

CITY OF NEW YORK  
DEPARTMENT OF CONSUMER AND WORKER PROTECTION

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**New York City Department of Consumer and  
Worker Protection,**

-against-

**BuzzFeed Media Enterprises, Inc.**

**CONSENT ORDER**

Record Nos. 2024-03729-ENF

40614-2025-ADJC

- X
1. The City of New York, by and through the Department of Consumer and Worker Protection (the “Department”), and BuzzFeed Media Enterprises, Inc. (87-3610738) (“BuzzFeed”) enter into this Consent Order to avoid litigation and to resolve this matter without a trial.
  2. This Consent Order is limited to resolution of the allegations set forth in Paragraph 3 for the time periods specified and covers only freelance workers receiving monetary relief. The acceptance of this Consent Order by the Department shall not be deemed approval by the Department of any of BuzzFeed’s business practices and Buzzfeed shall make no representations to the contrary. The terms of this Consent Order are effective upon execution by the Department and BuzzFeed (“Execution Date”).

**THE DEPARTMENT’S INVESTIGATION**

3. Based on its investigation, and prior to any judicial determination, the Department determined that there is sufficient evidence to support the following allegations between May 31, 2023, and March 29, 2024 (“the Relevant Time Period”) which, constitute violations of Chapter 10 of Title 20 of the New York City Administrative Code (the “Freelance Isn’t Free Act” or “FIFA”):
  - a. **Allegation:** Pattern and practice of violating Section 20-929 (a)(1) of the FIFA: Failure to pay freelance workers on or before the date such compensation was due under the terms of the contract.  
**Results of Investigation:** During the Relevant Time Period, the Department determined that Buzzfeed failed to pay 16 freelance workers by the time agreed to in the written contract for 114 separate invoices.

### **PAYMENT OF EMPLOYEE RELIEF AND CIVIL PENALTIES**

4. BuzzFeed shall pay a total amount of \$50,000 in civil penalties and employee relief, which shall be paid as set forth in the following Paragraphs.
5. Within thirty (30) calendar days of the Execution Date, BuzzFeed shall pay to the Department a total of \$50,000, which the Department shall distribute. The payment referenced in this paragraph shall be made by certified check or money order made payable to the New York City Department of Consumer and Worker Protection, New York City Department of Consumer and Worker Protection, Attn: OLPS – Compliance Monitoring 42 Broadway, 8<sup>th</sup> Floor New York, NY. The certified check or money order shall reference the adjudication number (ADJC) number that appears in the caption of this consent order and shall state “Legal Escrow” in the memo.
6. Of this amount, \$4,575.77 shall be civil penalties. The remaining \$45,424.23 shall be distributed to the freelance workers named, and in the amounts listed, in Exhibit 1. The Department has sole responsibility and discretion to allocate any payment received pursuant to this Paragraph.
7. The amounts set forth in Paragraph 6 are statutory damages for the violations as set forth in Paragraph 3. They are not and shall not be considered wages, and BuzzFeed shall not withhold any amounts for tax purposes or any other purpose.
8. Within thirty (30) calendar days of issuing the payment required by Paragraph 6, BuzzFeed shall submit to the Department information about the payment issued. For a certified check or money order, the information shall include payment amount, check/money order number, mail carrier, tracking number, a copy of the front and back of the certified check or money order. Where BuzzFeed fails to submit this information to the Department, the Department will make one attempt to notify BuzzFeed by email to Eli Z. Freedberg, Esq., at [efreedberg@littler.com](mailto:efreedberg@littler.com), and if not received within thirty (30) days thereafter, the Department will presume that BuzzFeed has not made the payment required by the preceding paragraphs.
9. BuzzFeed shall execute an Affidavit of Confession of Judgment, in which BuzzFeed shall consent to the entry of judgment, pursuant to CPLR § 3218 in favor of the Department in an amount equal to the sum of (i) Fifty Thousand (\$50,000) Dollars, less any subsequent payments made pursuant to the terms of the Consent Order, (ii) Seventeen Thousand Dollars (\$17,000), representing a thirty-four (34)/one hundred (100) percent penalty that applies upon BuzzFeed’s default on one or more of their payment obligations set forth in this Consent Order, and (iii) interest of 9 percent per annum on the amount set forth in (i) and (ii), computed from the Execution Date to the date of entry of judgment (together, “the Confessed Amount”). BuzzFeed shall mail the affidavit to the Department **prior to** the Execution Date by trackable mail (e.g., DHL, FedEx, UPS, or USPS certified mail, return receipt requested). If BuzzFeed fails to make any of the payments set forth above, the Department shall notify BuzzFeed by email to Eli Z. Freedberg, Esq., at [efreedberg@littler.com](mailto:efreedberg@littler.com). If BuzzFeed does not make the

missed payment within ten (10) calendar days, the Department may enter judgment in New York Supreme Court without further proceedings, notices and/or other action and have execution thereof. Such judgment will be entitled to receive full faith and credit under the Constitution of the United States. BuzzFeed understands and agrees that upon the occurrence of a default on the payment terms, the remaining balance of the payment, the additional penalty upon default, and all accrued and unpaid interest thereon, shall become immediately due and payable.

### **SUBMITTING DOCUMENTS TO THE DEPARTMENT**

10. Wherever this Consent Order provides that BuzzFeed must submit information to the Department by mail or email, unless instructed otherwise by the Department, BuzzFeed shall do so as follows:

**By email:** [ComplianceMonitoring@dcwp.nyc.gov](mailto:ComplianceMonitoring@dcwp.nyc.gov)

The subject line of the email must contain the case numbers (both ENF and ADJC) that appear in the caption of this Consent Order.

**By mail:**

New York City Department of Consumer and Worker Protection  
Attn: OLPS – Compliance Monitoring  
42 Broadway, 8<sup>th</sup> Floor  
New York, NY 10004

11. All mailings must be made by trackable mail (e.g., DHL, FedEx, UPS, or USPS certified mail, return receipt requested). Upon mailing, the tracking number must be emailed to the Department.

### **COMPLIANCE POLICIES AND PROCEDURES**

12. To the extent it has not already done so, BuzzFeed shall adopt policies and practices to implement and comply with the Freelance Isn't Free Act.

### **CLAIMS FROM OTHER FREELANCE WORKERS**

13. If the Department receives a complaint from any freelance worker not named in Exhibit 1 alleging non-payment or late payment of an invoice that the freelance worker issued to Buzzfeed between the date that is six (6) years prior to the date of the last signature of this Agreement and August 15, 2024, then the Department shall notify Buzzfeed of the Complaint and the amount the freelance worker claims BuzzFeed owes them, and permit Buzzfeed to demonstrate proof of compliance with Section 20-292(a)(1) of the New York City Administrative Code within thirty (30) days of being notified of the claim. The Department shall consider any and all proof of compliance that Buzzfeed provides in good faith. If Buzzfeed cannot provide proof of compliance for a freelancer claim then Buzzfeed shall pay

each such freelance worker all amounts due under the contract, if not already paid, and an additional amount in damages calculated by multiplying the amount of the late-paid invoice by a percentage, pursuant to the below schedule:

Number of days between the payment deadline and date BuzzFeed made payment	Damages multiplier
Under 30	10%
30-60	15%
61-90	20%
91-120	25%
121-180	35%
180+	45%

For violations of Section 20-929(a) that occurred on or after August 15, 2024, the Department reserves the right to seek all relief available under the law. Nothing in this Consent Order shall be construed to limit the Department's ability to seek monetary or equitable relief for freelance workers who are not listed in Exhibit 1, or whose claims arose after August 15, 2024.

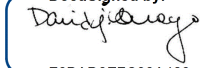
14. "Freelance worker" shall have the same meaning in this Consent Order as in Section 20-927 of the FIFA.

### **MISCELLANEOUS**

15. Respondent represents and certifies that the signatory below is duly authorized to settle this matter and to enter into this Consent Order with the Department.
16. The Department and BuzzFeed agree that this Consent Order shall serve as final settlement of the Department's investigation as to whether BuzzFeed violated the law with regards to the freelance workers listed in Exhibit 1 as set forth in Paragraph 3, and that the Department and BuzzFeed shall not forward, seek, or take further review, action, redress, or appeal of or regarding such matters to, in, or before any court or forum, except as may be necessary to enforce the terms of this Consent Order.
17. Upon written demand from the Department to BuzzFeed, BuzzFeed shall make available to the Department records related to any provisions of this Consent Order at an agreed upon date not more than seven (7) calendar days after written demand from the Department, unless a longer period for compliance is agreed upon by the Department and BuzzFeed.

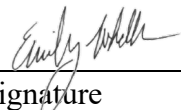
18. This Consent Order may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same document. A signed copy of this Consent Order transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy for all purposes.

Agreed to by BuzzFeed by:

 5/8/2025  
 Signature Date

Name: David Arroyo  
 Title: Chief Legal and Compliance Officer  
 Address: 229 West 43rd Street, NY, NY  
 Phone number: (646) 988-1472  
 Email Address: david.arroyo@buzzfeed.com

Accepted for the Department by:

 5/2/25  
 Signature Date

Wilda Vera Mayuga  
 Commissioner of the Department  
 By: Emily Whalen, Senior Staff Counsel  
 Emily Hoffman, Litigation Director  
 Elizabeth Wagoner, Deputy Commissioner  
 Office of Labor Policy and Standards  
 42 Broadway, 8<sup>th</sup> Floor  
 New York, NY 10004  
 ewhalen@dcwp.nyc.gov  
 (212) 436-0372

**Exhibit 1**

<b>Freelance Worker</b>	<b>Damages Owed To Freelancer</b>
Julia Rubin	\$3,349.50
Christina Enrico	\$3,628.63
Brittany Gibson	\$4,494.88
Tatayana Yomary	\$770.00
John Mihaly	\$1,925.00
Brittany Romano	\$173.25
Courtney Leiva	\$673.76
Rachel Dunkel	\$10,901.26
Emma Kershaw	\$3,234.00
Kenneth Hanley	\$616.00
Sierra Lyons	\$288.75
Angela Andaloro	\$2,675.75
Jessica Goodwin	\$408.10
Sydney Wingfield	\$173.25
Olivia Burd	\$9,032.10
Esteban Davila	\$3,080.00
<b>Total</b>	<b>\$45,424.23</b>