

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

BARBARA VALCARCEL, individually
and on behalf of all others similarly situated,
Plaintiff,

v.

BEYOND ILLUSION, LLC D/B/A
MUSEUM OF ILLUSIONS NEW YORK
and RP ILLUSIONS CORP.,
Defendants.

Index No. 655436/2024

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AGREEMENT, CERTIFYING
SETTLEMENT CLASS, APPOINTING A CLASS REPRESENTATIVE,
APPOINTING CLASS COUNSEL, AND APPROVING NOTICE PLAN**

WHEREAS, a putative class action is pending before the Court filed as *Valcarcel v. Beyond Illusions, LLC d/b/a Museum of Illusions New York and RP Illusions Corp.*, Index No. 655436/2024 (the “Action”);

WHEREAS, Plaintiff Barbara Valcarcel (“Plaintiff”) and Defendants Beyond Illusion, LLC d/b/a and RP Illusions Corp (“Defendants”) have entered into a Class Action Settlement Agreement which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Defendants as set forth therein (the “Settlement Agreement”), and the Court having read and considered the Settlement Agreement and exhibits attached thereto; and

WHEREAS, this matter coming before the Court upon the agreement of the Parties, good cause being shown and, the Court being fully advised in the premises.

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Except for the terms defined herein, the terms and phrases in this Order shall have the same meaning as ascribed to them in the Settlement Agreement.
2. The Parties have moved the Court for an order approving the settlement of the Action in

accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice, and the Court having read and considered the Settlement Agreement and having heard the Parties and being fully advised in the premises, hereby preliminary approves the Settlement Agreement in its entirety subject to the Final Approval Hearing referred to in Paragraph 5 of this Order.

3. The Court finds that it has jurisdiction over the subject matter of this Action and over all Parties to the Action.

4. The Court preliminarily finds that, subject to the Final Approval Hearing, the Settlement Agreement is reasonable, fair, and adequate, within the range of possible approval, and in the best interests of the Settlement Class set forth below. The Court further preliminarily finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action and provides substantial relief to the Settlement Class without the risks, burdens, costs or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement (i) is the result of arm's-length negotiations between experienced class action attorneys; (ii) is sufficient to warrant notice of the settlement and the Final Approval Hearing to be disseminated to the Settlement Class; (iii) meets all applicable requirements of law, including Civil Practice Law and Rules ("CPLR") Article 9; and (iv) is not a finding or admission of liability by the Defendants or any other person, nor a finding of the validity of any claims asserted in the Action or of any wrongdoing or any violation of law.

Final Approval Hearing

5. The Final Approval Hearing shall be held before this Court on Monday, November 17, 2025 at 10:00am. at the Supreme Court of the State of New York, County of New York, 60 Centre St., New York, NY, to determine (i) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (ii) whether a judgment and order of dismissal with prejudice should be entered; (iii) whether to

approve the payment of attorneys' fees, costs, and expenses to Class Counsel; and (iv) whether to approve the payment of a Service Award to the Class Representative. The Court may adjourn the Final Approval Hearing without further notice to members of the Settlement Class.

6. Class Counsel shall file papers in support of their Fee Award and Class Representative's Service Award (collectively, the "Fee Petition") with the Court on or before Monday August 18, 2025. This Fee Petition shall be posted to the Settlement Website at least 14 days prior to the Objection/Exclusion Deadline set forth in Paragraphs 16 and 21, below. Defendants may, but are not required to, file a response to Class Counsel's Fee Petition with the Court on or before October 27, 2025. Class Counsel may file a reply in support of their Fee Petition with the Court on or before November 3, 2025.

7. Papers in support of final approval of the Settlement Agreement shall be filed with the Court on or before October 21, 2025.

Certification of the Settlement Class

8. Solely for purposes of the settlement, the Court conditionally certifies the following Settlement Class as defined in the Settlement Agreement:

All individuals who paid a Processing Fee in connection with purchasing tickets online through the Museum of Illusions New York Website from August 29, 2022 to and through April 30, 2024.¹

9. For purposes of the settlement only: (i) Mark S. Reich of Levi and Korsinsky, LLP is appointed as Class Counsel for the Settlement Class; and (ii) Barbara Valcarcel is named Class Representative. The Court finds that Mr. Reich is competent and capable of exercising the

¹ Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) the Defendants, Defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and submit a timely and valid request for exclusion from the class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

responsibilities of Class Counsel and that Plaintiff will adequately protect the interests of the Settlement Class defined above.

10. The Court preliminarily finds, subject to the Final Approval Hearing referred to in Paragraph 5 above, that the Settlement Agreement is fundamentally fair, adequate, and reasonable, and, solely within the context of and for the purposes of settlement only, that the Settlement Class satisfies the requirements of CPLR 901, specifically, that: the Settlement Class is so numerous that joinder of all members is impracticable; there are questions of fact and law common to the Settlement Class (e.g., whether Defendants failed to timely disclose a Processing Fee for tickets purchased online through the Museum of Illusions New York Website in alleged violation of New York Arts & Cultural Affairs Law § 25.07(4)); the claims of the Class Representative are typical of the claims of the members of the Settlement Class; the Class Representative and Class Counsel will fairly and adequately protect the interests of the members of the Settlement Class; common questions of law or fact predominate over questions affecting individual members; and a class action is a superior method for fairly and efficiently adjudicating the Action.

11. If the Settlement Agreement does not receive the Court's final approval, if final approval is reversed or vacated on appeal, or if the Settlement Agreement is terminated or otherwise fails to become effective, the Court's grant of class certification shall be vacated, and the Class Representative and the Settlement Class will once again bear the burden of establishing the propriety of class certification. In such event, neither the certification of the Settlement Class for settlement purposes, nor any other act relating to the negotiation or execution of the Settlement Agreement or the motion for preliminary approval, shall be considered as a factor in connection with any class certification issue(s).

Notice and Administration

12. The Court approves, as to form, content and distribution, the Notice Plan set forth in the Settlement Agreement, including the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits

B and C, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of CPLR 904 and 908. The Court also finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this Action. The Parties, by agreement may revise the Notice and Claim Form in ways that are not material or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

13. The Court approves the request for the appointment of Angeion Group as Settlement Administrator of the Settlement Agreement.

14. Pursuant to Paragraph 4.1 of the Settlement Agreement, the Settlement Administrator is directed to publish the Notice and Claim Form on the Settlement Website and to send direct notice via email in accordance with the Notice Plan called for by the Settlement Agreement. The Settlement Administrator shall also maintain the Settlement Website to provide information about the settlement and allow for the filing of claims online. The Notice Date is August 18, 2025. The Settlement Administrator is further directed to send reminder notices via email in accordance with the Notice Plan called for by the Settlement Agreement.

Submission of Claims and Requests for Exclusion from Class

15. Members of the Class who wish to receive benefits under the Settlement Agreement must complete and submit a timely and valid Claim Form in accordance with instructions contained therein. All Claim Forms must be postmarked or received by the Settlement Administrator within forty-five (45) days after the Final Approval Hearing.

16. Any person falling within the definition of the Settlement Class may upon valid and timely request, exclude themselves or “opt out” from the Class. Any person may do so if, on or before the

Objection/Exclusion Deadline of October 17, 2025, they comply with the exclusion procedures set forth in the Settlement Agreement and Notice. Any members of the Class so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

17. Any members of the Settlement Class who elect to exclude themselves or “opt out” of the Settlement Agreement must file a written request with the Settlement Administrator, submitted on the Settlement Website by 11:59 p.m., Eastern Standard Time on the Objection/Exclusion Deadline or be postmarked on or before the Objection/Exclusion Deadline. The request for exclusion must comply with the exclusion procedures set forth in the Settlement Agreement and Notice and include (i) his or her name and address; (ii) his or her signature, (iii) a statement that he or she paid a Processing Fee in connection with purchasing tickets online through the Museum of Illusions New York Website from August 29, 2022 to and through April 30, 2024; (iv) the name and case number of the Action; and (v) a statement that he or she wishes to be excluded from the Settlement Class for purposes of this settlement. Each request for exclusion must be submitted individually. So-called “mass” or “class” opt-outs are not permitted.

18. Individuals who opt out of the Class relinquish all rights to benefits under the Settlement Agreement and will not release their claims. However, members of the Settlement Class who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the Final Judgment, regardless of whether they have requested exclusion from the Settlement Agreement.

Appearances and Objections

19. At least twenty-one (21) days before the Final Approval Hearing, any person who falls within the definition of the Settlement Class and who does not request exclusion from the Class may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Settlement Class Member who does not enter an appearance will be represented by Class Counsel.

20. Any members of the Settlement Class who have not timely filed a request for exclusion may object to the fairness, reasonableness, or adequacy of the Settlement Agreement, or to a Final Judgment being

entered dismissing the Action with prejudice in accordance with the terms of the Settlement Agreement, or to the attorneys fees' and expense reimbursement sought by Class Counsel in the amounts specified in the Notice, or to the award to the Class Representative as set forth in the Notice and Settlement Agreement. Members of the Class may object on their own behalf or may do so through separate counsel at their own expense.

21. To object, members of the Class must file a written objection on or before the Objection/Exclusion Deadline October 17, 2025. To be valid, the objection must comply with the objection procedures set forth in the Settlement Agreement and Notice, and include: (i) the Settlement Class Member's name and address; (ii) the Settlement Class Member's signature; (iii) an explanation of the basis upon which he or she claims to be a Settlement Class Member; (iv) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (v) the name and contact information of any and all attorneys representing, advising, or in any way assisting him or her in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (vi) a statement indicating whether he or she intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the CPLR). If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption.

22. Members of the Class who fail to file and serve timely written objections in compliance with the requirements of this Order and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement or to any of the subjects listed in Paragraph 5 above, *i.e.*, (i) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (ii) whether a judgment and order of dismissal with

prejudice should be entered; (iii) whether to approve the payment of attorneys' fees, costs, and expenses to Class Counsel; and (iv) whether to approve the payment of a Service Award to the Class Representative.

23. To be valid, objections must be filed with the Court and sent to the following: Class Counsel, Mark S. Reich, Levi & Korsinsky LLP, 33 Whitehall Street, 17th Floor, New York, New York, 10006 and Defendants' Counsel, Prana A. Topper and Kierstin S. Fowler, Manatt, Phelps & Phillips, LLP, 7 Times Square, New York, New York, 10036; Christine M. Reilly, Manatt, Phelps & Phillips, LLP, 2049 Century Park East, Suite 1700, Los Angeles, CA 90067. Moreover, any objections made by a Settlement Class Member represented by counsel must be filed through the Court's electronic filing system.

Further Matters

24. All further proceedings in the Action are hereby stayed until Final Judgment or termination of the Settlement Agreement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement Agreement. Defendants' time to answer, move or otherwise respond to the Class Action Complaint herein is hereby tolled effective from the date of the execution of the Settlement Agreement.

25. Members of the Settlement Class shall be bound by all determinations and judgments in the Action concerning the Action and/or Settlement Agreement, whether favorable or unfavorable.

26. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement. The Court may approve the settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

27. All Settlement Class Members who do not timely exclude themselves from the settlement: (i) shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders and judgments in the Action relating thereto, including, without limitation, the Judgment or Alternate Judgment, if applicable, and the Releases provided for therein, whether favorable or unfavorable to the Class; and (ii) to the fullest extent permitted by law, shall forever be barred and enjoined from directly or indirectly filing,

commencing, instituting, prosecuting, maintaining, participating in (as a class member or otherwise), or intervening in any lawsuit, action, cause of action, arbitration, claim, demand, or other proceeding, in any jurisdiction, whether in the United States or elsewhere, on their own behalf or in a representative capacity, that is related to or arises out of any or all of the Released Claims against Defendants and/or any of the Released Parties, as more fully described in the Settlement Agreement.

28. If the Settlement Agreement is not approved by the Court in complete accordance with its terms, each party will have the option of having the Action revert to its status as if the Settlement Agreement had not been negotiated, made or filed with the Court, in such event, the Parties will retain all rights as if the Settlement Agreement was never agreed upon.

29. The Court hereby authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including Exhibits A, B, and C, to the Settlement Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of Defendants.

30. If the Settlement Agreement is terminated pursuant to the provisions of the Settlement Agreement or for any reason whatsoever the approval of it does not become Final then (i) the Settlement Agreement shall be null and void, including any provision related to the award of attorneys' fees, and shall have no further force and effect with respect to any party in this Action, and shall not be used in this Action or in any other proceeding for any purpose; (ii) all negotiations, proceedings, documents prepared, and statements made in connection therewith, including the submissions made in support of preliminary approval, shall be without prejudice to any person or party hereto, shall not be deemed or construed to be an admission by any party of any act, matter, or proposition, and shall not be used in any manner or for any purpose in any subsequent proceeding in this Action or in any other action in any court or other proceeding, provided, however, that the termination of the Settlement Agreement shall not shield from subsequent discovery any

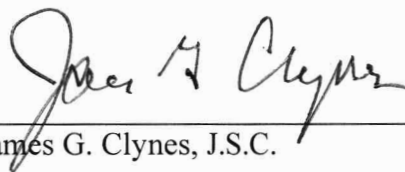
factual information provided in connection with the negotiation of this Settlement Agreement that would ordinarily be discoverable but for the attempted settlement; and (iii) other than as expressly preserved by the Settlement Agreement in the event of its termination, the Settlement Agreement shall have no further force and effect with respect to any party and shall not be used in the Action or any other proceeding for any purpose.

31. Unless otherwise specified, the word “days,” as used herein, means calendar days.

In the event that any date or deadline set forth herein falls on a weekend or federal or state legal holiday, such date or deadline shall be deemed moved to the first business day thereafter.

32. All proceedings in this Action are stayed until further order of the Court, except as may be necessary to implement the settlement or comply with the terms of the settlement. Pending determination of whether the settlement should be granted final approval, no party shall pursue in this Action any claims or defenses otherwise available to them in the Action, and no Settlement Class Member, either directly, on a representative basis, or in any other capacity, will commence or prosecute against Defendant or any of the Released Parties any action or proceeding asserting any of the Released Claims.

IT IS SO ORDERED, this 18th day of June, 2025.



Hon. James G. Clynes, J.S.C.



NYSCEF Confirmation Notice

New York County Supreme Court



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655436/2024

BARBARA VALCARCEL v. BEYOND ILLUSION, LLC D/B/A MUSEUM OF ILLUSIONS NEW YORK et al

Assigned Judge: James G. Clynes

Documents Received on 06/17/2025 04:23 PM

Doc #	Document Type
12	ORDER - OTHER (NON-MOTION)

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