

New York Fashion Workers Act – Major Changes to the Modeling Industry

New York State's Fashion Workers Act, which provides new legal protections for models, went into effect on June 19, 2025. Although this law will primarily affect the operations of model management companies, both fashion and beauty brands, as well as those in the media and entertainment industry, should take note of these new requirements for compensating models.

The Fashion Workers Act amends the New York Labor Law to add new protections regarding the rights of those individuals providing various types of modeling services, including live runway, live performances, filmed or taped performances, posing, fit modeling, photoshoots, and modeling in print displays or advertisements.

New Responsibilities for Model Management Companies

This new law clarifies that model management companies have certain duties and responsibilities to the models they represent.

A "model management company" is defined as a person or entity (other than a licensed employment agency) that: "(i) is in the business of managing models participating in entertainments, exhibitions or performances; (ii) procures or attempts to procure for a fee, employment or engagements for persons seeking employment or engagements as models; or (iii) renders vocational guidance or counseling to models for a fee." A "model management group" is two or more model management companies that share the same ownership structure.

As of June 19, 2025, model management companies and model management groups owe a fiduciary duty to the models they represent and must:

- Act in good faith and in the best interest of the models, including in negotiations, contracts, financial management, and protection of models' legal and financial rights.
- Conduct "due diligence" to ensure that any modeling engagement "does not pose an unreasonable risk of danger to the model."
- Use best efforts to procure paid engagements for models under their management.
- Ensure that any engagement that requires nudity or sexually explicit material meets certain guidelines, including that the model give written consent to the creation, disclosure, dissemination, and/or publication of the material.
- Provide models with written physical or digital copies of "deal memos" (*i.e.*, a written summary of the key components of the job, such as scope of work, rate of pay, and expenses) prior to the commencement of modeling services, as well as the final client agreement within seven calendar days of the conclusion of the model's services.
- Obtain written approval from the model for any deductions that will be taken from the model's pay to reimburse the model management company, and provide an itemized recitation and documents to determine the validity of charges (*e.g.*, receipts).

- Disclose to models any financial relationships between the modeling management company and the client beyond the agreement for modeling services.
- Notify a model whom the company no longer represents, in writing, if royalties are collected and owed to the model.
- Obtain written consent from the model, separate from any representation agreements, for the creation or use of a digital replica, detailing the scope, purpose, rate of pay, and duration for such use. A digital replica is a computer-generated or AI-enhanced representation of a model's likeness, which may include the model's face, body, or voice. (A digital replica, for the purposes of this law, does not include routine photo retouching or other standard post-production edits.)

New Prohibitions on Model Management Companies

In addition to these new requirements, model management companies are prohibited from:

- Requiring or collecting a fee or deposit from a model upon the signing of a representation agreement.
- Paying for accommodations (such as a hotel room) that the model must reimburse without providing advanced written disclosure of the accommodation rate to the model.
- Deducting or offsetting from a model's payment any fee or expense other than the agreed upon commission set forth in the model's contract or any other item for which the model has given written approval.
- Advancing travel or visa-related costs with the expectation that the model will reimburse the model management company, without the model's informed written consent.
- Requiring a model to sign a contract for a period greater than three years or that renews automatically without the model's affirmative written consent.
- Imposing a commission fee greater than 20% of the model's payment or compensation.
- Engaging in any kind of harassment or discrimination based on a protected status under the New York State Human Rights Law.
- Creating, altering or manipulating a model's digital replica without the model's clear, conspicuous, written consent. Such written consent must be separate from a model's representation agreement with the model management company.
- Retaliating against a model who exercises rights under this law.

Additionally, there are new requirements for power of attorney agreements between model management companies and models, including that these agreements must be presented as optional and not as a condition for entering into a representation agreement. Power of attorney agreements must be subject to termination by the model at any time and for any reason, and may extend only to matters directly relating to modeling services. Power of attorney agreements also cannot cover the use of a model's digital replica, as the prevalence of AI is now creating more concern over the use of such images.

New Responsibilities for Clients of Model Management Companies

Clients, including those in the fashion industry, who use the services of model management companies, must take note of the following new requirements:

- Models must be compensated at an hourly rate of at least 50% higher than the contracted hourly rate for any modeling services that exceed 8 hours in a 24-hour period. NYDOL has clarified that the 50% payment premium applies even if the engagement was originally scheduled to last for a shorter period (e.g., if a scheduled 6-hour photo shoot lasted 9 hours). Clients of model management companies should track when a model begins providing services at an engagement and when the services have concluded.
- Clients must also make sure that during any engagement that exceeds 8 hours in a 24-hour period, the model receive at least one 30-minute meal break.
- Modeling engagements or performances must not pose an unreasonable risk of danger to models.
- Clients must share with models written company policies that prohibit abuse, harassment, and other inappropriate behavior.
- Clients should make sure to obtain a model's written consent for any engagement that requires nudity or other sexually explicit content.
- Clients must provide liability insurance to cover and safeguard models' health and safety.
- Clients must allow a model to be accompanied by an agent, manager, chaperone, or other representative.
- Clients cannot retaliate against a model who exercises rights under this law.
- To the extent a client intends to create or use a model's digital replica, a client must obtain prior written consent from the model, detailing the scope, purpose, rate of pay, and duration for such use.

Registration Requirements for Model Management Companies

By June 19, 2026, model management companies and model management groups must register with the New York Department of Labor (NYDOL) and pay a registration fee of \$500 (if five or fewer employees) or \$700 (if more than five employees). A model management company or group can seek an exemption from registration if it is domiciled outside of New York, is licensed or registered in another state that has requirements at least as strict as New York, does not maintain an office in New York, and does not solicit clients located or domiciled in New York. Model management companies must post a physical copy of their registration certificate in a conspicuous place in their office and a digital copy on their website, and include their registration number in advertisements to solicit models (including on social media) and in any contract with a model or client.

Penalties for Violations

Model management companies and their clients (such as fashion and beauty brands) that are deemed to have violated this law may be subject to a \$3,000 civil penalty from the New York Commissioner of Labor for an initial violation, and \$5,000 each time for any subsequent violations. If a model management company fails to comply with NYDOL registration requirements, it may be enjoined from operating in New York. Models will also have a private right of action to bring claims in court against model management companies. Available damages include a model's actual damages, reasonable attorneys' fees and costs, and liquidated damages of up to 300% in the event of willful violations.

Clients of model management companies who receive notices from NYDOL should take these notices seriously and respond within 20 days of receipt. Failure to respond to a notice from NYDOL could lead to an adverse finding and the assessment of a civil penalty. It is therefore also imperative for fashion and beauty brand clients to examine their agreements with model management companies to ensure that they are properly protected (and indemnified) against any violations of New York's Fashion Workers Act.

Key Contacts

Our Labor & Employment Law team is available to assist employers in attaining compliance with all New York Labor Laws, including the Fashion Workers Act and other employment related matters, as well as responding to NYDOL complaints and investigations.

Keith A. Markel
Partner & Chair

D 212.735.8736
kmarkel@morrisoncohen.com

John B. Fulfree
Partner

D 212.735.8850
jfulfree@morrisoncohen.com

Cassandra N. Branch
Associate

D 212.735.8838
cbranch@morrisoncohen.com

Jeffrey P. Englander
Partner

D 212.735.8720
jenglander@morrisoncohen.com

Alana R. Mildner Smolow
Counsel

D 212.735.8748
amildner@morrisoncohen.com

Kayla West
Associate

D 212.735.8760
kwest@morrisoncohen.com

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