

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

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FILIP SASKA, TOMÁŠ NADRCHAL,  
and STEPHEN MICHELMAN

Plaintiffs,

-against-

THE METROPOLITAN MUSEUM OF ART,

Defendant.  
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Index No.:

**SUMMONS**

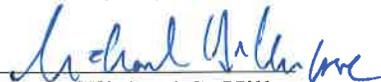
Venue is based upon  
Defendants' place of  
business

**TO THE ABOVE NAMED DEFENDANT:**

**YOU ARE HEREBY SUMMONED** and required to serve upon plaintiffs an answer to the complaint in this action within twenty days after the service of this summons and complaint, exclusive of the day of service, when service is made by delivery upon you personally within the state, or within 30 days after completion of service where service is made in any other manner. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
March 5, 2013

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To: The Metropolitan Museum of Art  
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New York, New York 10028-0113

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Plaintiffs, : Index No.:  
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-against- :  
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THE METROPOLITAN MUSEUM OF ART, : **COMPLAINT/JURY**  
:  
Defendant. : **DEMAND**  
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Plaintiffs Filip Saska, Tomáš Nadrchal, and Stephen Michelman (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated (“the Class”), by their attorneys Weiss & Hiller, PC, and Emery Celli Brinkerhoff & Abady LLP, as and for their Class Action Complaint, allege as follows:

**PRELIMINARY STATEMENT**

1. This is a putative class action brought by and on behalf of visitors to the Metropolitan Museum of Art (“MMA”), on behalf of themselves and other similarly situated individuals, who have been deceived and defrauded by the MMA in violation of New York General Business Law § 349. Plaintiffs seek to enjoin the MMA from continuing to deceive and defraud the public into paying a fee to enter the MMA, even though admission is legally required to be free of charge most days of the week, and to recover their actual damages.

2. Under the MMA’s lease (“Lease”) with the City of New York (“City”) and under Chapter 476 of the Laws of 1893 (“Free Admission Statute”), the MMA is obligated, *inter alia*, to

admit **for free** to the MMA's exhibition halls ("Museum Exhibition Halls"), all members of the general public on multiple days each week (collectively, "Free Admission Requirement").<sup>1</sup>

3. The MMA freely agreed to accept this Free Admission Requirement in consideration for: (i) permission to use and occupy, without charge from the City, the MMA building ("Museum Building") and the land on which it is situated ("Public Parkland"); and (ii) certain additional, regular and continual funding and expense payments from the City ("Additional Funding") provided for under the Free Admission Statute. The purpose of this arrangement was to establish a museum in New York which would provide free access to the masses (without regard to financial means) to view and appreciate acclaimed works of art. And the decision to locate the MMA on Public Parkland was intended to facilitate unfettered use of, and access to, the MMA by people who frequent New York's Central Park.

4. In violation of the Lease and Free Admission Statute, the MMA created, and has implemented and maintained, an admission policy which deceives and defrauds members of the public into believing that they are always obligated to pay a fee to obtain admission to the MMA ("MMA's Deceptive Admission Fee Policy"). Plaintiffs, for themselves and as representatives of the other members of the putative class, seek a judicial declaration enjoining this conduct under New York General Business Law § 349, the MMA's Lease, and the Free Admission Statute, and awarding them actual damages suffered under the MMA's unlawful admission policy.

5. Members of the general public have been and, without action from this Court, will continue to be victims of Defendant's fraudulent and deceptive business practice of conveying that

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<sup>1</sup> As set forth *infra*, the MMA is also required to provide free admission two evenings per week.

an admission fee is always required, and then charging and receiving the fee, to enter an institution created for and funded by the public. As a consequence, *inter alia*, members of the general public, including and especially those who lack the financial resources to pay the substantial admission fees currently being charged, have been, and without action from this Court will continue to be, deprived of the opportunity to view the works of art that the State Legislature, the City, and the MMA promised to make available free-of-charge to the general public as reciprocity for the enormous public financial benefits accruing to the MMA as set forth in ¶ 2 *supra*.

6. Instead of providing free and open access to art for the masses, without regard to economic status (as originally designed), the MMA has transformed the Museum Building and Museum Exhibition Halls into an expensive, fee-for-viewing, elite tourist attraction, where only those of financial means can afford to enter this publicly-subsidized institution situated on prime City-owned land.

7. Defendant employs a number of methods to achieve its objective of misleading and defrauding the public into believing that admission fees are always required, including, *inter alia*: (i) publication of misleading statements across a broad spectrum of media; (ii) configuration and orientation of the entry point, along with placement of deceptive signage at the MMA, all of which are designed to convey that the admission fees listed on the deceptive signage (“Admission Fees”) are always required to be paid in order to be permitted to enter the Museum’s Exhibition Halls; (iii) distributing certain buttons for admission (“Admission Buttons”) only to those individuals who pay admission fees, either at a daily rate or as paid members of the MMA (“MMA Members”), and then prohibiting entry into the Museum Exhibition Halls to those without Admission Buttons; and (iv) training, instructing and incentivizing their staff not to disclose to visitors that they can pay less than

the stated Admission Fee, or nothing at all, to enter the Museum Exhibition Halls.

8. The Defendant deceived Plaintiffs, and other similarly situated individuals, into paying a fee to enter the MMA, a fee that they would not have paid if they had known that paying the Admission Fee to enter the Museum Exhibition Halls is not required.

9. The putative Class, represented by Plaintiffs Saska, Nadrchal, and Michelman, includes those individuals who purchased a membership or ticket to enter the MMA, by credit card, during the past three years.

10. Defendant's misconduct violates General Business Law § 349, the Lease, and the Free Admission Statute, warranting the grant of an immediate and permanent injunction, and the award of actual damages.

#### **THE PARTIES**

11. Plaintiff Filip Saska ("Saska") is, and at all relevant times has been, a citizen and resident of the Czech Republic. Saska purchased a ticket to enter the Museum's Exhibition Halls, by credit card, in October 2012.

12. Plaintiff Tomáš Nadrchal ("Nadrchal") is, and at all relevant times has been, a citizen and resident of the Czech Republic. Nadrchal purchased a ticket to enter the Museum's Exhibition Halls, by credit card, in October 2012.

13. Plaintiff Stephen Michelman ("Michelman") is, and at all relevant times has been, a citizen and resident of the City and State of New York. Michelman purchased a museum membership from the MMA ("MMA Membership"), by credit card, in July 2012.

14. All the above-described Plaintiffs, as well as all members of the proposed Class, have visited the Museum Building in the past three years, and have either paid a fee, by credit card, to

enter the Museum Exhibition Halls, believing the Admission Fee to be required; or paid a fee, by credit card, to become a member of the MMA (“MMA Member”), believing that a benefit of MMA membership is “free admission,” and believing that paying the Admission Fee is required for non-MMA Members to enter the Museum Exhibition Halls.

15. Plaintiffs Saska, Nadrchal, Michelman, and other members of the proposed Class (1) purchased, by credit card, a ticket to enter the Museum Exhibition Halls or a MMA Membership in the past three years; and (2) were deceived into making this purchase by the deceptive conduct and representations of the MMA.

16. Defendant MMA is a corporation organized and existing under the laws of the State of New York, with a principal place of business located at 1000 Fifth Avenue, New York, New York.

## **VENUE**

17. Venue is properly located in New York County pursuant to § 506(b) of the Civil Practice Law and Rules, as the county in which: (i) Defendant failed and refused to perform the duties specifically enjoined upon them by law and the Museum Lease; (ii) the material events took place; and (iii) the principal offices of the Defendant are located.

## **STATEMENT OF FACTS**

### ***The MMA Received Without Charge a Fully-Furnished and -Equipped Museum Building in Central Park in Which to Operate a Museum***

18. Central Park was created and established by Chapter 616 of the Laws of 1853, enacted on July 21, 1853.

19. The City owns, and at all relevant times has owned, Central Park.

20. By Chapter 290 of the Laws of 1871, enacted on April 5, 1871, the New York State Legislature authorized the predecessor to the New York City Department of Parks and Recreation (hereinafter, with its predecessor, collectively the “Parks Department”) to “construct, erect and maintain in and upon [a specified] portion of Central Park [*i.e.*, Public Parkland, previously defined] a suitable fire-proof building for the purpose of establishing and maintaining therein, from time to time, a Museum and gallery of art, the Metropolitan Museum of Art” (the “1871 Act”).

21. By Chapter 385 of the Laws of 1878, enacted June 8, 1878 (the “1878 Act”), the New York State Legislature authorized the Parks Department to expend City funds to “equip and furnish the [Museum Building] erected . . . [in] Central Park . . . in a suitable manner for the purposes of museum and gallery of art by the Metropolitan Museum of Art as specified in [the 1871 Act] and with the consent and cooperation of the Metropolitan Museum of Art to remove the collection of said museum to and establish the same in said building” (hereinafter the 1871 and 1878 Acts shall be referred to collectively as the “Museum Facility Establishment Legislation”).

22. Thereafter, the Museum Building was constructed to carry out the purposes of the Museum Facility Establishment Legislation.

23. Upon information and belief, the Museum Building was built by the City with public funds.

24. Upon information and belief, the Museum Building was originally furnished and equipped by the City with public funds.

25. Upon information and belief, the Museum Building was originally built, furnished and equipped for the MMA, and provided with its physical plant, without charge, and in consideration for which the MMA agreed to provide to the public, free of charge on most days of the

week, access to the art and culture therein.

26. The Museum Building is, and at all relevant times has been, owned by the City.

27. Upon information and belief, the only personalty situated within the Public Parkland and/or within the Museum Building used by the MMA that was originally owned by the MMA is the MMA's artwork and the devices by which the MMA displayed, cared for, and maintained the same.

28. The Museum Building is situated upon Public Parkland that is, and at all relevant times has been, owned by the City.

29. The Public Parkland consists of multiple acres that are essentially in Central Park, running along Fifth Avenue for six city blocks, from 79th Street to 85th Street.

30. The Public Parkland is among the most desirable and expensive parcels of land in the world.

***The MMA Receives a Virtually Perpetual Rent-Free Lease***

31. By Chapter 139 of the Laws of 1876, enacted on April 22, 1876, the State Legislature authorized and directed the Parks Department to enter into the Lease with the MMA (the "Lease Enabling Statute"). By the Lease Enabling Statute, the Legislature authorized the Parks Department "to make and enter into a contract with [the MMA], for the occupation by it of the buildings erected or to be erected . . . [on the Public Parkland] in Central Park, . . . and establishing and maintaining therein its museum, library and collections, and carrying out the objects and purposes of [the MMA]."

32. Pursuant to the Lease Enabling Statute, the Lease was executed on or about December 24, 1878.

33. By the terms of the Lease, the City, acting through the Parks Department as lessor,

granted, demised and let to the MMA, as tenant, the exclusive use and occupancy of the Museum Building, described in the first WHEREAS paragraph of the Lease (Lease, Ex. 1).

34. The term of the Lease was, and still is, perpetual, so long as the MMA carries out the objects and purpose of its charter and does not breach any of its obligations under the terms of the Lease (*Id.*).

35. The Lease contains no provision for the payment of any rent by the MMA.

36. Under the terms of the Lease, the MMA has been, since it was granted tenancy in 1878, and still is, permitted to occupy the Museum Building and Public Parkland on which it is situated rent-free.

37. In consideration for the virtually perpetual, rent-free Lease, the MMA agreed, *inter alia*, to admit members of the public without charge for at least four days per week (“Free Days Under the Lease”). In this regard, the Lease states:

That the exhibit halls of [the Museum] Building shall on Wednesday, Thursday, Friday, and Saturday of each week, and on all legal and public holidays except Sundays, ***be kept open and accessible to the public free of charge*** from ten o’clock AM until half an hour before sunset . . . .

(Lease, Art. Fourthly) (emphasis added) (Ex. 1).

38. The Lease further provides that it would terminate, and possession and occupancy would revert to the City, upon the MMA’s failure to comply with any of its covenants. In this regard, the Lease provides:

And it is expressly understood and agreed by and between the parties hereto, that if the [MMA] shall omit to do, perform, fulfill or keep any or either of the covenants, articles, clauses and agreements, matters and things herein contained, which on its part are to be done, performed, fulfilled or kept according to the true intent and meaning of these presents,

then and from thenceforth this grant and demise shall be entirely null and void. And in such case it shall and may be lawful for said Department [of Parks] to serve or cause to be served on the [MMA] a notice in writing, declaring that the said grant hereinbefore made has become utterly null and void, and thereupon the [Parks Department], its successor or successors (six months time being first given to the [MMA] to remove its property therefrom), may re-enter and shall again have, repossess and enjoy the premises before mentioned the same as if their first and foremost estate and in like manner as though these presents had never been made . .

..

(Lease, Art. Eighthly) (Ex. 1).

39. Upon information and belief, the provisions of the Lease discussed above have not been amended, modified, or superseded.

40. After the MMA first opened, members of the public demanded that the Museum Building and Museum Exhibition Halls be accessible and free on Sundays.

41. In 1892, the State Legislature enacted Chapter 419 (“1892 Act”), pursuant to which the MMA was required to remain open and free to the public all seven (7) days of the week, plus two evenings per week throughout the year, in consideration for specified Additional Funding from the Parks Department. In this regard, the 1892 Act states:

The Department of Public Parks in the City of New York is hereby authorized to apply in each year for the keeping, preservation and exhibition of the collections in the buildings in Central Park that are now or may be hereafter occupied by The Metropolitan Museum of Art, in addition to the sum or sums now authorized by law for such purposes, such further sum not exceeding seventy thousand dollars, upon condition that the collections in the said Metropolitan Museum of Art shall be kept open and ***accessible to the public hereafter free of all charge throughout the year, including Sunday afternoons and two evenings in each week***, within such hours and subject to such rules and regulations as may be agreed upon between the Trustees of said Museum and said Department.

(1892 Act) (emphasis added).

42. After the 1892 Act, the MMA expressed concern that the additional costs of operations triggered by the requirement to remain open seven (7) days per week were imposing a hardship on the MMA.

43. In 1893, the State Legislature enacted Chapter 476, pursuant to which the MMA would be permitted to limit the free days and times to *five days per week* (including Sunday afternoons) plus *two free evenings every week* (“Free Days Under Statute”). In this regard, Chapter 476 states:

The Department of Public Parks in the City of New York is hereby authorized to apply in each year for the keeping, preservation and exhibition of the collections in the buildings in Central Park that are now or may be hereafter occupied by the [MMA], in addition to the sum or sums now authorized by law for such purposes, such further sum not exceeding \$70,000, upon condition that the collections in the said MMA ***shall be kept open and accessible to the public hereafter free of charge throughout the year for five days each week, one of which shall be Sunday afternoon and also for two evenings in each week . . . .***

(Free Admission Statute, previously defined) (emphasis added).

44. The Lease and Free Admission Statute were specifically designed to make the art, collections and exhibits of the MMA available to the masses, including and especially those who would find it difficult to afford admissions fees.

45. Under the Lease and Free Admission Statute, the MMA can **only** charge a fee for admission on two days per week, which days are not permitted to include Wednesdays, Thursdays, Fridays, Saturdays or legal or public holidays, and no admission fees can be charged on Sunday afternoons (“Lawful Fee-for-Entry Times”).

46. Upon information and belief, the Free Admission Statute has not been further

amended, modified or superseded.

***The MMA Has Not Been Required to Pay Rent***

47. Consistent with the terms of the Lease, the MMA has, since 1878, and continues to, occupy and use the Public Parkland without paying any rent to the City or any other party.

48. Consistent with the terms of the Lease, the MMA occupies and uses the Museum Building without paying any rent to the City or any other party.

49. The value to MMA of the free rent for the Public Parkland and the Museum Building provided by the City under the Lease is estimated to be approximately \$368 Million annually; and the aggregate value of the free rent for Public Parkland and the Museum Building provided by the City to the MMA over the course of the last 42 years (*i.e.*, since 1970) is estimated to be in excess of \$9.4 Billion.<sup>2</sup>

***Despite the City's Complete Fulfillment of its Obligations, the MMA Has Refused to Comply with the Lease and Free Admission Statute, Charging and Collecting from Members of the Class Unlawful and Deceptive Admission Fees and Other Costs in the Tens of Millions of Dollars Per Year***

50. Since the opening of the Museum Building approximately 130 years ago, the City has honored its obligations under the 1871 Act, Museum Facility Establishment Legislation, Lease Enabling Statute, Free Admission Statute and the Lease by, *inter alia*: (i) constructing, building, furnishing and equipping the Museum Building without charge to the MMA; (ii) permitting the MMA to occupy the Public Parkland and the Museum Building rent-free; (iii) providing the Additional Funding to the MMA; and (iv) providing significant additional public funds to pay the

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<sup>2</sup> The aforementioned figures are adjusted for 2011 dollars.

costs of the MMA's gas, electric and other utilities, and to defray the MMA's security costs.<sup>3</sup>

51. In breach of its obligations under the Lease and Free Admission Statute, the MMA has adopted, and Defendant has continuously promulgated, disseminated, advertised, implemented and enforced, policies that directly violate the Free Admission Requirement.

52. The MMA charges Admission Fees for entry into the Museum Exhibition Halls.

53. MMA officials over the years have acknowledged in writing that the MMA charges the Admission Fees.

54. The imposition of Admission Fees dissuades members of the general public, including and especially the poor, from obtaining entry into the Museum Exhibition Halls, in direct violation of the Free Admission Requirement reflected in the Lease and Free Admission Statute.

55. MMA has misled, and regularly misleads, members of the general public to believe, on all days of the week during times when the MMA is open, that they are required to pay the Admission Fees in order to enter Museum Exhibition Halls (*i.e.*, MMA's Deceptive Admission Fee Policy). The MMA's Deceptive Admission Fee Policy has been implemented by use of a variety of methods, several of which are recited below.

### ***The Museum's Deceptive Signage, Facility Configuration and Cashier Training/Evaluation***

56. The MMA currently has one main entrance ("Public Entrance").<sup>4</sup>

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<sup>3</sup> Upon information and belief, the City, from 1970 through and including 2011, provided Additional Funding to the MMA in the approximate amount of \$880 Million (adjusted to 2011 dollars).

<sup>4</sup> The MMA also maintains a ground-level entrance frequented by, *inter alia*, the disabled, school groups and persons who use the MMA's underground garage. All allegations that pertain to the "Public Entrance" as herein defined apply with equal force to the ground-level entrance, where, *inter alia*, "Deceptive Signs" (hereinafter defined) are displayed to enforce and collect the Admission Fees that violate the Free Admission Statute and Lease, alongside a similar configuration with ticket booths and MMA Cashiers.

57. Upon arrival at the Public Entrance, MMA employees usher visitors into lines, at the end of which cashiers (“MMA Cashiers”) are situated.

58. Upon information and belief, the purpose of creating a line that leads to MMA Cashiers is to deceive, and creating such lines leading to MMA Cashiers has in fact deceived, visitors into believing that they are required to pay the Admission Fees.

59. The MMA provides metallic Admission Buttons only to MMA Members and those who pay the Admission Fees.<sup>5</sup>

60. The Admission Buttons are for display on visitors’ clothing in order to identify for security personnel those who have been granted admission to the Museum Exhibition Halls by reason of their payment of Admission Fees or their purchase of MMA Membership.

61. The MMA security staff will not permit those not wearing the Admission Buttons to enter the Museum Exhibition Halls.

62. Upon information and belief, the purpose of providing Admission Buttons to those who have been granted admission to the Museum Exhibition Halls is to facilitate, and such has in fact facilitated, the collection of the Admission Fees.

63. Upon information and belief, the purpose of configuring the Public Entrance in the manner herein described is to facilitate, and has in fact facilitated, the collection of the Admission Fees.

64. Deceptive Signs above the MMA Cashiers at the Public Entrance refer to payment of amounts due in order to enter the Museum Exhibition Halls (“Deceptive Signs”).

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<sup>5</sup> On information and belief, certain students who do not pay an entrance fee are provided with Admission Buttons.

65. The Deceptive Signs state as follows in regard to admissions:

**Admissions**

*Recommended*

*No extra charge for special exhibitions*

**Adults** **\$25.00**

**Seniors** *65 and over* **17.00**

**Students** **12.00**

**Members** *Join Today!* **Free**

*Children under 12 free*

(Ex. 2) (bold and size differential in original).

66. The use of bold print for the term “Admissions,” together with the bold-print prices to be charged, and the significant difference in the font size between the aforesaid and the word “Recommended,” which appears in tiny, un-bolded print, is designed to cause members of the general public to overlook that the Admission Fees are purported to be “recommended” rather than mandatory.

67. The word “Recommended” is, at best, subjective, unclear and undefined. The Deceptive Signs do not indicate whether a visitor can enter the Museum Exhibition Halls without paying the full, or any particular portion of, the stated Admission Fee.

68. The Deceptive Signs are not translated into any other languages, even though, on information and belief, a significant portion of visitors to the MMA have limited English proficiency.

69. It is a violation of the Free Admission Statute and the Lease to state or suggest that visitors are required to pay *anything* in order to enter the Museum Exhibition Halls on one of the days when admission is legally required to be free.

70. The reference to “Members” being entitled to enter the Museum Exhibition Halls for “Free” conveys the false and deceptive message that, to enter the Museum Exhibition Halls,

members of the general public (who are not MMA Members) are required to pay the Admission Fees.

71. The reference to children under 12 being entitled to enter the MMA for “Free” conveys the false and deceptive message that, to view the Museum Exhibition Halls, members of the general public who are not under the age of 12 are required to pay the Admission Fees.

72. The instruction that “no *extra charge*” will be imposed for “special exhibits” conveys that a charge is imposed and must be paid for regular admission.

73. Another sign appears on a wall directly inside the Museum Building by the Public Entrance, stating in pertinent part:

Groups

10 or more visitors  
*Group rates apply.*

(Ex. 3) (emphasis added). There is no reference to the fact that members of the general public, including those traveling in groups of 10 or more, are not subject to any admission fee.

74. The assertion that special reduced “rates” apply to groups of 10 or more visitors conveys the false and deceptive message that, to view the Museum Exhibition Halls, members of the general public are required to pay the Admission Fees.

75. Upon information and belief, the creation of lines funneling visitors to MMA Cashiers who work adjacent to signs referencing payment amounts for different categories of persons (adults, students, seniors, etc.), with references to certain groups of individuals receiving lower rates and children under 12 and members receiving free admission is all designed to falsely convey to visitors, and has in fact falsely conveyed to visitors, that, unless visitors are members or under age

12, the Admission Fees must be paid in order to enter the Museum Exhibition Halls.

76. Nowhere in the Museum Building is any visitor advised that admission to the Museum Exhibition Halls is free for most days of each week.

77. Upon information and belief, MMA Cashiers are trained and instructed not to disclose to visitors that they can pay less than the stated Admission Fee, or nothing at all, and still receive an Admission Button to enter the Museum Exhibition Halls.

78. Upon information and belief, MMA Cashiers are trained and instructed to pressure and embarrass visitors into paying the stated Admission Fee.

79. Upon information and belief, MMA Cashiers are, in fact, financially and otherwise incentivized not to disclose to visitors that they could pay less than the stated Admission Fees, or nothing at all. For example, upon information and belief, MMA Cashiers are evaluated and given compensation and other benefits based on the average per capita amount that each cashier collects from visitors. This per capita analysis of Admission Fees collected by each MMA Cashier financially incentivizes MMA Cashiers to avoid disclosing that visitors can pay less than the stated Admission Fees, or nothing at all, and to outright mislead visitors into thinking that full payment of the stated Admission Fee is necessary in order to enter the Museum Exhibition Halls.

80. The configuration of the Museum Building's entry hall; the use of lines leading to MMA Cashiers; MMA's Deceptive Signs; the use of identifying Admission Buttons; the references to "group rates" and "free admission" for only certain limited categories of persons (collectively "Deceptive Signage and Facility Configuration"); the training of MMA Cashiers not to disclose that visitors can pay less than the stated Admission Fees, or nothing at all; and the evaluation and compensation of MMA Cashiers based on per capita Admission Fees collected, all, individually and

collectively, constitute deceptive business practices within the meaning of General Business Law § 349.

***The MMA's Deceptive Online Conduct***

81. The MMA offers future visitors to the Museum Building the opportunity to order a ticket, voucher, or pass to enter the Museum's Exhibition Halls on the MMA's Website and on various third-party websites ("Third-Party Websites").

82. Upon information and belief, the Third Party Websites contain content approved by the MMA and provide remuneration and payment to the MMA in connection with the Third Party Websites' sale of tickets, vouchers, or passes providing for admission to the Museum Exhibition Halls.

83. These Third-Party Websites include, but are not limited to: [newyorkpass.com](http://newyorkpass.com), [broadwaybox.com](http://broadwaybox.com), [travelocity.com](http://travelocity.com), [smartdestinations.com](http://smartdestinations.com), and [expedia.com](http://expedia.com). The MMA's Website and the Third-Party Websites do not disclose that no purchase is necessary to enter the Museum Exhibition Halls on most days of the week; deceptively convey to members of the general public that payment of an admission fee is required to obtain entry to the Museum Exhibition Halls; and do not allow visitors to pay less than the stated Admission Fees when ordering a ticket, voucher, or pass to enter the Museum's Exhibition Halls.

84. Upon information and belief, once an individual orders a ticket, voucher, or pass to enter the Museum's Exhibition Halls from one of the aforementioned websites, that individual (the "Online Purchaser") must visit the Will Call window or the Information Desk at the Museum Building in order to be permitted to enter the Museum Exhibition Halls (Ex. 3).

85. Upon information and belief, when the Online Purchaser enters the Museum Building,

the aforementioned Deceptive Signage and Facility Configuration – a variety of ticket booths with MMA Cashiers, lines leading to the ticket booths for those individuals who have not paid for admission prior to arriving at the Museum Building, and the Deceptive Signs above the ticket booths listing the MMA’s Admission Fees – is visible, prominent, and unavoidable. The Online Purchaser also sees a separate Will Call window for those who have ordered a ticket, voucher or pass online, and a separate Information Desk (*Id.*).

86. Because of the Deceptive Signage and Facility Configuration, Online Purchasers are lead to believe that, if they had not ordered a ticket, voucher, or pass online, they would need to stand in line and pay a fee in order to enter the Museum Exhibition Halls. Indeed, if there were no Admission Fee requirement, there would be no lines.

87. Upon information and belief, at the Will Call window or Information Desk, the Online Purchaser must show the MMA employee the online printout of her ticket, voucher, or pass. The MMA employee will then provide the Online Purchaser with an Admission Button indicating that she is permitted to enter the Museum Exhibition Halls.

88. Upon information and belief, because of the Deceptive Signage and Facility Configuration, along with the maintenance of a separate Will Call window and a separate Information Desk, an Online Purchaser remains unaware, upon her entry to the Museum Exhibition Halls, that visitors are not required to pay an Admission Fee in order to enter the Museum Exhibition Halls.

89. The MMA’s promotion and sale of tickets, vouchers, and passes online, and the MMA’s above-described deceptive entry scheme constitute false and deceptive business practices within the meaning of General Business Law § 349.

***The MMA's Membership Policy and Promotions Constitute Deceptive Business Practices***

90. Upon information and belief, MMA Cashiers are trained and instructed to suggest purchasing an annual MMA Membership to visitors, and to promote free admission to the Museum Exhibition Halls for one full year as a key benefit of such membership.

91. A visitor to the Museum Building can purchase an annual MMA Membership from the MMA Membership Desk inside the Public Entrance. Because of the aforementioned Deceptive Signage and Facility Configuration and the deceptive training of MMA Cashiers, a purchaser of an annual MMA Membership is lead to believe that, if she had not purchased such MMA Membership, she would need to stand in line and pay a fee in order to enter the Museum Exhibition Halls during her current, and any subsequent, visits to the museum.

92. The MMA advertises MMA Memberships through promotional brochures that prominently advertise "free unlimited admission" to the Museum's Exhibition Halls as a key benefit of membership, and that invite recipients to apply for their MMA Membership by mail.

93. The MMA also advertises MMA Memberships through the MMA's Website which lists the first attribute of membership as: "Free unlimited admission to the Metropolitan Museum of Art and the Cloisters museum and gardens" as if there were a required Admission Fee to the Museum's Exhibition Halls in the absence of MMA Membership. The MMA's Website also lists additional, more expensive categories of membership which will permit members to bring children, other family members and friends into the MMA as guests for "free" -- as if there were a required Admission Fee in the absence of such MMA Membership.

94. Upon information and belief, once an individual orders a MMA Membership on the MMA's Website or by mail, that individual ("Online or By-Mail Membership Purchaser") must visit

a desk inside the Museum Building (“Membership Desk”) in order to be permitted to enter the Museum Exhibition Halls.

95. Upon information and belief, when the Online or By-Mail Membership Purchaser enters the Museum Building, the aforementioned Deceptive Signage and Facility Configuration – a variety of ticket booths with MMA Cashiers, lines leading to the ticket booths for those individuals who have not paid for admission prior to arriving at the Museum Building, and the Deceptive Signs above the ticket booths listing the MMA’s Admission Fees – is prominent, visible, and unavoidable. The Online or By-Mail Membership Purchaser also sees a separate Membership Desk for those who have ordered or who wish to purchase a membership to the MMA.

96. Because of the above-described Deceptive Signage and Facility Configuration, Online or By-Mail Membership Purchasers are lead to believe that, if they had not ordered an MMA Membership, they would need to stand in line and pay a fee in order to enter the Museum Exhibition Halls.

97. Upon information and belief, at the Membership Desk, the Online Membership Purchaser must show the MMA employee documentation of their order of an MMA Membership. The MMA employee will then provide the Online or By-Mail Membership Purchaser with an Admission Button indicating that she is permitted to enter the Museum Exhibition Halls.

98. Upon information and belief, because of the above-described Deceptive Signage and Facility Configuration, along with the maintenance of a separate Membership Desk, an Online or By-Mail Membership Purchaser remains unaware, upon her entry to the Museum Building, that visitors are not required to pay an Admission Fee in order to enter the Museum Exhibition Halls.

99. The MMA’s sale of MMA Memberships and the MMA’s deceptive entry scheme

constitute false and deceptive business practices within the meaning of General Business Law § 349.

***Class Action Allegations***

100. This action is brought as and may properly be maintained as a class action under the provisions of Article 9 of the CPLR.

101. The putative Class is defined as those individuals who purchased, in the last three years: (1) a ticket to enter the MMA or MMA Membership by credit card; and (2) were deceived into making this purchase by the deceptive conduct and representations of the MMA as set forth above.

102. The members of this putative Class are so numerous that separate actions or joinder of parties, whether required or permitted, is impracticable.

103. There are questions of law and fact common to the Class that predominate over any questions affecting only individual members of each Class.

104. A principal common question of law for the Class is whether Defendant violated General Business Law § 349 in leading class members to believe that individuals are always required to pay an Admission Fee in order to enter the Museum Exhibition Halls.

105. Principal common questions of fact for the Class include whether the MMA's Deceptive Signage and Facility Configuration, the MMA's training and compensation of MMA Cashiers, and the MMA's deceptive online practices deceived visitors into thinking that an Admission Fee is always required to enter the Museum Exhibition Halls.

106. Plaintiffs have no interests antagonistic to the interests of the other members of the Class. There is no conflict between Plaintiffs and any other members of the Class with respect to this action or the claims for relief herein.

107. Plaintiffs are committed to the vigorous prosecution of this action and have retained competent legal counsel experienced in consumer fraud and class action litigation matters for that purpose.

108. Plaintiffs are adequate representatives of the Class and, together with their attorneys, are able to, and will fairly and adequately, protect the interests of the Class and its members.

109. In addition, a class action is superior to other available methods for the fair, just, and efficient adjudication of the claims asserted herein. Joinder of all members of the Class is impracticable and, for financial and other reasons, it would be impractical for individual members of the Class to pursue separate claims. Moreover, prosecution of separate actions by individual members of the Class would create the risk of varying and inconsistent adjudications, and would unduly burden the courts.

110. Plaintiffs and their counsel anticipate no difficulty in the management of this litigation as a class action.

**FIRST CAUSE OF ACTION  
(Violation of New York General Business Law § 349)**

111. Plaintiffs repeat and reallege all of the allegations contained in ¶¶ 1 through 110 hereof as if set forth fully herein.

112. The MMA's implementation, publication, dissemination and enforcement of MMA's Deceptive Admission Fee Policy has been, and continues to be, materially misleading and deceptive to members of the Class and to the Plaintiffs in material respects.

113. The MMA's implementation, publication, dissemination and enforcement of MMA's Deceptive Admission Fee Policy has had, and continues to have, a broad negative impact on the general public, including Plaintiffs and members of the Class.

114. Defendant's aforesaid deceptive misconduct also includes, *inter alia*:

- conveying to members of the general public that Admission Fees are required in order to gain entry into the Museum Exhibition Halls on Free Days Under the Lease and Free Days Under Statute (collectively, "Free Days");
- erecting and maintaining the Deceptive Signs indicating that Admission Fees are due on Free Days;
- ushering visitors to lines upon entry into the Museum Building and leading them to MMA Cashiers, whose kiosks are situated directly beneath the Deceptive Signs;
- training and instructing MMA Cashiers not to disclose that visitors can, on Free Days, pay less than the stated Admission Fees, and indeed can pay no Admission Fee at all;
- providing financial and other incentives to MMA Cashiers that encourage them not to disclose to visitors that on Free Days they may pay less than the stated Admission Fee, or nothing at all;
- using Admissions Buttons as a means of enforcing the charging of Admission Fees;
- creating the deceptive and fraudulent MMA Website;
- approving, sponsoring, and profiting from Third-Party Websites that are fraudulent and deceptive;
- maintaining the MMA's Deceptive Signage and Facility Configuration;
- ushering those who ordered online vouchers or passes to exchange their vouchers or passes at the MMA's Will Call window;
- accepting payment of Admission Fees on Free Days from members of the general public who have been misled by Defendant's deceptive misconduct;
- promoting and marketing annual MMA Memberships by conveying that such confer the benefit of free admission for a full year even though members of the general public are, on most days of the week, entitled to such free admission as a matter of

law;

- accepting payment of funds for MMA Memberships under the false pretenses herein described;
- discriminating against the poor and others who cannot afford to pay the Admission Fees charged; and
- otherwise engaging in deceptive misconduct.

115. The MMA's aforementioned misleading and deceptive practices violate the consumer protection provisions of § 349 of the New York General Business Law.

116. Plaintiffs and members of the Class have been, and continue to be, injured by reason of their being deceived and misled by MMA into paying sums for entry into the Museum Exhibition Halls in violation of the Free Admission Requirement.

117. Plaintiffs and members of the Class have been, and continue to be, injured by reason of their being deceived and misled by MMA into purchasing MMA Memberships.

118. Plaintiffs and members of the Class, including particularly those members of the Class with lesser economic means and their families, have been, and continue to be, deceived and misled by the MMA's Deceptive Admission Fee Policy into forgoing future visits to the Museum Building, and enjoying its art, collections and other exhibits in the Museum Exhibition Halls.

119. The MMA's aforementioned misleading and deceptive misconduct is ongoing and will continue unless enjoined by the Court.

120. By reason of the foregoing, Plaintiffs are entitled to a restraining order, preliminary injunction and permanent injunction, enjoining Defendant from charging any Admission Fees or any sum for admission to the Museum Exhibition Halls going forward on Free Days and, in addition, directing Defendant to, *inter alia*:

- inform all persons entering the MMA on Free Days that they have the right to enter the Museum Exhibition Halls free of charge;
  - remove on Free Days all signs indicating that an Admission Fee of any amount is required, can otherwise be charged or is even “recommended;”
  - discontinue use of any and all marketing, brochures, promotional literature, and/or other print and/or related advertising, including online advertising and posts, that reference Admission Fees, or insinuate that payment of any sum is required, otherwise can be charged or is even “recommended” on Free Days;
  - engage in advertising and promotional efforts, in both English and Spanish, to inform students, teachers, and residents of New York’s poorer communities that admission to the Museum’s Exhibition Halls is free of charge on Free Days;
  - discontinue all sales of MMA Memberships until Defendant makes absolutely clear that free admission does not constitute a benefit of such membership (except at Lawful Fee-for-Entry Times);
  - discontinue use on Free Days of Admission Buttons or other similar devices designed to enforce collection of Admission Fees;
  - discontinue training, instructing, and providing financial and other incentives to MMA Cashiers to mislead visitors into thinking that paying the Admission Fee is required to enter;
  - direct the MMA to instruct all of its third-party vendors and others from which the MMA receives any remuneration in regard to Admission Fees (whether or not allegedly “recommended”) to discontinue all advertising, marketing, promotion, charging and/or otherwise selling admission tickets or other methods of entry into the MMA (except for entry at Lawful Fee-for-Entry Times); and
  - remove all references to Admission Fees and other charges from the MMA Website and all other websites over which Defendant has any control (until it is made clear that such fees and/or charges may be imposed only at Lawful Fee-for-Entry Times).
121. By reason of the foregoing, Plaintiffs are entitled to recover their actual damages.
122. By reason of the foregoing, Plaintiffs are entitled to payment of their attorneys’ fees.
123. As to prospective relief, Plaintiffs have no remedy at law.

**SECOND CAUSE OF ACTION**  
**(Violation of MMA Lease/Third Party Beneficiary)**

124. Plaintiffs repeat and reallege all of the allegations contained in ¶¶ 1 through 123 hereof as if set forth fully herein.

125. The Lease constitutes an agreement between the MMA and the City.

126. Upon information and belief, the City has complied with its obligations under the Lease.

127. Members of the general public such as the Plaintiffs and the members of the Class are intended third-party beneficiaries under the Lease.

128. Under the Lease, members of the general public are entitled to free admission throughout the year on Wednesdays, Thursdays, Fridays, Saturdays, and all legal and public holidays (except Sundays) from 10 AM to 30 minutes before Sunset (“Free Days Under the Lease”).

129. The MMA’s Deceptive Admission Fee Policy is and, in the absence of judicial intervention shall continue to be, in direct breach and violation of the terms of the Lease.

130. The MMA’s breach of the Lease is actively causing ongoing harm to Plaintiffs and the Class by, *inter alia*:

- wrongfully imposing Admission Fees upon millions of people per year on Free Days Under the Lease;
- intimidating and deceiving Class members into paying monies that they would not otherwise pay;
- dissuading Class members from visiting the Museum Exhibition Halls due to the Admission Fee;
- discriminating against the poor who cannot afford an Admission Fee;
- dissuading Class members from visiting the Museum Exhibition Halls due to the frequently long lines required to gain admission;

- inducing class members into purchasing MMA Memberships to secure admission rights that they already possess; and
- causing additional harm.

131. By reason of the foregoing, Plaintiffs are entitled to a restraining order, preliminary injunction and permanent injunction, enjoining Defendant from charging any admission fees going forward on Free Days Under the Lease and, in addition, directing Defendant to, *inter alia*:

- inform all persons entering the MMA that they have the right on Free Days Under the Lease to enter the Museum Exhibition Halls free of charge;
- remove all signs indicating that, on Free Days Under the Lease, an Admission Fee of any amount is required, can otherwise be charged or is even “recommended;”
- discontinue use of any and all marketing, brochures, promotional literature, and/or other print and/or related advertising, including online advertising and posts, that reference Admission Fees, or insinuate that payment of any sum is required, otherwise can be charged or is even “recommended” on Free Days Under the Lease;
- discontinue use of Admission Buttons or other similar devices designed to enforce collection of Admission Fees on Free Days Under the Lease;
- discontinue all sales of MMA Memberships until such time as Defendant makes disclosures subject to the supervision of the Court that make absolutely clear that free admission does not constitute a benefit of such MMA Memberships, except at Lawful Fee-for-Entry Times;
- instruct all of its third-party vendors and others from which the MMA receives any remuneration in regard to Admission Fees (whether or not allegedly “recommended”) to discontinue all advertising, marketing, promotion, charging and/or otherwise selling admission tickets or other methods of entry into the MMA, except for entry at Lawful Fee-for-Entry Times; and
- remove all references to Admission Fees and/or other charges from the MMA Website and all other websites over which Defendant has any control (until it is made clear that such fees and/or charges may be imposed only at Lawful Fee-for-Entry Times).

132. As to prospective relief, Plaintiffs have no remedy at law.

**THIRD CAUSE OF ACTION**  
**(Violation of Free Admission Statute/Third Party Beneficiary)**

133. Plaintiffs repeat and reallege all of the allegations contained in ¶¶ 1 through 132 hereof as if set forth fully herein.

134. Upon information and belief, the MMA received and accepted the Additional Funding referenced in the Free Admission Statute (the 1893 Act).

135. Under the Free Admission Statute, members of the general public, including Plaintiffs and members of the Class, are entitled to free admission to the Museum Exhibition Halls five days per week (including Sunday afternoons), plus two evenings per week (“Free Days Under Statute”).

136. Plaintiffs and members of the Class are members of the general public, upon whom the Free Admission Statute was designed to confer a benefit and protection.

137. Defendant has violated the Free Admission Statute by, *inter alia*:

- charging Admission Fees on Free Days Under Statute throughout the week, without exception to members of the general public other than children under age 12 and those who have purchased annual MMA Memberships;
- conveying to members of the general public that Admission Fees are required prior to entry into the Museum Exhibition Halls on Free Days Under Statute;
- creating and erecting the Deceptive Signs;
- ushering visitors on Free Days Under Statute to lines upon entry into the Museum Building that lead them to MMA Cashiers, whose kiosks are situated directly beneath the Deceptive Signs;
- training and instructing MMA Cashiers not to disclose that visitors can pay less than the stated Admission Fees;
- providing financial incentives to MMA Cashiers that encourage them not to disclose to visitors that on Free Days Under Statute they may pay less than the stated Admission Fee, or nothing at all;

- use of Admissions Buttons as a means of enforcing the charging of Admission Fees on Free Days Under Statute;
- creating the deceptive and fraudulent MMA Website;
- approving, sponsoring, and profiting from Third-Party Websites that are fraudulent and deceptive;
- promoting and marketing annual MMA Memberships by conveying that such confer the benefit of free admission even though members of the general public are, on most days of the week, entitled to such free admission as a matter of law; and
- otherwise breaching the letter and spirit of the Free Admission Statute.

138. By reason of the foregoing, Plaintiffs are entitled to a restraining order, preliminary injunction and permanent injunction, enjoining Defendant from charging any Admission Fees going forward on Free Days Under Statute and, in addition, directing Defendant to, *inter alia*:

- inform all persons entering the MMA that they have the right on Free Days Under Statute to enter the Museum Exhibition Halls free of charge;
- remove all signs indicating that, on Free Days Under Statute, an Admission Fee of any amount is required, can otherwise be charged or is even “recommended;”
- discontinue use of any and all marketing, brochures, promotional literature, and/or other print and/or related advertising, including online advertising and posts, that reference Admission Fees, or insinuate that payment of any sum is required, otherwise can be charged or is even “recommended” on Free Days Under Statute;
- engage in advertising and promotional efforts, in both English and Spanish, to inform students, teachers, and residents of New York’s poorer communities that admission to the Museum’s Exhibition Halls is free of charge on Free Days Under Statute;
- discontinue all sales of MMA memberships until Defendant makes absolutely clear that free admission does not constitute a benefit of such membership, except at Lawful Fee-for-Entry Times;
- discontinue use of Admission Buttons or other similar devices designed to enforce collection of Admission Fees on Free Days Under Statute;
- discontinue training, instructing, and providing financial or other incentives to MMA Cashiers to mislead visitors into thinking that paying the Admission Fee is always

required to enter;

- direct the MMA to instruct all of its third-party vendors and others from which the MMA receives any remuneration in regard to Admission Fees (whether or not allegedly “recommended”) to discontinue all advertising, marketing, promotion, charging and/or otherwise selling admission tickets or other methods of entry into the MMA, except for entry at Lawful Fee-for-Entry Times; and
- remove all references to Admission Fees and/or other charges from the MMA Website and all other websites over which Defendant has any control, until it is made clear that such fees and/or charges may be imposed only at Lawful Fee-for-Entry Times.

139. As to prospective relief, Plaintiffs have no remedy at law

**FOURTH CAUSE OF ACTION  
(Misrepresentation)**

140. Plaintiffs repeat and reallege all of the allegations contained in ¶¶ 1 through 139 hereof as if set forth fully herein.

141. The MMA has promulgated, disseminated and advertised, and continues to promulgate, disseminate, and advertise misrepresentations and other statements in connection with the MMA’s Deceptive Admission Fee Policy to the general public and to Plaintiffs (“Misrepresentations”).

142. The Misrepresentations are reflected, *inter alia*, in the MMA’s Deceptive Signage, the MMA’s Website, the Third-Party Websites, and other promotional marketing literature, media, and signage recited in ¶¶ 50-99 hereof.

143. The Misrepresentations made in connection with the MMA’s Deceptive Admission Fee Policy were and are false, deceptive and misleading at the time they were disseminated, published and advertised and to the present date.

144. Upon information and belief, at the time of dissemination, publication and advertisement of the Misrepresentations made in connection with the MMA's Deceptive Admission Fee Policy, the MMA knew, and still knows, that the statements made in furtherance of the MMA's Deceptive Admission Fee Policy were and are false, deceptive, and misleading.

145. Upon information and belief, the MMA disseminated, published and advertised the Misrepresentations made in connection with the MMA's Deceptive Admission Fee Policy with the intent of deceiving and defrauding the general public, including the Plaintiffs and members of the Class, into paying the Admission Fees that violate the Free Admission Statute and the Lease.

146. Plaintiffs and members of the Class were ignorant of the falsity of the Misrepresentations made in connection with the MMA's Deceptive Admission Fee Policy, including that such are in violation of the Free Admission Requirement.

147. Plaintiffs and members of the Class actually relied upon the Misrepresentations made in connection with the MMA's Deceptive Admission Fee Policy that were and are disseminated, publicized and advertised by MMA, and upon their purported validity, and as a result the Plaintiffs and the Class have been defrauded into paying sums of money to be admitted into the Museum Exhibition Halls, which sums were not properly payable for entry thereto, and many other members of the general public have been dissuaded from seeking, and have not sought entry into the Museum Facility, in order to avoid paying the purported Admission Fee.

148. Plaintiffs and members of the Class would not have paid the sums of money they paid to gain entrance to the Museum Facility, except for their reliance upon the MMA's Deceptive Admission Fee Policy disseminated, publicized and advertised by the MMA.

149. Plaintiffs and members of the Class have been damaged, and will continue to suffer damage, as a result of the foregoing scheme.

150. By reason of the foregoing, Plaintiffs and members of the Class are entitled to an immediate restraining order, preliminary injunction and permanent injunction, enjoining Defendant from charging any Admission Fees going forward on Free Days and, in addition, directing Defendant to, *inter alia*:

- inform all persons entering the MMA that they have the right, on Free Days, to enter the Museum Exhibition Halls free of charge;
- remove all signs indicating that an Admission Fee of any amount is required on Free Days, or can otherwise be charged or is even “recommended on Free Days;”
- discontinue use of any and all marketing, brochures, promotional literature, and/or other print and/or related advertising, including online advertising and posts, that reference Admission Fees, or insinuate that payment of any sum is required, otherwise can be charged or is even “recommended” on Free Days;
- engage in advertising and promotional efforts, in both English and Spanish, to inform students, teachers, and residents of New York’s poorer communities that admission to the Museum’s Exhibition Halls is free of charge on Free Days;
- discontinue all sales of MMA Memberships until Defendant makes absolutely clear that free admission does not constitute a benefit of such membership (except at Lawful Fee-for-Entry Times);
- discontinue use of Admission Buttons or other similar devices designed to enforce collection of Admission Fees;
- discontinue training, instructing, and providing financial incentives to MMA Cashiers to mislead visitors into thinking that paying the Admission Fee is always required to enter the Museum Exhibition Halls;
- direct the MMA to instruct all of its third-party vendors and others from which the MMA receives any remuneration in regard to Admission Fees (whether or not allegedly “recommended”) to discontinue all advertising, marketing, promotion, charging and/or otherwise selling admission tickets or other methods of entry into the MMA, except for entry at Lawful Fee-for-Entry Times; and

- remove all references to Admission Fees and/or other charges from the MMA Website and all other websites over which Defendant has any control, until it is made clear that such fees and/or charges may be imposed only at Lawful Fee-for-Entry Times.

151. As to prospective relief, Plaintiffs have no remedy at law.

**WHEREFORE**, for the reasons herein set forth, Plaintiffs demand judgment over and against Defendant:

(I) As to the First, Second, Third and Fourth Causes of Action: an immediate restraining order, preliminary injunction and permanent injunction, enjoining the MMA, on Free Days, from charging any Admission Fees going forward and, in addition, directing the MMA to, *inter alia*:

- inform all persons entering the MMA that they have the right, on Free Days, to enter the Museum Exhibition Halls free of charge;
- remove all signs indicating that, on Free Days, an Admission Fee of any amount is required, can otherwise be charged or is even “recommended” for entry into the Museum Exhibition Halls;
- discontinue use of any and all marketing, brochures, promotional literature, and/or other print and/or related advertising, including online advertising and posts, that reference Admission Fees, or insinuate that payment of any sum is required, otherwise can be charged or is even “recommended” on Free Days;
- engage in advertising and promotional efforts, in both English and Spanish, to inform students, teachers, and residents of New York’s poorer communities that admission to the Museum’s Exhibition Halls is free of charge on Free Days;
- discontinue all sales of MMA memberships until Defendant makes absolutely clear that free admission does not constitute a benefit of such membership, except at Lawful Fee-for-Entry Times;
- discontinue use, on Free Days, of Admission Buttons or other similar devices designed to enforce collection of Admission Fees;
- discontinue training, instructing, and providing financial incentives to MMA Cashiers to mislead visitors into thinking that paying the Admission Fee is always required to enter;

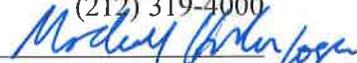
- direct the MMA to instruct all of its third-party vendors and others from which the MMA receives any remuneration from Admission Fees (whether or not allegedly “recommended”) to discontinue all advertising, marketing, promotion, charging and/or otherwise selling admission tickets or other methods of entry into the MMA, except for entry at Lawful Fee-for-Entry Times; and
- remove all references to Admission Fees and/or other charges from the MMA Website and all other websites over which Defendant has any control, until it is made clear that such fees and/or charges may be imposed only at Lawful Fee-for-Entry Times.

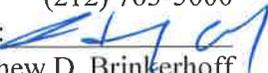
(II) As to the First Cause of Action, in addition to the foregoing, awarding Plaintiffs and the other members of the Class actual damages in an amount to be determined at trial;

(III) As to the First Cause of Action, in addition to the foregoing, an award of attorneys’ fees and costs;

(IV) Awarding Plaintiffs and the other members of the Class such other and further relief as this Court finds just and proper.

Dated: New York, New York  
March 5, 2013

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