

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

NATALIE KOVACS, individually and on behalf
of all others similarly situated,

Plaintiff,

COMPLAINT

v.

Index No.

AMC NETWORKS INC. d/b/a IFC CENTER,

Defendant.

_____ /

Plaintiff Natalie Kovacs brings this class action against Defendant and alleges as follows upon personal knowledge as to Plaintiff and Plaintiff's own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by Plaintiff's attorneys.

SUMMARY OF THE ACTION

1. This is a class action based on AMC Networks Inc. d/b/a IFC Center's ("Defendant" or "IFC Center") failure to properly disclose the total cost for the purchase of tickets in violation of New York law.

2. New York Law was recently enacted, effective August 29, 2022, to demand greater price transparency from ticket sellers. The law requires that all ticket sellers list the total cost of a ticket, inclusive of mandatory fees, before the consumer selects the tickets for purchase to allow consumers to make more informed decisions.

3. Specifically, New York Arts and Cultural Affairs Law § 25.07(4) requires that "every operator ... of a place of entertainment ... shall disclose the total cost of the ticket, inclusive of all ancillary fees that must be paid in order to purchase the ticket." *See*. "Such disclosure of the total cost and fees shall be displayed in the ticket listing prior to the ticket

being selected for purchase.” *Id.* (emphasis added). And “[t]he price of the ticket shall not increase during the purchase process.” *Id.*

4. Defendant has violated this law by failing to disclose a per-ticket \$1.95 “Service Fee” which increases the total cost of the ticket during the purchase process but is only disclosed after the ticket is selected for purchase. The Service Fee is added to the total cost of the ticket price regardless of the delivery method of the ticket.

5. Plaintiff therefore demands actual and/or statutory damages, reasonable attorneys’ costs and fees, and injunctive relief under New York Arts and Cultural Affairs Law § 25.33.

JURISDICTION AND VENUE

6. This Court has general personal jurisdiction over Defendant because Defendant is incorporated and headquartered in New York.

7. Venue is proper in this Court because IFC Center was headquartered in this County and a substantial portion of the occurrences and wrongdoing complained of herein occurred in this County.

PARTIES

8. Defendant is, and at all times relevant hereto was, a corporation with its principal place of business in New York County, New York.

9. Plaintiff is a citizen of New York who resides in New York County, New York. Plaintiff purchased two General Admission tickets on November 24, 2023 from Defendant’s website: www.ifccenter.com.

COMMON FACTUAL ALLEGATIONS

10. When a customer visits Defendant’s website to purchase a movie ticket from Defendant, they are first presented with ticket prices when they select a particular movie as follows:

📍 IFC Center
 🕒 Tuesday, Feb 6, 2024 6:30 PM
 📅
 (More Info)

Select Ticket Quantity

1 General Admission - \$18.00

0 Child - \$15.00

0 Senior - \$15.00

Add to Cart

11. Regardless of which ticket the customer selects, the purchase price that customer is offered is misleading as it is not the total cost of the ticket, inclusive of fees. Defendant hides this fact from customers at the time of ticket selection.

12. In fact, it is only after the customer selects a ticket and adds it to her cart that Defendant discloses a per-ticket \$1.95 “Service Fee” which increases the total cost of the ticket during the purchase process on every ticket purchase.

13. The “Service Fee” which is added on every ticket during the purchase process appears as follows:

Select Delivery Method (More Info)
☒ E-Ticket (Skip the Box Office) - \$0.00

Beyond the Wall | IFC Center | 2/6/2024 6:30 PM

Remove

Type	Tier	Price	Fee	Service Fee
General Admission	Admission	\$18.00	\$0.00	\$1.95

Purchases: \$18.00

Service Fees: \$1.95

Total: \$19.95

Checkout Cancel Order

Continue Shopping

14. Therefore, for example, the total ticket cost for a General Admission ticket is \$19.95, despite Defendant’s lower misleading representation of the price when a consumer selects this ticket.

15. Defendant’s practice of failing to disclose the total ticket price prior to the ticket being selected for purchase, which increases the cost of the ticket that a purchaser must pay just to purchase the ticket in violation of New York Arts and Cultural Affairs Law § 25.07(4).

CLASS ACTION ALLEGATIONS

16. Plaintiff seeks to represent a class defined as all individuals in the United States

who purchased tickets to the IFC Center located in the State of New York from Defendant's website on or after August 29, 2022 (the "Nationwide Class"). Excluded from the Nationwide Class is any entity in which Defendant has a controlling interest, and officers or directors of Defendant.

17. Plaintiff also seeks to represent a class defined as all individuals in the New York who purchased tickets to the IFC Center located in the State of New York from Defendant's website on or after August 29, 2022 (the "New York Subclass"). Excluded from the New York Subclass is any entity in which Defendant has a controlling interest, and officers or directors of Defendant.

18. Members of the Nationwide Class and New York Subclass are so numerous that their individual joinder herein is impracticable. On information and belief, members of the Class number in the thousands. The precise number of the Nationwide Class and New York Subclass members and their identities are unknown to Plaintiff at this time but may be determined through discovery. Nationwide Class and New York Subclass members may be notified of the pendency of this action by mail, email and/or publication through the ticket purchase records of Defendant.

19. Common questions of law and fact exist as to all the Nationwide Class and New York Subclass members and predominate over questions affecting only individual class members. Common legal and factual questions include, but are not limited to: (a) whether Defendant failed to disclose the total cost of the ticket, including all ancillary fees, prior to the tickets being selected for purchase in violation of New York Arts & Cultural Affairs Law § 25.07(4); and (b) whether the displayed price of Defendant's tickets increases during the purchase process in violation of New York Arts & Cultural Affairs Law § 25.07(4).

20. The claims of the named Plaintiff are typical of the claims of the Nationwide Class and New York Subclass in that the named Plaintiff sustained damages as a result of Defendant's failure to properly disclose the total ticket cost of its tickets during the online ticket

purchase process.

21. Plaintiff is an adequate representative of the Nationwide Class and New York Subclass because Plaintiff's interests do not conflict with the interests of the class members Plaintiff seeks to represent, Plaintiff has retained competent counsel experienced in prosecuting class actions, and Plaintiff intends to prosecute this action vigorously. The interests of class members will be fairly and adequately protected by Plaintiff and Plaintiff's counsel.

22. The class mechanism is superior to other available means for the fair and efficient adjudication of the claims of the Nationwide Class and New York Subclass members. Each individual class member may lack the resources to undergo the burden and expense of individual prosecution of the complex and extensive litigation necessary to establish Defendant's liability. Individualized litigation increases the delay and expense to all parties and multiplies the burden on the judicial system presented by the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court on the issue of Defendant's liability. Class treatment of the liability issues will ensure that all claims and claimants are before this Court for consistent adjudication of the liability issues.

COUNT I

New York Arts & Cultural Affairs Law § 25.07

(On Behalf Of The Nationwide Class and New York Subclass)

23. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set forth herein.

24. Plaintiff brings this claim individually and on behalf of the members of the Nationwide Class and New York Subclass against Defendant.

25. Defendant is an “operator... of a place of entertainment” because Defendant operates various nightlife venues, which are places of entertainment. ““Place of entertainment” means any privately or publicly owned and operated entertainment facility such as a theatre, stadium, arena, racetrack, museum, amusement park, or other place where performances, concerts, exhibits, athletic games or contests are held for which an entry fee is charged.” N.Y. Arts & Cult. Aff. Law § 25.03(6) (emphasis added).

26. Defendant violated New York Arts & Cultural Affairs Law § 25.07(4) by failing to disclose the “total cost of a ticket, inclusive of all ancillary fees that must be paid in order to purchase the ticket” after a ticket is selected, as depicted in this Complaint.

27. Defendant also violated New York Arts & Cultural Affairs Law § 25.07(4) by increasing the total cost of its tickets during the purchase process, as depicted in this Complaint.

28. Defendant’s “Service Fee” is an “ancillary fee[] that must be paid in order to purchase the ticket.” N.Y. Arts & Cult. Aff. Law § 25.07(4).

29. On or about November 24, 2023, Plaintiff purchased tickets on Defendant’s website and was forced to pay Defendant’s Service Fee. Plaintiff was harmed by paying this Service Fee since the total cost was not disclosed to Plaintiff at the beginning of the purchase process, and therefore, is unlawful pursuant to New York Arts & Cultural Affairs Law § 25.07(4).

30. On behalf of Plaintiff and members of the Nationwide Class and New York Subclass, Plaintiff seeks to enjoin the unlawful acts and practices described herein, to recover actual damages and reasonable attorneys’ fees. *See* N.Y. Arts & Cult. Aff. Law § 25.33.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks judgment against Defendant, as follows:

- a. For an order certifying the Nationwide Class and New York Subclass and naming Plaintiff as a representative of the Nationwide Class and New York Subclass and Plaintiff's attorneys as Class Counsel to represent the Nationwide Class and New York Subclass members;
- b. For an order declaring Defendant's conduct violates the law referenced herein;
- c. For an order finding in favor of Plaintiff and the Nationwide Class and New York Subclass on the count asserted herein;
- d. For compensatory and punitive damages in amounts to be determined by the Court and/or jury;
- e. For an order of restitution and all other forms of equitable monetary relief;
- f. For injunctive relief as pleaded or as the Court may deem proper; and
- g. For prejudgment interest on all amounts awarded; and
- h. For an order awarding Plaintiff and the Class their reasonable attorneys' fees, expenses, and costs of suit.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

Dated: February 8, 2024

Respectfully Submitted,

DAPEER LAW, P.A.

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