EXHIBIT 1

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

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement ("Agreement" or "Settlement Agreement") is entered into by and among (i) Plaintiff Barbara Valcarcel ("Plaintiff" or "Class Representative" as defined herein); (ii) each and every member of the Settlement Class (as defined herein); and (iii) Defendants Beyond Illusion, LLC d/b/a Museum of Illusions New York ("Beyond Illusion") and RP Illusions Corp. ("RP Illusion") (Beyond Illusion and RP Illusion, collectively, "Defendants"). The Settlement Class and Plaintiff are collectively referred to as the "Plaintiffs" unless otherwise noted. The Plaintiff and the Defendants are collectively referred to herein as the "Parties". This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

A. On March 5, 2024, Barbara Valcarcel, Pinchus Perlmutter, and Michele Acerra filed a putative class action in the United States District Court for the Southern District of New

York against RP Illusions Corp d/b/a Museum of Illusions New York. The material allegations of the Complaint centered on Defendants' alleged failure 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 and Cultural Affairs Law ("ACAL") § 25.07(4).

B. From the outset of the federal action, Defendants asserted that Plaintiff lacked the ability to allege a concrete injury, and thereby lacked standing to pursue her claim in federal court under Article III of the Constitution based upon, for example, Defendants' argument that the Museum of Illusions New York Website disclosed the Processing Fee. Accordingly, Defendants contested the federal court's subject matter jurisdiction. Defendants also disputed the federal court's jurisdiction under 28 U.S.C. § 1332(d), the Class Action Fairness Act (CAFA).

C. Before formally responding to the Complaint, Plaintiff and Defendants engaged in direct communication, and as part of their obligations under the Federal Rules of Civil Procedure (FRCP) and Local Rules of United States District Courts for the Southern and Eastern Districts of New York, discussed the prospect of resolution.

D. On April 1, 2024, RP Illusions Corp., defendant named in the federal action, submitted a request for an extension of time to respond to that complaint to investigate the claims and potential defenses and for the parties in the federal action to engage in initial discussions. The federal court granted this request. On May 28, July 15, August 12, and September 25, 2024 the parties in the federal action jointly submitted requests for further extensions of time to respond to that complaint so that they could continue to engage in discussions concerning potential resolution. The federal court granted these requests.

E. As part of settlement negotiations, Plaintiff and Defendants exchanged informal discovery, including on issues such as the size and scope of the putative class and the amount of

Processing Fees Defendants collected during the relevant period. Given that this information would have been, in large part, the same information produced in formal discovery related to issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of their respective claims and defenses.

F. Following the exchange of informal discovery, counsel for the Parties had numerous conferences and, on October 10, 2024, plaintiffs in the federal action voluntarily dismissed the federal action without prejudice. Class Counsel represented that two of the plaintiffs in the federal action no longer wished to serve as class representatives. The Parties also reached agreement on material terms of a class action settlement and executed a term sheet.

G. On October 14, 2024, Plaintiff filed this case in the Supreme Court of the State of New York, County of New York (the "Action") against Defendants.

H. Defendants believe that the claims asserted against them in this Action (and the federal action) have no merit and that they would have prevailed on a motion to dismiss, a motion for summary judgment, and/or at trial, and that Plaintiff would not have been able to certify a class under the requirements of FRCP 23(a) or Civil Practice Law and Rules (CPLR) 901. Defendants have denied, and continue to deny, any wrongdoing, liability, or fault whatsoever, and have expressly denied, and continue to deny, that they committed, or attempted to commit, any wrongful or unlawful act or violation of law or duty alleged. Defendants oppose, and will continue to oppose, certification of a class in this Action. Nonetheless, taking into account potential further expense, inconvenience, and burden, as well as the uncertainty and risks inherent in any litigation, Defendants have concluded that it is desirable and beneficial that this Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement.

I. Plaintiff believes that the claims asserted in the Action against Defendants have merit and that she would have prevailed at class certification, summary judgment and/or trial. Nonetheless, Plaintiff and Class Counsel recognize that Defendants have raised factual and legal defenses that present a risk that Plaintiff may not prevail. Plaintiff and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendants through a motion to dismiss, a motion for class certification, a motion for summary judgment, trial, and any subsequent appeals. Plaintiff and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and each of them, and Defendants, by and through their undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 "Action" means *Valcarcel v. Beyond Illusion, LLC d/b/a Museum of Illusions New York and RP Illusions Corp.*, No. 655436/2024, pending in the Supreme Court of the State of New York, County of New York.

1.2 "Alternate Judgment" means a form of final judgment that may be entered by the Court herein, but in a form other than the form of judgment provided for in this Agreement and where none of the Parties elect to terminate this Settlement by reason of such variance.

1.3 "Approved Claim" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) signed by the Settlement Class Member, physically or electronically; and (d) approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.4 "Available Settlement Fund" means the Settlement Fund less any Settlement Administration Expenses, any Service Award to the Class Representative, any Fee Award to Class Counsel, any taxes paid on the Settlement Fund (including any interest or penalties thereon), and any other costs, fees or expenses approved by the Court to be paid from the Settlement Fund.

1.5 "Cash Award" means the cash compensation, payable by the Settlement Administrator from the Settlement Fund on a *pro rata* basis, that each Settlement Class Member who submits an Approved Claim shall be entitled to receive.

1.6 "Claim Form" means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a claim for a payment, shall be available on the Settlement Website.

1.7 "Claims Deadline" means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than forty-five (45) days after the Final Approval Hearing. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and Claim Form. Failure to submit a timely claim by the Claims Deadline will prevent a Settlement Class Member from receiving a settlement payment from the Settlement Fund.

1.8 "Class Counsel" means Mark S. Reich of Levi & Korsinsky LLP.

1.9 "Class Representative" means the named Plaintiff in this Action, Barbara Valcarcel.

1.10 "Court" means the Supreme Court of the State of New York, County of New York.

1.11 "Days" means calendar days, except that when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. When computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or federal or State of New York legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or federal or State of New York legal holiday.

1.12 "Defendants" mean Beyond Illusion, LLC d/b/a Museum of Illusions New York and RP Illusions Corp.

1.13 "Defendants' Counsel" means Prana A. Topper, Christine M. Reilly, and Kierstin S. Fowler of Manatt, Phelps & Phillips, LLP.

1.14 "Effective Date" means the date ten (10) days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

1.15 "Escrow Account" means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by or on behalf of Defendants into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.16 "Fee Award" means the amount of attorneys' fees, costs, and expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

1.17 "Final" means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court's Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following

decisions on remand); or (iii) if there is an appeal that involves the Fee Award in addition to other issues, the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.18 "Final Approval Hearing" means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the Service Award to the Class Representative.

1.19 "Final Judgment" means the Final Judgment and Order (i.e., Final Approval Order) to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.20 "Individual Out-of-Pocket Fees" means the total amount of Processing Fees paid to Defendants by any one Settlement Class Member in connection with the Settlement Class Member's purchase of tickets online through the Museum of Illusions New York Website from August 29, 2022 through and including April 30, 2024.

1.21 "Museum of Illusions New York Website" means the website https://newyork.museumofillusions.us/ through which customers purchase online tickets to Museum of Illusions New York.

1.22 "Notice" means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process and CPLR 904, and is substantially in the form of Exhibits A, B, and C hereto.

1.23 "Notice Date" means the date by which the Notice set forth in Paragraph 4.1(b) is first sent, which shall be no later than sixty (60) days after the Court's entry of the Preliminary Approval Order.

1.24 "Objection/Exclusion Deadline" means the date by which a written objection to

this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than sixty (60) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the Settlement Website listed in Paragraph 4.1(d), or such other date as ordered by the Court.

1.25 "Out-of-Pocket Fees" means the total amount of Processing Fees paid to Defendants collectively by every Settlement Class Member in connection with a Settlement Class Member's purchase of tickets online through the Museum of Illusions New York Website from August 29, 2022 through and including April 30, 2024.

1.26 "Out-of-Pocket Percentage" for a Settlement Class Member means that Settlement Class Member's Individual Out-of-Pocket Fees divided by Out-of-Pocket Fees.

1.27 "Person" shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, affiliates, parents, predecessors, successors, representatives, or assigns, subsidiaries, insurers, and their past, present and future directors, officers, shareholders, members, faculty, employees, agents, and attorneys both individually and in their capacities as directors, officers, shareholders, members, employees, agents, and attorneys. "Person" is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.28 "Plaintiffs" means Barbara Valcarcel and the Settlement Class Members.

1.29 "Preliminary Approval" means the Court's certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.30 "Preliminary Approval Order" means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs' motion for Preliminary Approval of the Agreement.

1.31 "Processing Fee" means a ticketing fee in connection with tickets purchased online through the Museum of Illusions New York Website.

1.32 "Released Claims" means any and all actual, alleged, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, suits, claims, liens, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, statutory claims, damages, punitive, exemplary, statutory or multiplied damages, expenses, judgments, costs, attorneys' fees and/or obligations (including "Unknown Claims," as defined below), and all other legal responsibilities in any form or nature, whether in law or in equity, accrued or un-accrued, direct, individual or representative, of every nature and description whatsoever, including, but not limited to, all claims relating to or arising out of the ACAL or other state, federal, local, statutory or common law or any other law, rule, ordinance, or regulation, whether past, present, or future, asserted or unasserted, by Plaintiff and all Settlement Class Members against the Released Parties, or any of them, arising out of or in any way related to Processing Fees for online ticket sales through the Museum of Illusions New York Website from August 29, 2022, through and including April 30, 2024, including but not limited to all claims that

were brought or could have been brought in the Action (and the federal action) relating to any and all Releasing Parties.

1.33 "Released Parties" means Beyond Illusion, LLC d/b/a Museum of Illusions New York and RP Illusions Corp. and each and all of their current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and all of their respective current, future, and former employees, officers, directors, shareholders, associates, assigns, agents, representatives, partners, trustees, administrators, executors, insurers, attorneys, licensors, licensees, customers, consultants, independent contractors, vendors, managing directors, principals, members, equity holders, accountants, financial and other advisors, underwriters, lenders, auditors, investment advisors, legal representatives, successors in interest, firms, trusts, and corporations.

1.34 "Releasing Parties" means Plaintiff, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present, future, or past heirs, executors, estates, administrators, representatives, beneficiaries, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, vendors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, corporations, and all those who claim through them or who assert or could assert claims on their behalf.

1.35 "Service Award" means any Court-approved award to the Class Representative, in her capacity as individual class representative, as set forth in Paragraph 8.3, and payable by the Settlement Administrator from the Settlement Fund.

1.36 "Settlement Administration Expenses" means the expenses incurred by the Settlement Administrator in providing Notice, establishing a settlement website, processing claims, responding to inquiries from members of the Settlement Class, providing compensation to Settlement Class Members for Approved Claims, mailing checks, and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

1.37 "Settlement Administrator" means Angeion Group, or such other reputable administration company that has been selected jointly by the Parties and approved by the Court to perform the duties set forth in this Agreement, including but not limited to serving as Escrow Agent for the Settlement Fund, overseeing the distribution of Notice, as well as the processing and payment of any claims to the Settlement Class as set forth in this Agreement, handling all approved payments out of the Settlement Fund, and handling the determination, payment, and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund.

1.38 "Settlement Amount" means five hundred eighty thousand and seven hundred twenty-one dollars ($580,721.00 USD).

1.39 "Settlement Class" means 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. 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.

1.40 "Settlement Class Member" means an individual who falls within the definition of the Settlement Class as set forth above and who has not submitted a timely and valid request for exclusion from the Settlement Class.

1.41 "Settlement Fund" means the non-reversionary cash fund that shall be established by or on behalf of Defendants in the total amount of the Settlement Amount to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Cash Awards to Settlement Class Members, Settlement Administration Expenses, any Service Award to the Class Representative, any Fee Award to Class Counsel, and any other costs, fees, or expenses approved by the Court to be paid from the Settlement Fund. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds in accordance with the terms of this Agreement. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of Defendants' monetary obligations under this Agreement. Defendants shall not be responsible for paying any interest that may accrue on the sums deposited in the Escrow Account, and shall not be responsible for any banking fees or costs associated with the sums deposited in the Escrow Account. The payment of the Settlement Amount by or on behalf of Defendants fully discharges

the Defendants and the other Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no Released Party shall have any other obligation to make any payment into the Escrow Account or to any Settlement Class Member, or any other Person, under this Agreement. In no event shall Defendants' total monetary obligation under this Agreement exceed $580,721.00.

1.42 "Settlement Website" means the dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the long-form Notice and the Claim Form, as well as web-based forms for Settlement Class Members to submit electronic Claim Forms, requests for exclusion from the Settlement, and updated postal addresses to which Cash Awards for Settlement Class Members who elect to receive payment via check should be sent after the Settlement becomes Final.

1.43 "Unknown Claims" means claims that could have been raised in the Action (and the federal action) and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members.

(a) Within thirty (30) days after entry of the Preliminary Approval Order, Defendants shall pay or cause to be paid $290,360.50 into the Escrow Account.

(b) Within thirty (30) days after entry of the Court's Final Approval Order, Defendants shall pay or cause to be paid the remaining $290,360.50 into the Escrow Account.

(c) Settlement Class Members shall have until the Claims Deadline to submit an Approved Claim. A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member. Each Settlement Class Member with an Approved Claim shall be entitled to receive as a Cash Award a *pro rata* payment from the Settlement Fund. The *pro rata* payment for each Settlement Class Member will be equal to that Settlement Class Member's Out-of-Pocket Percentage multiplied by the Available Settlement Fund. Proration of amounts due to Settlement Class Members with Approved Claims shall be determined within sixty (60) days after the Final Judgment becomes Final.

(d) The Settlement Administrator shall pay from the Settlement Fund all Cash Awards to those Settlement Class Members with Approved Claims by check or electronic payment, at the Settlement Class Member's election. Payments of Cash Awards to all Settlement Class Members with Approved Claims shall be made within ninety (90) days after the Final Judgment becomes Final.

(e) To the extent that any Settlement Class Members do not claim their Cash Awards within one hundred eighty (180) days after Cash Awards are distributed in accordance with Section 2.1(d), such Settlement Class Members shall have waived their right to a Cash Award and any unclaimed funds shall be redistributed on a *pro rata* basis (after first deducting any necessary settlement administration expenses from such unclaimed funds) to all Settlement Class Members who claimed their payments.

(f) To the extent a secondary distribution would be infeasible, any unclaimed funds shall, subject to Court approval, revert to the Legal Aid Society, a non-sectarian, not-for-profit organization, or another non-sectarian, not-for-profit organization(s) agreed by both the Parties and approved by the Court.

(g) Subject to the provisions pertaining to the termination or cancellation of the Settlement, as set forth in Paragraph 9, no portion of the Settlement Fund shall revert back to Defendants.

2.2 Prospective Relief. Defendants acknowledge that they have changed the purchase flow for tickets purchased online through the Museum of Illusions New York Website. Plaintiff acknowledges and agrees that the current purchase flow on the Museum of Illusions New York Website complies with all applicable law. Defendants agree to comply with New York Arts & Cultural Affairs Law § 25.07(4) unless and until it is amended, repealed, or otherwise invalidated.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them to the fullest extent allowed by law, as well as any claims arising out of, relating to, or in connection with, the defense, settlement, or resolution of this Action or the Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the settlement as provided herein) against any Released Party based on the Released Claims.

4. NOTICE TO THE CLASS.

4.1 The notice plan shall consist of the following:

(a) *Settlement Class List*. No later than thirty (30) days after entry of the Preliminary Approval Order, Defendants shall produce to the Settlement Administrator only a confidential electronic list that includes the last known email addresses belonging to persons within the Settlement Class and the total amount of Out-of-Pocket Fees paid by each Settlement Class Member, to the extent available. This electronic document shall be called the "Class List".

(b) *Direct Notice via Email.* No later than sixty (60) days after entry of the Preliminary Approval Order, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B to all Settlement Class Members for whom a valid

last known email address is contained in the Class List. In the event transmission of email notice results in any "bounce-backs", the Settlement Administrator shall take reasonable steps, if possible, to correct any issues that may have caused the "bounce-back" to occur, including running a "skip-trace" to identify any potential alternative email addresses, and make a second attempt to re-send the email notice.

(c) *Reminder Notice*. Both thirty (30) days prior to the Claims Deadline and seven (7) days prior to the Claims Deadline, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice), along with an electronic link to the Claim Form, to all Settlement Class Members in the Class List for whom a valid email address is contained in the Class List.

(d) *Settlement Website.* Within fifteen (15) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at an available settlement URL (www.museumofillusionsnewyorkticketfeesettlement.com or another URL agreed to by both Parties) which shall be obtained, administered and maintained by the Settlement Administrator and shall provide Settlement Class Members with the ability to file Claim Forms online. Copies of this Settlement Agreement, the long-form Notice, and other pertinent documents and Court filings pertaining to the Settlement (including the motion for attorneys' fees upon its filing), shall be provided on the Settlement Website. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit C hereto.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted

in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's NYSCEF system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendants' Counsel.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector 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).

4.4 If a Settlement Class Member or any of the Objecting Attorneys has/have 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 described in Paragraph 4.3 above must include a statement identifying each such case by full case caption and amount of payment received. Any

challenge to the Settlement Agreement or the Final Judgment shall be pursuant to appeal under the CPLR and the Rules of the Appellate Division and the First Department, and not through a collateral attack in any other proceeding of any type.

4.5 A Settlement Class Member may request to be excluded from the Settlement Class. Any such request for exclusion must be submitted on the Settlement Website or be postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person who would otherwise be a Settlement Class Member must send a written request for exclusion, electronically or in writing, to the Settlement Administrator that contains (1) his/her name and address; (2) his/her signature; (3) that he/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; (4) the name and case number of the Action; and (5) a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. Any request for exclusion must be personally signed by each Person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be valid, a request for exclusion must be submitted on the Settlement Website

by 11:59 p.m., Eastern Standard Time, on the date specified in the Notice, or be postmarked or received by the date specified in the Notice.

4.6 The Final Approval Hearing shall be no earlier than ninety (90) days after the Notice described in Paragraph 4.1(b) is provided.

4.7 Any Settlement Class Member who does not, in accordance with the terms and conditions of this Agreement, timely and validly seek exclusion from the Settlement Class, will be bound by all of the terms of this Settlement Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Settlement Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

4.8 For the convenience of the Parties and Settlement Class Members, below is a schedule of all proposed deadlines:

Event	Timeline
Post Notice on Settlement Website	Within 15 days after Preliminary Approval Order
Deadline to Provide Settlement Administrator with Class List	No later than 30 days after Preliminary Approval Order
First Escrow Payment	30 days after the Preliminary Approval Order
Notice Date	60 days after Preliminary Approval Order
Motion for Attorneys' Fees	60 days after Preliminary Approval Order
Opposition to Motion for Attorneys' Fees	21 days before Final Approval Hearing
Motion for Final Approval	21 days before Final Approval Hearing
Objection/Exclusion Deadline	No later than 60 days after the Notice Date and no sooner than 14 days after papers supporting the Fee Award are filed with the Court and posted to the Settlement Website

Event	Timeline
Reply in support of Motion for Attorneys' Fees	14 days before Final Approval Hearing
Final Approval Hearing	No earlier than 90 days after Notice Date
First Reminder Notice	30 days prior to Claims Deadline
Second Escrow Payment	30 days after the Final Approval Order
Second Reminder Notice	7 days prior to Claims Deadline
Claims Deadline	45 days after Final Approval Hearing
Payment of Fee Award	10 days after the Final Judgment becomes Final
Payment of Service Award	10 days after the Final Judgment becomes Final
Cash Award Issued	90 days after the Final Judgment becomes Final
Uncashed Checks Expire	180 days after issuance

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the monetary relief provided by this Settlement Agreement by processing Claim Forms and requests for exclusion from the Settlement, and disbursing funds from the Settlement Fund in a rational, responsive, cost effective, and timely manner, consistent with the terms of this Settlement Agreement. The terms of this Settlement Agreement, upon approval by the Court, shall at all times govern the scope of the services to be provided by the Settlement Administrator to administer the Settlement, and the terms of any separate contract or agreement entered into between or among the Settlement Administrator and Class Counsel, Defendants' Counsel, or the Defendants to administer the Settlement shall be consistent in all material respects with the terms of this Agreement. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as

are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendants' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel with regular reports at weekly intervals containing information concerning claims, opt-outs, objections, Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendants' Counsel, with copies to Class Counsel (with the exception of the Class List), all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the Claims Deadline;

(b) Provide Class Counsel and Defendants' Counsel with drafts of all administration related documents, including but not limited to Notices, follow-up class notices or communications with Settlement Class Members, telephone scripts, website postings or language or other communications with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendants' Counsel agree to waive this requirement in writing on a case by case basis;

(c) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendants' Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the

submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel;

(d) Provide weekly reports to Class Counsel and Defendants' Counsel, including without limitation, reports regarding the number of Claim Forms and requests for exclusion and/or objections received, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(e) Make available for inspection by Class Counsel and/or Defendants' Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

5.2. Defendants, the Released Parties, and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of Settlement Funds to Settlement Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; (vi) the payment or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns; or (vii) any data breach or any common law or statutory claims related to breach of privacy related to unauthorized access to records maintained by the Settlement Administrator for the purpose of effectuating the terms of this Settlement Agreement.

5.3. All taxes and tax expenses, if any, shall be paid out of the Settlement Fund, and shall be timely paid by the Settlement Administrator pursuant to this Agreement and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with this Agreement and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Released Parties shall have no responsibility or liability for the acts or omissions of the Settlement Administrator or its agents with respect to the payment of taxes or tax expenses.

5.4 The Settlement Administrator will be responsible for reviewing all claims to determine their validity. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 1.3 and/or 1.6 above, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form. Defendants have the right to audit the claims process for evidence of fraud or error.

5.5 Defendants' Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendants' Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendants' Counsel are

not able to agree on the disposition of a challenge, the disputed claim shall be submitted to the Court for binding determination.

5.6 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

6. TERMINATION OF SETTLEMENT.

6.1 Subject to Paragraphs 9.1-9.3 below, Defendants or the Class Representative on behalf of the Settlement Class, shall have the right but not the obligation to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the presiding Court, the Appellate Division, First Department, the Court of Appeals, or the Supreme Court; or (v) the date upon which an Alternate Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or reversed in any material respect by the presiding Court, the Appellate Division, First Department, the Court of Appeals, or the Supreme Court.

6.2 Subject to Paragraphs 9.1-9.4 below, Defendants shall have the right, but not the obligation, in their sole discretion, to terminate this Agreement by providing written notice to Class Counsel within twenty-five (25) days of the following events: (i) individuals comprising more than five hundred (500) Settlement Class Members in total have timely and validly opted out of and/or objected to the Agreement; or (ii) individuals compromising more than one hundred (100)

Settlement Class Members file or threaten to file any actions (e.g., individual lawsuits, class actions, arbitrations, etc.) against Defendants related to the Released Claims at any time prior to the Preliminary Approval Order.

6.3 Confirmatory Discovery. Defendants represented that they collected approximately $645,245 in Processing Fees from tickets purchased online through the Museum of Illusions New York Website from August 29, 2022 through and including April 30, 2024. Simultaneous with the execution of this Agreement, Defendants have provided an affidavit from an appropriate representative with knowledge attesting to the same.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall file this Agreement together with the Exhibits annexed hereto with the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representative; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits A, B, and C hereto. The Preliminary Approval Order shall also authorize 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 all exhibits to this 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.

7.2 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and finally approve the Settlement of the Action as set forth herein.

7.3 After Notice is given, Plaintiff shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the CPLR, the Due Process Clauses of the United States and New York Constitutions, and the rules of the Court;

(d) find that the Class Representative and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions, as the Court deems necessary and just.

8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; SERVICE AWARD.

8.1 With no consideration given or received, pursuant to CPLR 909 and ACAL § 25.33, Class Counsel shall make an application to the Court for an award of reasonable attorneys' fees and costs no later than sixty (60) days after the Preliminary Approval Order, in an amount no more than one-third of the Settlement Fund (i.e., $193,573.66 USD). The Court shall determine the amount of reasonable attorneys' fees and costs. If approved by the Court, payment of the Fee Award shall be made from the Settlement Fund. Should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund.

8.2 The Fee Award shall be payable by the Settlement Administrator within ten (10) days after the Final Judgment becomes Final. Payment of the Fee Award shall be made from the Settlement Fund by wire transfer to Class Counsel in accordance with wire instructions to be provided by Class Counsel, and completion of necessary forms, including but not limited to W-9 forms.

8.3 Class Counsel intends to file a motion for Court approval of a Service Award to the Class Representative, to be paid from the Settlement Fund, in addition to any funds the Class Representative stands to otherwise receive from the Settlement. With no consideration having been given or received for this limitation, Plaintiff will seek no more than $5,000 as a Service Award. The Court shall determine the amount of the Service Award. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. Such Service Award shall be paid from the Settlement Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), and upon completion of necessary forms, including but not limited to W-9 forms, within ten (10) days after the Final Judgment becomes Final.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

9.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

(a) The Parties and their counsel have executed this Agreement;

(b) The Court has entered the Preliminary Approval Order;

(c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class, as provided in the CPLR, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an Alternate Judgment, such Alternate Judgment becomes Final.

9.2 If any of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the Settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1, unless Class Counsel and Defendants' Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Parties and Settlement Class Members (which notice may be given by the Settlement Administrator via email to the email addresses on record for Settlement Class Members). Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee Award to be requested by Class Counsel and/or the Service Award to be requested for the Class Representative, as set forth in Paragraph 8 above, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

9.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1-6.2 and/or 9.1-9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to

the Action as if this Agreement had never been entered into. Within five (5) business days after written notification of termination as provided in this Agreement is sent to the other Parties, the Settlement Fund (including accrued interest thereon), less any Settlement Administration costs actually incurred, paid, or payable, and less any taxes and/or tax expenses paid, due, or owing, shall be refunded by the Settlement Administrator to Defendants, based upon written instructions provided by Defendants' Counsel.

9.4 Stay and Bar of Other Proceedings. All proceedings in the Action will be stayed following preliminary approval of the Settlement, 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, the Parties agree not to pursue in the 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, may commence or prosecute against any of the Released Parties any action or proceeding asserting any of the Released Claims.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendants' Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

10.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiff or defended by Defendants, or each or any of them, in bad faith or without a reasonable basis.

10.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

10.4 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein or any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received in evidence in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the validity of a class certification, the truth of any fact alleged by the Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the alleged violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the Settlement Amount, the Fee Award, or the

Service Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received in evidence against any Released Party, as an admission, concession or evidence of any fault, other wrongdoing, or any misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received in evidence against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, statutory violation, negligence, fault or wrongdoing or statutory meaning (including but not limited to the definition of the Settlement Class) as against any Released Parties, or supporting the certification of a litigation class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiff, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an

amount equal to, less than, or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.5 The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would Defendants be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the status quo ante, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding; (c) no representations or agreements made by or entered into by Defendants in connection with the

Settlement may be used by Plaintiff, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding; (d) Defendants' agreement as to certification of the Settlement Class is solely for the purposes of effectuating the Settlement and no other purpose; and (e) Defendants retain all of their objections, arguments, and defenses with respect to class certification and any other issue, and reserve all rights to contest class certification and any other issue if the Settlement set forth in this Agreement does not result in entry of Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Agreement otherwise fails to become effective.

10.6 This Agreement constitutes a compromise with denial of any liability by Defendants. The Agreement, any related documents, any negotiations relating to or supporting the Agreement, the fact of settlement, the change of any purchase flow, and any actions taken to carry out this settlement are not intended to be, and shall not be construed as, or deemed to be, evidence of an admission, concession, presumption, or inference of liability, fault, wrongdoing, omission or damage of any type or nature, on the part of Defendants, or any of the Released Parties (defined above), or as evidence of the validity of any claim, defense, or of any point of fact or law, in any proceeding, including with respect to any claim of liability, fault, wrongdoing, omission or damage whatsoever with respect to the Action or the certifiability of a class. Moreover, this Agreement and Defendant's participation in the settlement process, shall not be used against Defendant in any manner whatsoever to the extent the settlement does not ultimately obtain final approval.

10.7 No person or entity shall have any claim against the Class Representative, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

10.8 All proceedings with respect to the administration, processing and determination of Claim Forms, settlement payments, enforcement of this Settlement Agreement and the meaning of any provision herein, and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claim Forms and settlement payments, shall be subject to the jurisdiction of the Court. To the extent a dispute or controversy arises with respect to the administration, processing and determination of Claim Forms, settlement payments, enforcement of this Settlement Agreement and the meaning of any provision herein, Plaintiffs and Defendants shall meet and confer to attempt to resolve such dispute or controversy. To the extent Plaintiffs and Defendants are not able to reach agreement, the dispute or controversy shall be submitted to the Court for binding determination, unless Plaintiffs and Defendants mutually agree to mediate the dispute or controversy prior to raising same with the Court.

10.9 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.10 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

10.11 All of the Recitals and Exhibits annexed to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

10.12 This Agreement and the Exhibits annexed hereto set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or the Exhibits annexed hereto other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.13 Except as otherwise provided herein, each Party shall bear its own costs.

10.14 Plaintiff represents and warrants that she has not assigned any claim or right or interest therein as against the Released Parties to any other Person or other party and that she is fully entitled to release the same.

10.15 The Parties and their counsel in the Action agree that any and all negotiations relating to or supporting the Settlement Agreement are confidential and shall not be disclosed except (i) to the Released Parties, (ii) to the Releasing Parties, (iii) pursuant to Section 10.23, (iv) as may be required by an order of a court or regulatory body of competent jurisdiction, and/or (v) as otherwise required by law.

10.16 Each counsel or other Person executing this Settlement Agreement, any of the Exhibits annexed hereto, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate

its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiff and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

10.17 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests. This Agreement is not binding on the Parties until fully executed by each of the signatories hereto.

10.18 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

10.19 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

10.20 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10.21 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

10.22 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Mark S. Reich, Levi & Korsinsky LLP, 33 Whitehall Street, 17th Floor, New York, NY 10004, mreich@zlk.com; Prana A. Topper, ptopper@manatt.com, Manatt, Phelps &

Phillips, LLP, 7 Times Square, New York, NY 10036; and Christine M. Reilly, creilly@manatt.com, Manatt, Phelps & Phillips, LLP, 2049 Century Park East, Suite 1700, Los Angeles, CA 90067.

10.23 Plaintiff and/or Class Counsel shall not, at any time, issue press releases or make other public statements regarding the Settlement or the Action (apart from filings with the Court as necessary to obtain Preliminary or Final Approval of the Settlement) unless Defendants agree to such press releases or public statements in advance; provided that Class Counsel may post Court orders regarding the Action and brief summaries of those orders on their website(s) without permission from Defendants, so long as any reference in such order(s) to materials subject to any confidentiality obligations are properly redacted. This provision shall not prohibit Class Counsel from communicating with any person in the Settlement Class regarding the Settlement upon receipt of an inquiry from a Settlement Class member (subject to compliance with any and all applicable confidentiality obligations and this Settlement Agreement), provided that Class Counsel provides Defendants' counsel with notice of such an inquiry.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES TO FOLLOW]

IT IS SO AGREED TO BY THE PARTIES:

Dated: 2/4/25

BARBARA VALCARCEL

By: Barbara Valcarcel
Barbara Valcarcel, individually and as representative of the Settlement Class

Dated: _____

BEYOND ILLUSION, LLC D/B/A MUSEUM OF ILLUSIONS NEW YORK

By: _____

Name: Kimberly K. Schaefer

Title: Chief Executive Officer

Dated: _____

RP ILLUSIONS CORP.

By: _____

Name: Kimberly K. Schaefer

Title: Chief Executive Officer

IT IS SO STIPULATED BY COUNSEL:

Dated: 02/04/2025

LEVI & KORSINSKY, LLP

By: _____
Mark S. Reich
mreich@zlk.com
LEVI & KORSINSKY, LLP
33 Whitehall Street, 17th Floor
New York, New York 10006
Telephone: (212) 363-7500
Fax: (212) 363-7171

Proposed Class Counsel

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

BARBARA VALCARCEL

By:_____
Barbara Valcarcel, individually and as representative of the Settlement Class

Dated: 2/4/2025

BEYOND ILLUSION, LLC D/B/A MUSEUM OF ILLUSIONS NEW YORK

By: Signed by: Kimberly K. Schaefer D408B2C195EE44E...

Name: Kimberly K. Schaefer

Title: Chief Executive Officer

Dated: 2/4/2025

RP ILLUSIONS CORP.

By: Signed by: Kimberly K. Schaefer D408B2C195EE44E...

Name: Kimberly K. Schaefer

Title: Chief Executive Officer

IT IS SO STIPULATED BY COUNSEL:

Dated: _____

LEVI & KORSINSKY, LLP

By: _____
Mark S. Reich
mreich@zlk.com
LEVI & KORSINSKY, LLP
33 Whitehall Street, 17th Floor
New York, New York 10006
Telephone: (212) 363-7500
Fax: (212) 363-7171

Proposed Class Counsel

Dated: 2/4/2025

MANATT, PHELPS & PHILLIPS, LLP

By: _____

Prana A. Topper
Kierstin S. Fowler
ptopper@manatt.com
kfowler@manatt.com
MANATT, PHELPS & PHILLIPS, LLP
7 Times Square
New York, NY 10036
Telephone: (212) 790-4500
Fax: (212) 790-4545

Christine M. Reilly
creilly@manatt.com
MANATT, PHELPS & PHILLIPS, LLP
2049 Century Park East, Suite 1700
Los Angeles, CA 90067
Telephone: (310) 312-4000
Fax: (310) 312-4224

Attorneys for Defendants Beyond Illusion, LLC d/b/a Museum of Illusions New York and RP Illusions Corp.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: $580K+ Museum of Illusions Settlement Ends Class Action Suit Over Allegedly Undisclosed Ticket Fees