenant of good faith and fair dealing. Defendants frustrated the purpose of the representation agreements by: (1) failing to pay Plaintiffs the money owed to them for their services; (2) making excessive, unauthorized, and phantom deductions from Plaintiffs' paychecks, including for airfare, inflated shipping costs, and above-market rent; (3) delaying payments to Plaintiffs; and (4) engaging in other unauthorized or unlawful conduct.

326. As a result of Defendants' violation of the covenant of good faith and fair dealing, Plaintiffs and the members of the Classes have suffered damages and will continue to suffer damages in the future. Plaintiffs and the members of the Classes seek payment of these damages, along with interest, attorneys' fees, and the costs of the action,

EIGHTH CAUSE OF ACTION (IN THE ALTERNATIVE TO THE CLAIMS FOR CONVERSION, BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING, AND UNJUST ENRICHMENT)

Breach of Contract

327. Plaintiffs re-allege and incorporate by reference all allegations in the preceding paragraphs 1-.275

328. Plaintiffs entered into initial contracts with the modeling agency Defendants, who assert that these contracts are valid and enforceable.

329. The modeling agency Defendants breached the contracts by failing to pay to Plaintiffs, moneys received as agents on Plaintiffs' behalf.

330. Plaintiffs performed their obligations by providing their images.

331. Defendants failed to perform when they failed to pay to Plaintiffs, moneys received as agents on Plaintiffs' behalf.

332. Plaintiffs and the members of the Classes seek payment of the moneys owed them for their modeling work, along with attorney's fees and costs of the action, interest, and such other legal and equitable relief as the Court deems proper.

NINTH CAUSE OF ACTION (IN THE ALTERNATIVE TO THE CLAIM FOR BREACH OF CONTRACT)
Unjust Enrichment

333. Plaintiffs re-allege and incorporate by reference all allegations in the preceding paragraphs 1-275.

334. Upon information and belief, the contracts between the models and the modeling agencies are not valid and enforceable because they have been terminated or expired.

335. Should the Court ultimately find that the contracts are not valid and enforceable, as asserted by Plaintiffs, then the Plaintiffs request the alternative relief of unjust enrichment.

336. A cause of action for unjust enrichment does not require the performance of a wrongful act by the party enriched.

337. The modeling agency Defendants have unjustly enriched themselves at the expense and detriment of the models.

338. The modeling agency Defendants continued dominion and control over and use of the funds is a breach of contract or unjustly enriches Defendants and equity and good conscience require restitution.

339. The models have made demand for such immediate restitution.

340. The models have an immediate superior right to the funds paid for usages in the possession of Defendants.

341. Defendants have interfered with and took unauthorized control over the funds paid for usages to the exclusion of the models' rights.

342. Once the funds paid for usages were in control of Defendants and the character and purpose of the funds were identified and known to Defendants, they intentionally interfered with the rights of the models in that property.

343. It is against equity and good conscience to permit Defendants to retain the funds paid for usages that are owed to the models.

344. Plaintiffs and the members of the Classes seek disgorgement of the payments Defendants retained that were owed to Plaintiffs and the members of the Classes for the modeling work they performed, along with attorney's fees and costs of the action, interest, and such other relief as the Court deems proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment in their favor against Defendants in an amount to be determined at trial on all causes of action plus an award of interest, costs, attorneys fees and disbursements, as follows:

a. Unpaid minimum wages pursuant to NYLL § 650 and the supporting New York State Department of Labor regulations;

b. Minimum wages pursuant to NYLL § 650 and the supporting New York State Department of Labor regulations for periods in which Defendants delayed wage payments;

c. Unpaid wages due pursuant to NYLL § 191, and the supporting New York State Department of Labor regulations;

d. Compensation for unlawful deductions from their wages pursuant to NYLL § 191;

e. A Court order requiring Defendants to furnish Plaintiffs and members of the Classes with accurate payroll records from Plaintiffs and the members of the Classes ;

f. A Court order requiring Defendants to furnish Plaintiffs and members of the Classes with the wage statements that Defendants were required to furnish to them pursuant to NYLL § 195(3), including full explanations of how the wages and deductions were computed, pursuant to NYLL § 198(1-d);

g. The unpaid funds due to Plaintiffs and the members of the Classes for their modeling work;

h. The funds retained by Defendants as a result of nonpayment or late payment to the Plaintiffs and the members of the Classes for their modeling work;

i. Certification of the Wilhelmina, Elite, Click, MC2, Next andMajor Classes set forth above pursuant to Article 9 of the New York Civil Practice Law;

j. Designation of the Plaintiffs' counsel of record as Class counsel;

k. Interest on wages whose payments were delayed;

l. Pre-judgment interest and post-judgment interest;

m. Attorney fees and other costs of bringing this action, including pursuant to NYLL § 198.

DATED: New York, New York
August 11, 2015

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