

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

Index No.: _____

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Date

Purchased: _____

WENDY WHITE,

Plaintiff,

-against-

METROPOLITAN OPERA ASSOCIATION, INC.

Defendant.

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SUMMONS

Plaintiff designates New York
County as the place of trial.

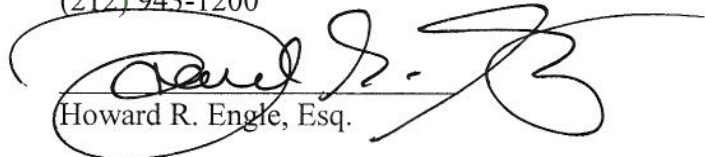
The basis of venue is: The
Defendant's principal place of
business

To the above named Defendant(s):

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorneys within twenty days after the service of this summons, exclusive of the day of service, where 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 appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
August 1, 2013

EDELMAN & EDELMAN, P.C.
Attorneys for Plaintiff
61 Broadway, Suite 3010
New York, New York 10006
(212) 943-1200



Howard R. Engle, Esq.

Defendant's Address:

Mr. Peter Gelb
General Manager
EXECUTIVE OFFICES OF
METROPOLITAN OPERA ASSOCIATION, INC.
Lincoln Center
New York, New York 10023

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

-----X

Index No.:

WENDY WHITE,

Plaintiff,

VERIFIED COMPLAINT

-against-

METROPOLITAN OPERA ASSOCIATION, INC.,

Defendant.

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Plaintiff WENDY WHITE complaining of the defendant METROPOLITAN OPERA ASSOCIATION, INC. by her attorneys EDELMAN & EDELMAN, P.C. as and for her Verified Complaint alleges the following, upon information and belief:

1. That at all times hereinafter mentioned, the plaintiff was and still is a resident of Wyckoff, New Jersey.

2. That at all times hereinafter mentioned, the METROPOLITAN OPERA ASSOCIATION, INC. (hereinafter "METROPOLITAN OPERA") was and still is a corporation organized and existing under the laws of the State of New York.

3. That at all times hereinafter mentioned, the METROPOLITAN OPERA did business, and maintained offices in, the County, City and State of New York.

4. That at all times hereinafter mentioned, the principal place of business of the METROPOLITAN OPERA was, and still is, located in the County, City and State of New York.

5. That at all times hereinafter mentioned, the METROPOLITAN OPERA owned the Metropolitan Opera House and its performance stage located in Lincoln Center in the County, City and State of New York.

6. That at all times hereinafter mentioned, the METROPOLITAN OPERA operated and controlled the Metropolitan Opera House and its performance stage.

7. That at all times hereinafter mentioned, the METROPOLITAN OPERA managed and maintained the Metropolitan Opera House and its performance stage.

8. That on and before December 17, 2011 the METROPOLITAN OPERA produced an opera entitled "Faust" which was performed at the Metropolitan Opera House.

9. That before December 17, 2011 the METROPOLITAN OPERA, its agents, servants, or employees, created, designed and/or re-designed a set with elevated platform/balcony which was used on the stage of the Metropolitan Opera House during the December 17, 2011 METROPOLITAN OPERA performance of the opera Faust.

10. That before December 17, 2011 the METROPOLITAN OPERA, its agents, servants, or employees, built, constructed, and installed with the elevated platform/balcony set used on December 17, 2011 on stage of the Metropolitan Opera House during the METROPOLITAN OPERA performance of the opera Faust.

11. That before December 17, 2011 the METROPOLITAN OPERA, its agents, servants, or employees, expanded and/or extended the aforesaid set for use in the opera Faust in order to accommodate the size of the METROPOLITAN OPERA performance stage.

12. That before December 17, 2011 the METROPOLITAN OPERA, its agents, servants, or employees, designed, re-designed, remodeled, extended and/or expanded the aforesaid set for use in the opera Faust to include a passageway, connector plate and hinges to enable performers to gain access from the backstage staircase to the elevated platform/balcony portion of the on-stage set.

13. That on and before December 17, 2011 the METROPOLITAN OPERA owned the aforesaid set with elevated platform/balcony used in the METROPOLITAN OPERA production of Faust.

14. That on and before December 17, 2011 the METROPOLITAN OPERA operated and controlled the aforesaid set with elevated platform/balcony used in the METROPOLITAN OPERA production of Faust.

15. That on and before December 17, 2011 the METROPOLITAN OPERA supervised the aforesaid set with elevated platform/balcony used in the METROPOLITAN OPERA production of Faust.

16. That on and before December 17, 2011 the METROPOLITAN OPERA managed and maintained the aforesaid set with elevated platform/balcony used in the METROPOLITAN OPERA production of Faust.

17. That on and before December 17, 2011 the METROPOLITAN OPERA inspected the aforesaid set with elevated platform/balcony used in the METROPOLITAN OPERA production of Faust.

18. That on and before December 17, 2011 it was the duty of the METROPOLITAN OPERA to keep and maintain the Metropolitan Opera House facility, its stage and the aforesaid set with elevated platform/balcony used during performances of the opera Faust, including the access passageway from the backstage staircase to the on-stage set's elevated platform/balcony, its connector plate and hinges, in a safe condition.

19. That on and before December 17, 2011 it was the duty of the METROPOLITAN OPERA, and said entity assumed the duty, to design, re-design, expand, extend, construct, build and install the aforesaid set with elevated platform/balcony used in the METROPOLITAN OPERA production of Faust, in a safe and proper manner and condition, for use by performers of the opera Faust.

20. That on and before December 17, 2011 it was the duty of the METROPOLITAN OPERA to keep and maintain the Metropolitan Opera House facility, its stage and the aforesaid set with elevated platform/balcony used in the METROPOLITAN OPERA production of Faust in a safe condition.

21. That on and before December 17, 2011 the METROPOLITAN OPERA owed a duty to WENDY WHITE to provide, keep and maintain the Metropolitan Opera House facility, its stage and the aforesaid set with elevated platform/balcony used in the METROPOLITAN OPERA production of Faust, in a safe condition.

22. That on and before December 17, 2011 the METROPOLITAN OPERA owed a duty to WENDY WHITE to provide, keep and maintain the Metropolitan Opera House facility, its stage and the aforesaid set with elevated platform/balcony used in the METROPOLITAN OPERA production of Faust, including the access passageway from the backstage staircase to the on-stage set's balcony, connector plate and hinges, in a safe condition.

23. That on and before December 17, 2011 the METROPOLITAN OPERA breached its aforesaid duties owed to WENDY WHITE to keep and maintain the Metropolitan Opera House facility, stage and set, including the access passageway from the backstage staircase to the on-stage set's elevated platform/balcony, connector plate and hinges, used in the METROPOLITAN OPERA production of Faust, in a safe condition.

24. That on and before December 17, 2011 the METROPOLITAN OPERA owed a duty to WENDY WHITE to regularly, systematically and properly inspect, test, maintain and repair the aforesaid set with elevated platform/balcony used in the METROPOLITAN OPERA production of Faust, including the access passageway from the backstage staircase to the on-stage set's elevated platform/balcony, and its connector plate and hinges, so that they were safe for use by performers, including Principal Solo Singer WENDY WHITE.

25. That on and before December 17, 2011 the METROPOLITAN OPERA breached its aforesaid duties owed to WENDY WHITE to regularly, systematically and properly inspect, test, maintain and repair the aforesaid set with elevated platform/balcony used in the METROPOLITAN OPERA production of Faust, including the access passageway from the backstage staircase to the on-stage set's elevated platform/balcony, connector plate and hinges, so that they were safe for use by performers, including Principal Solo Singer WENDY WHITE.

26. That at all times hereinafter mentioned, WENDY WHITE was a member of the labor union known as the American Guild of Musical Artists, Inc. (hereinafter "AGMA").

27. That on January 10, 2011 WENDY WHITE, INC. entered into a "Standard Contractor's Agreement" dated December 22, 2010 with the METROPOLITAN OPERA, a copy of which is annexed as **Exhibit A**.

28. That pursuant to the terms of the aforesaid December 22, 2010 "Standard Contractor's Agreement" entered into by and between WENDY WHITE, INC. ("Contractor") and the METROPOLITAN OPERA, the Contractor agreed to furnish to the METROPOLITAN OPERA the services of WENDY WHITE ("Singer") on an Individual Per Performance Basis. (**Exhibit A**)

29. That pursuant to the aforesaid December 22, 2010 Standard Contractor's Agreement (**Exhibit A**) the Contractor, WENDY WHITE, INC., agreed to furnish to the METROPOLITAN OPERA the Principal Solo Singer WENDY WHITE for the purpose of performing singing roles in various languages on an Individual Per Performance Basis, including for her performance in the role of Marthe in the METROPOLITAN OPERA productions of Faust.

30. That on December 17, 2011 pursuant to the terms of the aforesaid "Standard Contractor's Agreement" annexed as **Exhibit A**, the Principal Solo Singer WENDY WHITE was performing her designated role as Marthe in the METROPOLITAN OPERA production of Faust at the Metropolitan Opera House.

31. That on and before December 17, 2011 during the term of the aforesaid December 10, 2010 "Standard Contractor's Agreement," (**Exhibit A**) WENDY WHITE performed at the METROPOLITAN OPERA as a "Principal Solo Singer.

32. That on December 17, 2011 WENDY WHITE performed the role of Marthe in the METROPOLITAN OPERA production of Faust on stage of the METROPOLITAN OPERA as a "Principal Solo Singer."

33. That on December 17, 2011 the METROPOLITAN OPERA was not WENDY WHITE, INC.'s employer.

34. That on December 17, 2011 the METROPOLITAN OPERA was not WENDY WHITE'S employer.

35. That on December 17, 2011 WENDY WHITE, INC. was not an employee of the METROPOLITAN OPERA.

36. That on December 17, 2011 WENDY WHITE was not an employee of the METROPOLITAN OPERA.

37. That pursuant to the terms of the aforesaid "Standard Contractor's Agreement" dated December 10, 2010 entered into by and between WENDY WHITE, INC. and the METROPOLITAN OPERA, neither WENDY WHITE, INC. nor WENDY WHITE were employees of the METROPOLITAN OPERA.

38. That pursuant to the aforesaid December 10, 2010 "Standard Contractor's Agreement," and WENDY WHITE, INC.'s performance under the terms of that Agreement, neither WENDY WHITE, INC. nor WENDY WHITE were entitled to, or received, an Internal Revenue Service W-2 Form from the METROPOLITAN OPERA.

39. That pursuant to the aforesaid December 10, 2010 "Standard Contractor's Agreement," and WENDY WHITE's performance under the terms of that agreement, WENDY WHITE, INC. was entitled to, and received, an Internal Revenue Service 1099 Form from the METROPOLITAN OPERA.

40. That on and before December 17, 2011 and pursuant to the terms of the aforesaid December 10, 2010 "Standard Contractor's Agreement" (**Exhibit A**) entered into by and between Contractor WENDY WHITE, INC. and the METROPOLITAN OPERA, neither WENDY WHITE, INC. nor WENDY WHITE was entitled to receive, or did receive, from the METROPOLITAN OPERA any "employment benefits" including: workers' compensation insurance coverage; medical, health, disability or life insurance coverage; pension benefits; overtime pay; paid sick leave; leaves of absence; bereavement time or vacation time.

41. That on and before December 17, 2011 and during the term of the aforesaid December 10, 2010 "Standard Contractor's Agreement" (**Exhibit A**) WENDY WHITE did not perform at the METROPOLITAN OPERA as a "Plan" or "Weekly" Solo Singer.

42. That on and before December 17, 2011 and during the term of the aforesaid December 10, 2010 “Standard Contractor’s Agreement” (**Exhibit A**) WENDY WHITE did not perform at the METROPOLITAN OPERA as a “Regular Chorister.”

43. That on December 17, 2011 WENDY WHITE did not perform the role of Marthe in the METROPOLITAN OPERA production of Faust as a “Plan” Solo Singer.

44. That on December 17, 2011 WENDY WHITE did not perform the role of Marthe in the METROPOLITAN OPERA production of Faust as a “Weekly” Solo Singer.

45. That on December 17, 2011 WENDY WHITE did not perform the role of Marthe in the METROPOLITAN OPERA production of Faust as a “Regular Chorister.”

46. That on and before December 17, 2011, as benefits of their employment by the METROPOLITAN OPERA, “Plan” and “Weekly” Solo Singers and “Regular Choristers” were entitled to receive: workers’ compensation insurance coverage; medical, health, disability and life insurance coverage; pension benefits; leaves of absence; overtime pay; paid sick leave; bereavement time; and vacation benefits.

47. That pursuant to the aforesaid December 10, 2010 “Standard Contractor’s Agreement,” and during the term duration of that Agreement, WENDY WHITE, INC. and WENDY WHITE were free to enter into contracts and agreements with, and to engage in singing performances with, other opera companies, concert promoters and venues and in symphony orchestras performances, entirely independent of the METROPOLITAN OPERA.

48. That on December 17, 2011 and pursuant to the aforesaid December 10, 2010 Standard Contractor's Agreement (**Exhibit A**) while WENDY WHITE was attempting to gain access from the backstage staircase to the on-stage set's elevated platform/balcony to perform the role of Marthe in the METROPOLITAN OPERA production of Faust at the Metropolitan Opera House she was caused to fall from the elevated platform/balcony level of the set to the ground level backstage, sustaining serious, permanent personal bodily injuries.

49. That the subject accident was caused by reason of the negligence, carelessness and recklessness of the defendant the METROPOLITAN OPERA by its officers, employees, agents, designers and contractors in the ownership, operation, control, supervision, management, maintenance, repair, inspection and testing of the METROPOLITAN OPERA facility, stage, elevated set platform and balcony used in the performance of the opera Faust; in creating dangerous conditions; in negligently designing, re-designing, constructing, assembling, building, installing, extending and expanding the elevated set and its passageway from the backstage staircase including its connector plate, hinges and "securing" devices; in using the wrong type and size hinges and "securing devices" not properly affixed to provide a safe surface on which to walk; in the negligent hiring, training and retention of employees, contractors and agents; in failing to timely and properly regularly, systematically and properly inspect and test the connector plate and its hinges and securing features; in failing to timely and properly inspect and test the elevated set, platform, balcony, passageway, connector plate and hinges; in causing, allowing and permitting the set, passageway, connector plate and hinges to be, become and remain in a dangerous and hazardous condition for a period of time after notice, either actual or constructive, in using the wrong hinges; in creating a dangerous condition; in using and implementing a set design, without proper expert consultation, that was dangerous and unsafe for performers; in failing to provide a safe set and safe passageway onto the set for use by performers; in negligently designing and then permitting a dangerous passageway and dangerous connector plate and unsafe hinges to be used by performers; in causing, allowing and permitting a trap and nuisance to exist; in failing to design, re-design, extend and expand the set in a manner safe for use by performers; in failing to have taken necessary steps and measures to have prevented the accident location from being used while it was in a dangerous and hazardous condition; in failing to give the plaintiff adequate and timely

signal, notice or warning of the existence of the dangerous condition; in negligently and carelessly causing and permitting the elevated set at/above the passageway, connector plate and hinges to be and remain in a dangerous and hazardous condition for an unreasonable length of time, resulting in an extreme hazard to the plaintiff and others; in failing to take suitable and proper precautions for the safety of the plaintiff and persons on and using the METROPOLITAN OPERA stage and elevated set; in producing the Faust opera and using the subject elevated set without proper regard for the safety of performers; in being aware of the dangerous condition and not rectifying same and not warning the plaintiff about same; and otherwise being negligent and careless in the ownership, operation, management, supervision, control, inspection, testing, maintenance and repair of the subject elevated set used in the METROPOLITAN OPERA's production of Faust.

50. That the METROPOLITAN OPERA, its officers, agents, employees, and/or licensees actually knew, or in the exercise of reasonable care, should have known that the elevated set used during the production of the opera Faust was negligently designed, redesigned, built, expanded, extended and installed in a defective, dangerous, hazardous and unsafe manner and condition.

51. That by reason of the subject occurrence caused by the defendant's negligence, the plaintiff WENDY WHITE was caused to suffer serious injuries, pain and suffering, physical disabilities, mental anguish, anxiety and depression and has received extensive hospital and medical care and treatment and has been caused to incur substantial monetary expenses for her hospital and medical care and treatment, testing, therapies and medications, and she and WENDY WHITE, INC. have been caused to lose, and will into the future lose substantial earnings and income both from the METROPOLITAN OPERA and from other performance sources by reason of her inability to perform as well as benefits she has been deprived of and has lost and suffered a lost and diminished enjoyment of her profession and life and she and WENDY WHITE, INC., have suffered and will continue to suffer lost profits, lost earnings, and the economic and personal benefits associated with the opportunity to perform and she has suffered and will continue to suffer the loss of many activities of daily living including her love for singing and performance, and will be obligated into the future for further medical, hospital, testing, treatment expenses and

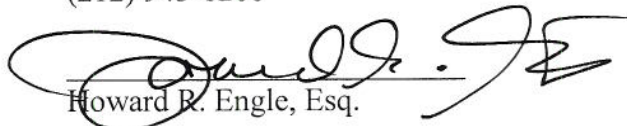
obligations and will continue to suffer severe physical and emotional pain and disability and she and WENDY WHITE, INC. will suffer a future loss of her enjoyment of life, income, earnings, profits, benefits, advancements and opportunities and will continue to suffer severe permanent pain, disability, anguish, stress and anxiety, all as a direct result and consequence of the defendant's negligence as aforesaid.

52. That as a direct result of the negligence of the defendant METROPOLITAN OPERA, the plaintiff WENDY WHITE was monetarily damaged in an amount exceeding the jurisdictional limits of all lower Courts of the City and State of New York which would otherwise have jurisdiction.

WHEREFORE, the plaintiff WENDY WHITE demands judgment against the defendant METROPOLITAN OPERA ASSOCIATION, INC. in an amount exceeding the jurisdictional limits of all lower Courts in the County, City and State of New York which would otherwise have jurisdiction, together with interest, costs and disbursements of this action.

Dated: New York, New York
August 1, 2013

Yours, etc.,
EDELMAN & EDELMAN, P.C.
Attorneys for Plaintiff
61 Broadway, Suite 3010
New York, New York 10006-2805
(212) 943-1200


Howard R. Engle, Esq.

ATTORNEY'S VERIFICATION

Howard R. Engle, an attorney at law duly licensed to practice in all of the courts of the State of New York, affirms the following under penalty of perjury:

That affirmant is a member of the law firm of EDELMAN and EDELMAN, P.C., attorneys for the plaintiff in the within action; that affirmant has read the foregoing Complaint and knows the contents thereof; that same is true to the knowledge of affirmant except as to those matters therein alleged upon information and belief and as to those matters affirmant believes them to be true. The reason that this verification is made by affirmant and not by the plaintiff is that the plaintiff resides in a county other than that in which affirmant maintains his office for the practice of law; plaintiff resides in New Jersey and affirmant's office is in New York County. The sources of the information contained in said Complaint are documents in affirmant's files as well the investigation conducted.

Dated: New York, New York
August 1, 2013



HOWARD R. ENGLE
Attorney At Law

EXHIBIT A

THE METROPOLITAN OPERA
Lincoln Center, New York, NY 10023

APPROVED AMERICAN GUILD OF MUSICAL ARTISTS, INC.
1430 Broadway, 14th Floor, New York, NY 10018

**STANDARD CONTRACTOR'S AGREEMENT (PER PERFORMANCE)
SEASON 2011/2012**

AGREEMENT dated December 22, 2010 made in the City, County and State of New York by and between THE METROPOLITAN OPERA ("The Met"), having its Principal place of business at Metropolitan Opera House, Lincoln Center, New York, New York 10023 and WENDY WHITE, INC. having its principal place of business at 303 Paul Court, Wyckoff, New Jersey 07481 and organized under the laws of the state of New York ("Contractor").

WITNESSETH: In consideration of the mutual agreements herein contained, the parties agree as follows:

Contractor hereby agrees to furnish to The Met the services of its employee, **WENDY WHITE** ("Singer"), as singer on an individual performance basis and The Met agrees to engage Contractor for the services of Singer as follows:

REHEARSAL WEEKS:

Singer shall be made available for thirteen (13) rehearsal weeks:

- from 10:00 AM September 15, 2011 through October 22, 2011
- from 10:00 AM November 6, 2011 through November 26, 2011
- from 10:00 AM January 22, 2012 through January 28, 2012
- from 10:00 AM March 15, 2012 through March 31, 2012
- from 10:00 AM April 8, 2012 through April 14, 2012

and Contractor shall receive therefore for the services of Singer the applicable amount as stipulated in article VA of SECTION TWO of the collective bargaining agreement between AGMA and The Met towards rehearsal expenses.

PERIOD OF ENGAGEMENT:

In the following periods:

- from October 23, 2011 through November 5, 2011
- from November 27, 2011 through January 21, 2012
- from January 29, 2012 through February 18, 2012
- from April 1, 2012 through April 7, 2012
- from April 15, 2012 through May 12, 2012,

The Met shall engage Contractor for the services of Singer and Contractor shall guarantee The Met the services of Singer for a minimum of nineteen (19) performances:

- five (5) of Berta in IL BARBIERE DI SIVIGLIA (in Italian)
- fourteen (14) of Marthe in FAUST (in Italian).

The Met and Contractor further mutually agree that Singer shall cover ten (10) performances:

- four (4) of Erda in DAS RHEINGOLD (in German)
- six (6) of Erda in SIEGFRIED (in German).

COMPENSATION:

The Met agrees to pay and Contractor agrees to accept the sum of SEVEN THOUSAND DOLLARS (\$7,000) for each performance performed hereunder by Singer which performance shall include requisite rehearsals therefor. Any additional performances as agreed upon shall be compensated at the same fee.

The Met further agrees to pay to Contractor the sum of THREE THOUSAND DOLLARS (\$3,000) for each covered performance. Should Singer be called upon to sing, The Met agrees to pay Contractor the additional sum of FOUR THOUSAND DOLLARS (\$4,000) for each such sung performance.

MEDIA:

Contractor grants to The Met the rights granted to The Met in the June 16, 2006 Summary Memorandum of AGMA Media Agreement ("Summary Agreement"). The provisions of said Summary Agreement are deemed incorporated herein by reference as if set forth verbatim herein. Pursuant to said Summary Agreement, Contractor and The Met agree herein as follows:

In full consideration of the media rights described, The Met will pay Contractor, in addition to the above, as follows:

If the Materials embodying Singer's work are commercially released (including as part of an audiovisual recording such as a movie, a home video or a television production), The Met will pay Contractor an amount equal to Artist's "Percentage" of the Principals' share of the "Pool." The Pool is an amount equal to 60% of "net revenues" which are defined and will be calculated in accordance with the provisions of the "Definition of Net Revenues" incorporated in the 2006-2011 collective bargaining agreement between AGMA and The Met. The Principals' share of this Pool is 28.7%, and the Percentage to Singer will be calculated based upon how many other Principals are in the work and their performance compensation ratios.

All audio, visual, audiovisual and other material made hereunder embodying Singer's work (collectively the "Materials") and the copyright and all renewals and extensions thereof in the Materials, are exclusively the property of The Met in perpetuity throughout the universe. The Materials shall be deemed works-made-for hire for The Met, and The Met shall be deemed the author thereof for copyright purposes. To the extent the Materials do not for any reason vest in The Met as works-made-for hire then, to such extent, Contractor and Singer hereby assign to The Met all right, title and interest in and to the Materials including, without limitation, all copyrights and renewals and extensions of copyrights therein. Without limiting the foregoing, The Met shall have the exclusive and perpetual right to reproduce, perform, distribute, edit, compile and otherwise exploit the Materials or refrain therefrom in any media now known or hereafter devised, including without limitation by means of television, film, radio, webcast, digital downloads, DVDs and other forms of home video, audio records including instant CDs, theatrical release, inclusion in documentaries and promotional materials and otherwise, upon such terms and conditions, and in such forms and versions, as The Met may in its sole discretion determine, and to authorize others to do so. Contractor and Singer waive all rights of "droit moral" or similar rights which either of them may now or hereafter have in the Materials. Contractor acknowledges that neither it nor Singer will have any independent rights to limit The Met's exploitation of the Materials beyond those accorded to AGMA under the provisions of the Summary Memorandum and the 2006-2011 collective bargaining agreement.

The Met shall have the right to use and to allow others to use Singer's name, likeness, and biographical material in any and all media in perpetuity in connection with the rights hereunder and The Met's activities. Contractor and Singer hereby release The Met and its licensees, contractors, broadcasters, sponsors and/or advertisers of the Materials, and their assigns, from any claim Contractor or Singer may have at any time relating to the Materials.

If Singer, or Contractor on Singer's behalf, is signatory to an exclusive recording contract which would preclude Contractor or Singer from granting CD or DVD rights to The Met, Contractor will notify The Met, and if neither Singer/Contractor nor The Met obtains a waiver from the record company to enable Singer to grant The Met the rights, said rights will be excluded from the rights The Met is able to exploit hereunder.

CONTRACTOR'S WARRANTY AND AUTHORIZATION FOR DEDUCTIONS:

Contractor hereby warrants that Singer is a member of AGMA in good standing and will remain so for the duration of this contract. Contractor hereby authorizes and directs The Met to deduct from wages/pay any dues payable by Singer to AGMA as AGMA may instruct The Met. This authorization and direction is irrevocable for a period of one year from the date hereof or for the period of the current collective bargaining agreement in effect between AGMA and The Met, whichever is sooner. Thereafter, this authorization and direction shall be automatically renewed and irrevocable for each successive one-year period or until termination of the then current collective bargaining agreement, whichever is sooner, unless revoked by Contractor by sending written notice that it wishes to revoke all or part of it to AGMA and The Met by registered mail. To be effective, such notice of revocation must be sent not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of the collective bargaining agreement or the then current one-year period, whichever is sooner. Any such revocation shall become effective the first day of the calendar month following its receipt by The Met.

OTHER TERMS:

This agreement is pursuant to and includes all the terms and conditions contained in the collective bargaining agreement between AGMA and The Met current at the time the applicable services hereunder are rendered, which terms and conditions are incorporated herein and made a part hereof in the same manner as if fully set forth herein. The term "Principal" as used in the collective bargaining agreement shall be deemed to refer to and include Contractor and Singer as if specifically named herein as Principal.

Contractor shall not disclose and will instruct Singer and Singer's management not to disclose to the press or otherwise any information pertaining to this engagement until such time as The Met shall agree to issue a public announcement of such engagement.

It is agreed that if by reason of fire, accident, strike, lockout, or collective refusal to work by members of any union employed by The Met, riot, Act of God, epidemic, war, government regulations, revolution, rebellion, terrorist acts, the public enemy, or by reason of any other cause of the same general class, The Met is unable to conduct, or shall find itself compelled to cancel, its scheduled rehearsals or performances or any of them (the foregoing being referred to as a "condition of force majeure"), The Met may notify Contractor or Singer thereof, in writing, and thereafter Contractor (whether Singer is engaged on a weekly or per performance basis) shall not be entitled to compensation during the period of said condition of force majeure. The parties hereto expressly acknowledge that a lockout shall be a condition of force majeure. Should such a condition of force majeure continue for a period of ten (10) days or more after such notice, either party may, during said period of continuance, terminate this contract. The foregoing shall apply to any contract whether or not Singer's services thereunder have commenced at the time of the condition of force majeure. In the event of such termination, The Met will pay for all services rendered prior to the aforesaid condition of force majeure and transportation back to New York City in the event the Company is out of town at the time.

Contractor warrants also as follows:

A. Singer shall reside in the New York metropolitan area throughout the Period of Engagement. Whenever Singer is absent from said residence for a longer period than two (2) hours on a day when he/she has a responsibility to either sing or cover, he/she shall either leave word at his/her residence or inform the Artistic or Rehearsal Department where he/she can be found. No Singer shall leave the city or its environs on a day of a rehearsal or a performance without informing the Artistic or Rehearsal Department where he/she can be found.

B. The indisposition of Singer shall be immediately reported to the Artistic Administration by written notice. The Met may require Singer to produce a doctor's certificate within twenty-four (24) hours after notification of illness. The Met may require Singer to submit to examination by a doctor designated and paid by The Met.

C. Piano scores and singing parts that are the property of The Met must be kept in good condition and returned when not required and, in any event, before the end of the season. Each Contractor or Singer borrowing any piano scores or singing parts from The Met may be required to furnish a deposit of fifty dollars (\$50) which will be returned when such material has been restored in good condition to The Met's library.

D. If The Met shall in its discretion agree to permit Singer to use costumes which are the property of The Met for performances other than those given by The Met, it shall do so without compensation therefor from Contractor or Singer, provided however that Contractor or Singer shall be required to return any such costume cleaned and in the same condition, reasonable wear excepted.

E. The Met shall be required to assume the expense of one (1) round trip railroad or airfare at The Met's election, for each Singer engaged for the road tour or other trips away from the City of New York, provided that if Singer is engaged for non-consecutive weeks, The Met will pay Singer's fare from the place of Singer's last required performance for The Met to such place as Singer may elect and Singer's return fare from such point as Singer may elect to the place of Singer's next required performance provided, however, that the total of any such fares shall not exceed the fare from the place of Singer's last required performance to the City of New York and return to the place of Singer's next required performance.

F. Contractor has the full right to enter into this agreement for Singer's services; Singer is under no restriction or prohibition in respect of Contractor's right to execute this agreement and perform its terms and to grant to The Met the rights herein granted; the rights granted to The Met, and the exploitation by The Met of the results and proceeds of Singer's services, do not violate the rights of any entity; and Contractor or Singer will obtain all third party consents (including from any record company) required in connection with such exploitation except with respect to rights for CDs and DVDs which are addressed above in the final paragraph of the "MEDIA" section of this agreement.

Contractor and Singer hereby agree to indemnify and hold harmless The Met against any claim by any party by reason of any matter contained in this agreement and Contractor and Singer further agree that they will comply with all local laws and governmental regulations respecting Singer's employment by Contractor.

This agreement shall be governed by and construed in accordance with the laws of the State of New York and shall not be modified or discharged except by a writing executed by The Met and Contractor and only so long as the terms of the modification are not less favorable to Singer than as provided in the collective bargaining agreement between The Met and AGMA.

This offer of agreement shall not be binding upon The Met, and The Met reserves the right to withdraw its offer unless it is signed by Contractor, and by Singer on the following page, and returned to The Met no later than February 22, 2011. If The Met does not receive the agreement signed by both by said date, the offer shall be null and void unless reinstated by The Met in writing.

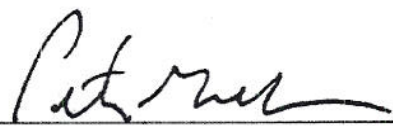
IN WITNESS WHEREOF, this contract has been executed by the parties as of the date first above written.

THE METROPOLITAN OPERA

Phone Number:

Corporate Identification Number:

 1/10/11
WENDY WHITE, INC. Date
for the services of Wendy White

By: 
General Manager

Index No.:
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

WENDY WHITE,

Plaintiff,

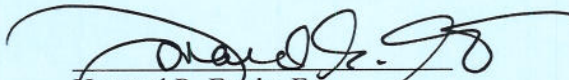
- *against* -

METROPOLITAN OPERA ASSOCIATION, INC.

Defendant.

SUMMONS & VERIFIED COMPLAINT

Signature (Rule 130-1.1-a)



Howard R. Engle, Esq.

EDELMAN & EDELMAN, P.C.

Attorneys for Plaintiff

Office and P.O. Address

61 Broadway, Suite 3010

New York, New York 10006

(212) 943-1200