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SETTLEMENT AND MUTUAL RELEASE AGREEMENT

(Class Action Settlement)

This Settlement and Mutual Release Agreement (the "Agreement") is made and entered into as of June 8, 2026 (the "Effective Date"), by and among: Adrian "Chip" Garritty, individually and as class representative on behalf of the Settlement Class (hereinafter "Plaintiff" or "Class Representative"); Project Neptune, LLC, a Utah limited liability company (d/b/a CruiseBuilder, d/b/a VacationBuilder, d/b/a Latter Day Travel, and d/b/a Jungle Reef) ("Project Neptune"); and Wes Cobos, an individual (collectively, Project Neptune and Wes Cobos are referred to as the "Defendants"); on one side, and all Settlement Class Members who do not timely and properly opt out of this settlement, on the other side. The Plaintiff, Settlement Class Members, and the Defendants are referred to collectively at times as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, Project Neptune, LLC was launched in 2017 as a travel company specializing in cruise-based international travel with featured speakers and entertainers;

WHEREAS, beginning in 2019, Project Neptune, through its principals including Wes Cobos, partnered with Glenn Beck, Blaze Media, LLC, Carnival Corporation & plc, and Costa Cruise Lines Inc. to create an exclusive cruise experience marketed as the "Glenn Beck Cruise Thru History";

WHEREAS, the Glenn Beck Cruise Thru History (the "Cruise") was a charter of the entire Costa Luminosa cruise ship (capacity 2,260 guests), scheduled to depart on March 24, 2020, and traverse the Mediterranean Sea with stops in Italy, Croatia, Greece, and Israel, offering passengers an opportunity to experience historical and religious sites alongside celebrity commentators, including Glenn Beck, Bill O'Reilly, David Barton, and Rabbi Lapin;

WHEREAS, individual class members purchased cruise tickets for the Cruise, with prices ranging from approximately $4,999 per person to over $9,395 per person, with some class members purchasing additional "Inner Circle" packages at $4,999 each, for a total estimated class payment of approximately $10,700,000;

WHEREAS, on February 23, 2020, in response to emerging concerns regarding COVID-19 in Europe and the Middle East, Project Neptune informed ticket purchasers that it was conducting a safety evaluation to determine whether the Cruise could proceed;

WHEREAS, on March 6, 2020, Project Neptune announced that the Cruise was postponed due to the COVID-19 pandemic;

WHEREAS, on September 21, 2021, after eighteen months of postponement,

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Project Neptune officially canceled the Cruise;

WHEREAS, upon cancellation, Project Neptune offered travel credits toward different cruises or alternative travel arrangements;

WHEREAS, Plaintiff Adrian "Chip" Garritty purchased three cruise tickets for himself and his family on behalf of the class for a total of $25,615.00;

WHEREAS, Plaintiff filed his class action complaint on September 11, 2025, in the Third Judicial District Court, Salt Lake County, State of Utah, Case No. 250907398 (the "Action"), asserting claims for breach of contract, breach of the implied covenant of good faith and fair dealing, violations of the Utah Consumer Sales Practice Act, conversion, fraud, constructive fraud, fraudulent concealment, negligent misrepresentation, unjust enrichment, and constructive trust;

WHEREAS, the Parties engaged in structured settlement negotiations culminating in a mediation session on June 8, 2026, before mediator Christopher B. Snow;

WHEREAS, on June 8, 2026, the Parties executed a Memorandum of Understanding setting forth the material, binding settlement terms (the "MOU");

WHEREAS, the Parties acknowledge that this settlement benefits both sides by avoiding the uncertainty, expense, and protracted nature of further litigation, and by providing class members with meaningful recovery;

WHEREAS, the Defendants deny all allegations and liability, and express no admission of liability or wrongdoing in connection with this settlement;

WHEREAS, the Parties now seek to memorialize their complete settlement arrangement in this comprehensive Agreement, consistent with the material terms set forth in the MOU.

NOW THEREFORE, in consideration of the facts, mutual promises, representations, warranties, and general releases contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each Party, the Parties promise and agree as follows:

AGREEMENT

1. Incorporation of MOU and Controlling Terms. This Agreement is entered into pursuant to and implements the material settlement terms set forth in the Memorandum of Understanding dated June 8, 2026 (the "MOU"). The MOU is incorporated by reference and controls the interpretation of this Agreement. In the event of any conflict between the terms of this Agreement and the MOU, the MOU shall control. **Exhibit C**.

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2. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

a. "Effective Date" means June 8, 2026, or such later date as the Final Approval Order becomes final and no longer subject to appeal, whichever is later.

b. "Settlement Class" or "Class" means all persons who purchased tickets for the Glenn Beck Cruise Thru History scheduled to depart March 24, 2020 (including "Insider Package," "VIP Package," and "Inner Circle Package" tickets), excluding any person who received a full refund, persons who timely opt out pursuant to the procedures established by the Court, Defendants and their officers, employees, agents, and the presiding judge and immediate family.

c. "Settlement Fund" means the amount of $800,000.00 to be paid by Defendants in full settlement of the Action and all Released Claims.

d. "Net Proceeds" means the Settlement Fund less amounts paid or payable for (i) notice and administration costs; (ii) Settlement Administrator fees and expenses; (iii) attorneys' fees and expenses as approved by the Court; and (iv) incentive award to the Class Representative as approved by the Court.

e. "Net Claimed Amount" means each claimant's proof of purchase amount less the dollar value of any credit or other compensation received from CruiseBuilder due to the cancellation of the Cruise.

f. "Claim Form" means the form, substantially in the form attached as **Exhibit A**, that class members must complete and submit to be eligible for a distribution from the Net Proceeds.

g. "Released Parties" means each of the Defendants and each of their respective past, present, and future agents, employees, representatives, officers, directors, shareholders, board members, members, managers, insurers, underwriters, claim handlers, attorneys, independent contractors (including, without limitation, any and all independent contractors, celebrities, and media personalities affiliated with the subject cruise), vendors, family members, personal representatives, executors, estates, affiliates, successors, and assigns.

h. "Released Claims" means any and all claims, causes of action, counterclaims, third-party claims, or demands, to the fullest extent allowed under the law, that any class member has or may have against any one or more of the Released Parties, whether those claims are disputed or undisputed, liquidated or unliquidated, contingent or not, known or unknown, including without limitation any claims arising out of or relating

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to (i) the allegations in the Action; (ii) the Cruise; (iii) tickets purchased for the Cruise; (iv) travel or flight arrangements, excursions, reservations, or other events and costs associated with the Cruise; (v) any contract or agreement relating to the Cruise; and (vi) the Action itself.

i. "Settlement Administrator" means Angeion Group, LLC, or such other neutral third party as approved by the Court.

j. "Final Approval Order" means an order of the Court approving the settlement on a final basis, as to which no appeals remain pending and the time for appeal has expired.

k. "Preliminary Approval Order" means an order of the Court granting preliminary approval of this settlement.

3. Settlement Consideration.

a. Defendants shall pay the Settlement Fund of $800,000.00 in full settlement of the Action and all Released Claims. The Settlement Fund is the Defendants' sole monetary obligation; Defendants shall have no liability for any amount beyond the Settlement Fund, including notice and administration costs, Settlement Administrator fees, attorneys' fees, expenses, or any incentive award, all of which shall be paid from the Fund.

b. The Settlement Fund shall be deposited into an interest-bearing escrow account held by the Settlement Administrator within seven (7) days of the Settlement Administrator's appointment and entry of the Preliminary Approval Order.

c. The Settlement Fund constitutes a "common fund" to which the doctrine of cy pres may apply, as determined by the Court.

4. Credit Offset—Allocation.

a. This is a material term of this Agreement. Net Proceeds of the Settlement Fund shall be distributed to approved claimants based on each claimant's proof of purchase less the dollar value of any credit or other compensation received from CruiseBuilder due to the cancellation of the Cruise (the "Net Claimed Amount").

b. Each claimant must disclose, under penalty of perjury, the value of any such credit or other compensation on the Claim Form, and that amount shall reduce the claimant's allocation accordingly.

c. If the aggregate Net Claimed Amounts exceed the Net Proceeds, each approved claimant shall receive a pro rata share, calculated as the

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claimant's Net Claimed Amount divided by the total Net Claimed Amounts of all approved claims.

d. The Settlement Administrator shall verify claimed amounts to the extent reasonably practicable and may request documentation supporting credit or compensation claims.

5. Settlement Notice, Opting Out, and Objections.

a. Within fourteen (14) days after the Court's entry of the Preliminary Approval Order, the Settlement Administrator shall provide Notice as follows:

i. Internet Notice. **Exhibit B** is the agreed long form Internet Notice. The Settlement Administrator shall cause to be posted the Internet Notice on a website created for this Action and the Settlement, and further, market the settlement through a social media marketing program designed specifically to those that likely purchased the Cruise, including but not limited to those participating in Glenn Beck Cruise Thru History groups appearing on Facebook and other social media platforms.

ii. Publication Notice. The Settlement Administrator shall cause to be published in the Desecret News and Standard-Examiner] a summary of the Internet Notice directing Settlement Class members to the Settlement Website for the complete Internet Notice and a Claim form, and that summarizes the allegations in the Action, the Settlement, and provides the Settlement Class members' rights to exclude themselves from the Settlement or object to the Settlement. The Publication Notice shall also provide the deadlines for exclusion from the Settlement, for the filing of any objection to the Settlement, for the filing of claims against the Settlement, and the date, time, and location of the Final Approval Hearing. The Publication Notice shall provide a toll-free number to the Settlement Administrator to answer any questions a Settlement Class Member may have. This Publication Notice shall run in at least ¼ page ads in prominent sections of these newspapers on a weekly basis for a period of two weeks.

iii. Press Release. The Settlement Administrator shall cause to be issued nationwide press release directing Settlement Class members to the Settlement Website for the complete Internet Notice and a Claim Form, and that summarizes the allegations in the Action, the Settlement, and provides the Settlement Class members' rights to exclude themselves from the Settlement or object to the Settlement.

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The Press Release shall also provide the deadlines for exclusion from the Settlement, for the filing of any objection to the Settlement, for the filing of claims against the Settlement, and the date, time, and location of the Final Approval Hearing. The Press Release shall also provide a toll-free number to the Settlement Administrator to answer any questions a Settlement Class Member may have. Class Counsel may also post the same information on his firm's website and publish same on his firm's blog page. Class Counsel will coordinate the substance of the press release with counsel for Settling Defendants.

iv. Direct Notice. The Settlement Administrator shall email a summary of the Internet Notice with a link to the Settlement Website to each purchaser of the Cruise from Defendants' records, and for emails that are returned direct mail notice to purchasers at the mailing addresses appearing in the Defendants' records after being run through the National Address Database to determine current mailing addresses.

b. Requests for Exclusion. Class Members may exclude themselves from the Class only by submitting a valid Request for Exclusion. All Class Members who do not submit a valid Request for Exclusion will be included in the Class and will be bound by this Settlement Agreement on the Effective Date.

c. Validity of Requests for Exclusion. To be valid, a Request for Exclusion must (a) be submitted by a Class Member; (b) be submitted to the Settlement Administrator and postmarked within the later of thirty (30) days of the first publication of the Internet Notice, Publication Notice, or Press Release; (c) be signed by the Class Member and clearly request exclusion from the Class; and (d) contain the Class Member's name, current address and telephone number.

d. List of Requests for Exclusion. Within seven (7) days after the last day for Class Members to submit a Request for Exclusion, the Settlement Administrator shall submit to Class Counsel, who shall file it under seal with the Court, and Defendants Counsel a list of Class Members who have submitted timely and valid Requests for Exclusion. Class Members submitting such requests will not be entitled to receive any relief under this Settlement Agreement or to object to this Settlement.

e. Objecting to the Settlement. Settlement Class Members who do not successfully exclude themselves from the Settlement may object to this

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Settlement Agreement. To object, Settlement Class Members must timely file a written objection that includes the following information:

- The name of the Action - *Garritty v. Project Neptune, LLC, et al.*, Third Judicial District Court for the County of Salt Lake, State of Utah, Case No. 250907398;

- The full name, address, telephone number, and email address of the objector;

- A detailed statement of the grounds and evidence upon which the objection is based, accompanied by any legal support or documentation to support the objection;

- The number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

- The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Class Counsel's award of Attorneys' fees, expenses and/or Service Awards;

- The number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

- A statement confirming whether the objector and/or objector's counsel will appear personally and/or wish to testify at the Fairness Hearing;

- A list of all persons who will be called to testify at the Fairness Hearing in support of the objection (if any);

- Whether the objector used the assistance of AI to draft the objection; and

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- The objector's acknowledgement he/she will submit to the jurisdiction of the Court and provide testimony by way of deposition prior to the Final Approval Hearing; and,

- The objector's signature (an attorney's signature is not sufficient).

Objections must be submitted to Third Judicial District Court for the County of Salt Lake, State of Utah, Case No. 250907398, at 450 South State Street, Salt Lake City, Utah 84111 within the later of thirty (30) days of the first publication of the Internet Notice, Publication Notice, or Press Release with copies served on Class Counsel and Defendants' Counsel.

6. Claims Administration Process.

a. Class members must submit a signed Claim Form (by mail, email, or the Settlement Website) within one hundred fifty (150) days of first Notice (the "Claims Deadline"), providing proof of class membership, contact information, the value of any CruiseBuilder credit or other compensation received, and a signature under penalty of perjury. The Claim Form shall be substantially in the form attached as **Exhibit A**.

b. The Settlement Administrator shall serve as Settlement Administrator and perform all functions set forth herein, subject to Court approval.

c. Class Counsel (i.e., counsel of record for Plaintiff) and Defendants may inspect and object to claims. Disputes regarding claim eligibility or valuation shall be resolved through the Settlement Administrator, a Special Master appointed by the Court, or the Court itself, and such determination shall be final and binding.

d. The Settlement Administrator shall maintain a Settlement Website where class members can submit Claim Forms and obtain information about the settlement.

e. The Settlement Administrator shall provide periodic reports to Class Counsel and Defendants regarding the number of claims received, approved, and disputed.

7. Payments and Distribution.

a. Within sixty (60) days after the latest of (i) the Final Approval Order becoming final and no longer subject to appeal; (ii) the expiration of the Claims Deadline; or (iii) final resolution of all claim or eligibility disputes,

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the Settlement Administrator shall mail distribution checks to approved claimants, calculated as set forth in Section 4.

b. Checks shall be issued in the names of the approved claimants and shall be negotiable for ninety (90) days from the date of issuance.

c. Uncashed or undeliverable check funds shall revert to Defendants and shall not be subject to escheat or cy pres after one (1) year following distribution, except as the Court may otherwise order.

d. The Settlement Administrator shall make reasonable efforts to locate claimants with undeliverable checks, including forwarding address searches and re-mailing, before returning funds to Defendants.

8. Attorney Fees, Costs, and Incentive Award.

a. Class Counsel may apply to the Court for attorneys' fees of up to thirty-five percent (35%) of the Settlement Fund plus up to $25,000 in litigation expenses.

b. Plaintiff may apply to the Court for an incentive award not to exceed $7,500 total as compensation for service as Class Representative and to account for the risks undertaken in bringing this Action.

c. All such amounts are paid from the Settlement Fund and do not increase Defendants monetary liability.

d. Court approval of fees and expenses is not a condition of the settlement's effectiveness. If the Court reduces the attorneys' fees or incentive award, the reduction shall result in an increase to the Net Proceeds available for distribution to class members. The Settlement Administrator shall pay the court-approved attorneys' fees and expenses to Poynter Law Group within seven (7) days of entry of such Order.

9. Releases and Dismissal.

a. On the Effective Date, the Class Representative and all Settlement Class Members who do not timely opt out shall fully and finally release Defendants and all Released Parties from any and all Released Claims.

b. The release includes claims arising under Utah state law and common law, federal law, and the laws of any other jurisdiction to the fullest extent permitted by law.

c. The Action shall be dismissed with prejudice as to all Defendants upon the Effective Date. Within five (5) business days of the Effective Date, Plaintiffs

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counsel shall file a stipulated motion and proposed order with the Court dismissing the Action with prejudice.

d. If Plaintiff fails or refuses to file such dismissal documents, any Party is authorized to execute and file them on behalf of all Parties without further notice or consent.

10. No Admission of Liability.

a. By this Agreement, Defendants deny all allegations, liability, and wrongdoing asserted in the Action.

b. Neither this Agreement nor the settlement is an admission of liability, negligence, wrongdoing, or of the propriety of class certification, except to enforce the settlement itself.

c. Defendants expressly deny liability and deny the applicability or validity of any of the legal theories asserted in the Action or by the Class.

d. Nothing in this Agreement shall be used or construed as an admission against Defendants in any present or future proceeding, except in proceedings to enforce the settlement.

11. Representations and Warranties of Settlement Class Members. Each Settlement Class Member, by submitting a Claim Form or otherwise participating in this settlement, represents and warrants:

a. They purchased one or more tickets for the Cruise Thru History scheduled for March 24, 2020;

b. They have not received a full cash refund for their tickets;

c. They have the authority to execute any necessary settlement documents or authorize others on their behalf;

d. They are releasing all known and unknown claims related to the Cruise to the fullest extent permitted by law;

e. They understand this is a full and final release of all Released Claims;

f. They have had the opportunity to consult with legal counsel regarding this settlement;

g. They are voluntarily entering into this settlement;

h. They acknowledge receipt of Notice of Settlement and the terms of this Agreement;

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i. The information provided in their Claim Form is true and accurate; and

j. They have not assigned or transferred any claim to any third party.

12. Section 1542 Waiver. Recognizing that California law may apply to certain aspects of this settlement, each Settlement Class Member expressly waives any and all rights and benefits conferred by California Civil Code Section 1542, and any similar law of any state or jurisdiction.

Each class member assumes the risk that facts or law may be different from what is now known or believed, and agrees that this release shall remain effective despite any subsequent discovery of additional facts or legal theories.

13. No Media Contact and Non-disparagement.

a. The Plaintiff and Class Counsel agree not to contact media outlets regarding Defendants or Released Parties or the claims resolved by this settlement, except as required by law or Court order.

b. Neither the Plaintiff nor Class Counsel shall post or publish anything concerning Defendants or Released Parties on any website or social media platform.

c. The Parties agree not to engage in disparaging conduct. Disparage means making any false or misleading statement that would harm the reputation or business of a Party.

d. Breach of this Section shall entitle the injured Party to seek injunctive relief without posting bond.

14. Preliminary Approval and Court Approval.

a. Within thirty (30) days of execution of this Agreement, Plaintiff and Defendants shall jointly file a motion seeking Preliminary Approval Order from the Court, certifying the Settlement Class and approving the notice procedures.

b. Notice shall be provided through the best practicable means, including published notice, internet notice, email notice, direct mail notice, and a Settlement Website.

c. Class members shall have the right to opt out and the right to object to the settlement.

d. Following the opt-out and objection period, Plaintiff and Defendants shall file a motion for Final Approval, and the Court shall conduct a fairness hearing.

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e. The settlement is expressly conditioned on Final Approval by the Court. If the Court does not approve the settlement, all obligations hereunder shall terminate.

15. Opt-Outs and Termination.

a. Class members may exclude themselves from this settlement under procedures established by the Court.

b. Defendants may terminate this settlement if more than fifteen percent (15%) of Cruise ticket purchasers timely opt out.

c. Either Party may terminate if the Court denies Preliminary or Final Approval.

d. If terminated or if the Court denies approval, the Settlement Fund (less reasonably incurred administration costs) shall be returned to Defendants.

16. Governing Law and Jurisdiction.

a. This Agreement is governed by the laws of the State of Utah without regard to conflict-of-law principles.

b. The Third Judicial District Court, Salt Lake County, State of Utah, retains exclusive jurisdiction to interpret and enforce this Agreement and the settlement.

17. Entire Agreement and Amendment.

a. This Agreement, together with the MOU, constitutes the entire agreement between the Parties regarding the settlement.

b. This Agreement may not be amended or modified except through a written agreement executed by all Parties and approved by the Court, if approval is required.

18. Severability and Construction.

a. If any provision is declared invalid, the remaining provisions shall remain in full force and effect.

b. This Agreement shall be construed fairly according to its terms and not strictly for or against any Party.

c. Headings are for convenience only and do not affect interpretation.

19. Further Assurances. Each Party shall execute and deliver such additional

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documents and agreements and take such further actions as may be necessary to implement the purposes of this Agreement and the MOU.

20. Binding Effect and Counterparts.

a. This Agreement is binding upon and inures to the benefit of the Parties heirs, personal representatives, successors, and assigns.

b. This Agreement may be executed in one or more counterparts, each deemed an original.

c. Signatures delivered by electronic means, including email PDF, DocuSign, or facsimile, shall have the same force and effect as original signatures.

21. The failure of any Party to enforce any provision shall not constitute a waiver of that provision or any other provision.

22. Authorization. Each signatory represents and warrants that they have full authority to execute this Agreement on behalf of the Party they represent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the Parties have executed this Settlement and Mutual Release Agreement as of the Effective Date.

FOR PLAINTIFF AND SETTLEMENT CLASS:

Signed by:
Scott Poynter
C6100C3DB3C14D7...

Scott Poynter, Settlement Class Counsel

FOR DEFENDANT PROJECT NEPTUNE:

DocuSigned by:
Mark Nickel
6B3413741AF542F...

Mark A. Nickel

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EXHIBIT A

CLAIM FORM

Garritty v. Project Neptune, LLC, et al.

Third Judicial District Court, Salt Lake County, Utah

Case No. 250907398

INSTRUCTIONS FOR SUBMITTING A CLAIM

A settlement has been reached in the class action lawsuit Garritty v. Project Neptune, LLC, et al. If you purchased tickets for the Glenn Beck Cruise Thru History scheduled to depart March 24, 2020, you may be eligible to receive a distribution from the Settlement Fund. To claim your settlement benefit, you must submit this Claim Form and supporting documentation.

HOW TO SUBMIT YOUR CLAIM:

- By mail: Send your completed Claim Form and supporting documents to the Settlement Administrator at [Settlement Administrator address]
- By email: Send your completed Claim Form and supporting documents as PDF to [Settlement Administrator email]
- Online: Visit [Settlement Website URL] and submit your Claim Form electronically

DEADLINE: All Claim Forms must be received by [DATE - 150 days from first notice]

SECTION I: CLASS MEMBER INFORMATION

Name (as it appears on cruise ticket):

_____

Current Address:

_____

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City, State, ZIP Code:

_____

Email Address:

_____

Phone Number:

_____

Date of Birth:

_____

SECTION II: CRUISE TICKET INFORMATION

How many tickets did you purchase for the Cruise Thru History scheduled for March 24, 2020?

_____ tickets

What was the total amount you paid for your cruise ticket(s)?

$_____

Package type(s) purchased (check all that apply):

[] Standard Package [] Insider Package [] VIP Package [] Inner Circle Package

SECTION III: CREDIT OFFSET DISCLOSURE

Under the terms of the settlement, any credits or compensation you received from CruiseBuilder in connection with the cancellation must be disclosed. These amounts will reduce your settlement recovery.

Did you receive any Costa Cruise Line credits?

[] Yes [] No

If yes, what was the value of such credits?

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$_____

Did you receive any other compensation or credits?

[] Yes [] No

If yes, describe and state the value:

_____

SECTION IV: PROOF OF PURCHASE

Please attach copies of documents proving your purchase, such as:

- Cruise booking confirmation email
- Credit card or bank statement showing the charge
- Invoice or receipt from CruiseBuilder
- Confirmation of ticket numbers

SECTION V: OATH UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the United States and the State of Utah that the foregoing information is true and correct. I understand that providing false information could result in criminal prosecution. I further declare that: (i) I purchased one or more tickets for the Glenn Beck Cruise Thru History; (ii) I have not received a full refund for my tickets; (iii) the amounts I have disclosed are accurate; and (iv) I have not previously submitted a claim for the same tickets.

I also understand and agree that by submitting this Claim Form, I am releasing all claims against Defendants and Released Parties as described in the Settlement Agreement.

Executed on _____ at _____, _____
(Date) (City) (State)

_____
Signature of Claimant or Authorized Representative

_____
Printed Name of Claimant or Authorized Representative

_____

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Address of Claimant or Authorized Representative

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EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

The Third Judicial District Court, Salt Lake County, State of Utah, authorized this Notice.

If you purchased tickets to the Glenn Beck Cruise Thru History, you may be eligible to receive a payment from a class action settlement.

Your legal rights may be affected. Please read this notice carefully.

- A Settlement has been reached in a class action lawsuit, *Garritty v. Project Neptune, LLC, et al.*, pending in the Third Judicial District Court, Salt Lake County, State of Utah, Case No. 250907398 (the "Action"). This Notice informs you of the settlement and your rights under it.
- The Settlement includes all persons who purchased tickets for the Glenn Beck Cruise Thru History scheduled to depart March 24, 2020 (including "Insider Package," "VIP Package," and "Inner Circle Package" tickets), except those persons who received a full refund of their ticket purchase.
- If approved by the Court, the Settlement will establish a $800,000.00 Settlement Fund.[1] Members of the Settlement Class, as described herein, may submit a claim for their *pro rata* portion of the Settlement Fund.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM **DEADLINE: DATE**	Submitting a timely and valid Claim Form is the only way to receive a payment from the Settlement. Any Settlement Class Member who does not request exclusion from the Settlement may submit a Claim Form.
EXCLUDE YOURSELF FROM THIS SETTLEMENT **DEADLINE: DATE**	Excluding yourself from the Settlement (or "opting out") is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendants or other Released Parties for the legal claims this Settlement resolves. If you exclude yourself, you will give up the right to receive a Settlement payment.
OBJECT TO THE SETTLEMENT **DEADLINE: DATE**	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved.

[1] All capitalized terms in this Notice shall have the same meaning provided for as in the Settlement Agreements, unless stated otherwise.

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	• *If you exclude yourself from the Settlement, you cannot object to it.* • *If you object to the Settlement, you are still eligible to submit a Claim Form.*
ATTEND THE FAIRNESS HEARING **DATE**	You may attend the Fairness Hearing where the Court will determine whether to grant final approval of the Settlement. If you wish to speak at the Fairness Hearing, you must make a request to do so in your written objection. The time and date of the hearing may change, so visit WEBSITE for updates.
DO NOTHING	If you do nothing, you will not receive a payment and you will give up any rights you may have to sue, continue to sue, or be part of another lawsuit against Defendants and other Released Parties for the claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Settlement payments will not be provided unless the Court grants final approval of the Settlement and the Settlement becomes effective.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM **DEADLINE: DATE**	Submitting a timely and valid Claim Form is the only way to receive Settlement Class Member Benefits. Any Settlement Class Member who does not request exclusion from the Settlement may submit a Claim Form. More information about submitting a Claim Form is available at **FAQ #12**.
EXCLUDE YOURSELF FROM THIS SETTLEMENT **DEADLINE: DATE**	Excluding yourself from the Settlement (or "opting out") is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendant or other Released Parties for the legal claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Class Member Benefits. More information about excluding yourself is available at **FAQ #18**.
OBJECT TO THE SETTLEMENT **DEADLINE: DATE**	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. • *If you exclude yourself from the Settlement, you cannot object to it.*

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	• *If you object to the Settlement, you are still eligible to submit a Claim Form.* More information about objecting is available **FAQ #21**.
ATTEND THE FAIRNESS HEARING **DATE**	You may attend the Fairness Hearing where the Court will determine whether to grant final approval of the Settlement. If you wish to speak at the Fairness Hearing, you must make a request to do so in your written objection. The time and date of the hearing may change, so visit WEBSITE for updates. More information about the Court's Fairness Hearing is available at **FAQ#23**.
DO NOTHING	If you do nothing, you will not receive a Cash Payment or Financial Data Monitoring and you will give up any rights you may have to sue, continue to sue, or be part of another lawsuit against Defendant and other Released Parties for the claims this Settlement resolves.

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why is there a Notice?

This Notice explains the proposed Settlement in a class action lawsuit called *Garritty v. Project Neptune, LLC, et al., Third Judicial District Court for the County of Salt Lake, State of Utah, Case No. 250907398*, and the legal rights and options that you might have as a potential member of the Settlement Class.

This case is pending in the Third Judicial District Court for the County of Salt Lake in the State of Utah, before the Honorable JUDGE. The Court has not ruled in favor of Plaintiffs or Defendants and must still decide whether to finally approve the Settlement.

To find out if you are a member of the Settlement Class, see **Question 5**, below.

2. What is this lawsuit about?

The Action alleged that Project Neptune, LLC and Wes Cobos (collectively, "Defendants") violated the rights of persons who purchased tickets for the Glenn Beck Cruise Thru History (the "Cruise"). The Cruise was scheduled to depart March 24, 2020, but was postponed and eventually canceled. Plaintiffs claimed that Defendants failed to refund ticket purchase prices as originally promised.

Defendants deny all allegations and liability. By settling, neither side admits any wrongdoing.

3. Why is this lawsuit a class action?

In a class action lawsuit, one or more individuals (called the "Plaintiffs" or "Class Representatives") bring claims on behalf of a larger group of people who have similar claims (the "Settlement Class" or "Settlement Class Members"). The Court resolves the claims for all Settlement Class Members, except for those who choose to exclude themselves from (or "opt-out" of) the Settlement Class.

4. Why is there a Settlement?

Plaintiffs and Defendants have agreed to settle the case to avoid the delays, costs, and the risk of trial, and any appeals that could follow a trial. The Settlement allows Settlement Class Members to potentially receive compensation, subject to Court approval, rather than risk receiving nothing. Plaintiffs and Class Counsel (see **Question 15**, below) believe the Settlement is in the best interests of all members of the Settlement Class.

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WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement Class?

You are a Settlement Class Member if you purchased one or more tickets for the Glenn Beck Cruise Thru History scheduled to depart March 24, 2020 (including Insider Package, VIP Package, or Inner Circle Package tickets), and you did not receive a full cash refund.

Excluded from the Class are the following:

(a) Any class member that received a full refund for their reservation.
(b) Any of the named defendants, their directors, officers, employees, and/or agents.
(c) The judge presiding over this action and his/her immediate family members.
(d) Any person that timely and properly excludes himself/herself/itself pursuant to the orders of the Court.

For more information, you can contact the Settlement Administrator by phone, email, or mail:

- Toll-Free: 1-XXX-XXX-XXXX
- Email: EMAIL ADDRESS
- Mail: Garritty v Project Neptune Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

Defendants have agreed to pay $800,000.00 to settle the Action. This money will be distributed to eligible Settlement Class Member who submit valid Claim Forms. Settlement payments will be calculated based on the amount paid for tickets (supported by proof of purchase documentation), minus any credits or compensation received from CruiseBuilder in connection with the Cruise cancellation.

If the total claims exceed the available funds, each Settlement Class Member will receive a *pro rata* share.

The Settlement Fund shall be used to pay: (i) Settlement Administrator fees and expenses; (ii) attorneys' fees and expenses as approved by the Court; (iii) incentive award to the Class Representative as approved by the Court; and (iv) Settlement Class Members who submit valid and timely claims.

7. How do I ask for money from this Settlement?

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Settlement Class Members must submit a Claim Form in order to receive a payment from the Settlement. Visit WEBSITE to submit a claim online or to download a full Claim Form to complete and return by mail.

Claim Forms must be submitted online by **DATE**. Claim Forms submitted by mail must be received or postmarked no later than **DATE**.

To be eligible to receive a Settlement benefit, your Claim Form must be accompanied by the following documentation:

- Proof of Purchase of one or more tickets for the Glenn Beck Cruise Thru History
  - Documentation must show the number of tickets purchased, date of purchase, and amount paid.
- Proof of any credit or refund received (if applicable)
  - Documentation must show the amount of the refund or credit and date issued.
- Authorized Representatives – If you are completing and submitting this Claim Form on behalf of a Class Member, you must submit documentation that demonstrates your authority to act on behalf of the Class Member.

Completed Claim Forms along with supporting documentation must be mailed to the Settlement Administrator at the following address:

Garritty v Project Neptune Settlement Administrator

Attn: Claim Forms

1650 Arch Street, Suite 2210

Philadelphia, PA 19103

You can request to have a Claim Form mailed or emailed to you by contacting the Settlement Administrator at EMAIL ADDRESS or toll free at PHONE NUMBER.

8. How much money will I get?

Payments will be calculated as follows: The amount paid for tickets by the Settlement Class Member, demonstrated by proof of purchase documentation submitted, less the dollar value of any credit or other compensation received from CruiseBuilder due to the cancellation of the Cruise. If the amount claimed by all Settlement Class Members exceeds the amount available for distribution, then the approved claimants shall receive their *pro rata* share of the funds available.

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EXCLUDING YOURSELF FROM THE SETTLEMENT

9. How do I exclude myself from the Settlement Class?

If you are a member of the Settlement Class and do not want to remain in the Settlement Class and release your claims against the Defendants, and do not want money from the Settlement, then you must take steps to exclude yourself from the Settlement. This is sometimes referred to as "opting out" of a class. The Court will exclude from the Settlement all members of the Settlement Class who submit valid and timely requests for exclusion.

If you exclude yourself, you will *not* be able to receive any money from these Settlement. However, this is the only way you will retain your rights to sue any of the Defendants and the Released Parties on your own, based on the Released Claims as defined in the Settlement Agreement. Information about the Released Claims is available in the Settlement Agreement, accessible on the Settlement Website: WEBSITE.

To exclude yourself from the Settlement, you must send a written "Request for Exclusion" to the Settlement Administrator at the address below. To be valid, your Request for Exclusion must be received by or received with a postmark date no later than **DATE**.

Garritty v Project Neptune Settlement Administrator

Attn: Exclusion Request

P.O. Box 58220

Philadelphia, PA 19102

To be valid, a Request for Exclusion must include: (a) the Settlement Class Member's name, current address and telephone number; (b) include a clear statement that the Settlement Class Member wants to be excluded from the Settlement -- *Garritty v. Project Neptune, LLC, et al.*, Third Judicial District Court for the County of Salt Lake, State of Utah, Case No. 250907398; and (c) must be personally signed by the Settlement Class Member requesting exclusion. Mass or group exclusion requests will not be accepted.

10. If I do not exclude myself, can I sue Defendants and the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants and Released Parties for the legal claims resolved by this Settlement.

11. If I exclude myself from the Settlement Class, can I get money from the Settlement?

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No. You will not get any money from these Settlement if you exclude yourself. Only Settlement Class Members who do not exclude themselves and who submit a valid and timely Claim Form will be eligible to receive a payment from the Settlement.

12. If I exclude myself from the Settlement, can I still object?

No. If you exclude yourself, you are no longer a member of the Settlement Class and may not object to any aspect of the Settlement.

OBJECTING TO THE SETTLEMENT

13. How do I tell the Court if I do not like the Settlement?

If you are a member of the Settlement Class and do not exclude yourself, you can object to the Settlement or Class Counsel's attorneys' fees and expenses by writing to the Court. For an objection to be considered by the Court, it must be filed with the Court no later than DATE (with copies sent to Class Counsel and Defendants' Counsel), and must include the following information:

- The name of the Action - *Garritty v. Project Neptune, LLC, et al.*, Third Judicial District Court for the County of Salt Lake, State of Utah, Case No. 250907398;
- The full name, address, telephone number, and email address of the objector;
- A detailed statement of the grounds and evidence upon which the objection is based, accompanied by any legal support or documentation to support the objection;
- The number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Class Counsel's award of Attorneys' fees, expenses and/or Service Awards;
- The number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- A statement confirming whether the objector and/or objector's counsel will appear personally and/or wish to testify at the Fairness Hearing;

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- A list of all persons who will be called to testify at the Fairness Hearing in support of the objection (if any);
- Whether the objector used the assistance of AI to draft the objection;
- The objector's acknowledgement he/she will submit to the jurisdiction of the Court and provide testimony by way of deposition prior to the Final Approval Hearing; and,
- The objector's signature (an attorney's signature is not sufficient).

COURT	CLASS COUNSEL	DEFENDANTS' COUNSEL
ADDRESS	ADDRESS	ADDRESS

Objections that are not timely submitted or do not contain the required information will not be considered by the Court or any court on appeal. Any Settlement Class Member who fails to object to the Settlement in the manner described above shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Fairness Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

14. What is the difference between objecting and excluding?

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you don't exclude yourself from the Settlement Class. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you, and you are ineligible to receive a payment from the Settlement Fund.

Objecting does not change your ability to receive a payment from the Settlement (if the Court approves the Settlement), as you are still a Settlement Class Member. If you object, you still must complete and submit a timely and valid Claim Form to be eligible to receive a Settlement payment.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

The Court has appointed Scott Poynter of Poynter Law Group, PLLC as Class Counsel to represent Plaintiffs and Settlement Class Members. You will not be personally charged for fees or costs by Class Counsel. If you have any questions about the Notice or the Action, you can contact Class Counsel or the Settlement Administrator. Their contact information is provided in **Question 13**, above.

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You do not need to hire a lawyer because Class Counsel is working on your behalf.

If you exclude yourself from the Settlement Class, Class Counsel will no longer represent you. If you wish to object to the Settlement, or any motion for attorneys' fees and expenses, and Service Awards, you will need to proceed on your own or obtain your own lawyer at your own cost for that purpose.

16. How will Class Counsel be paid?

To date, Class Counsel has not been paid any attorneys' fees or reimbursed for any costs or expenses that Class Counsel expended to litigate this case. Class Counsel may ask the Court for attorney's fees (up to 35% of the Settlement Fund) and litigation expenses (up to $25,000). The Class Representative may seek an incentive award (up to $7,500) for service as class representative. These amounts are paid from the Settlement Fund. The Court may award less than these amounts.

The deadline for Class Counsel to submit their application for Attorneys' Fees and Expenses, and a Class Representative Service Award is **DATE**.

THE COURT'S FAIRNESS HEARING

17. When and where will the Court decide whether to approve these Settlement?

The Court will hold a Fairness Hearing on **DATE & TIME** at **LOCATION** to consider whether the Settlement is fair, reasonable, and adequate and should be finally approved. The Court will also consider Class Counsel's request for attorneys' fees and expenses, and a Service Award for the Class Representative. The Court will consider any timely and complete objections and listen to Settlement Class Members who have asked to speak at the Fairness Hearing.

Important! The time and date of the Fairness Hearing may change without additional notice to the Settlement Class. Please visit WEBSITE to check if there are any updates to the date or time of the Fairness Hearing.

18. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection (*See* **Question 13**), the Court will consider it, and you do not have to come to Court to talk about it.

19. What if I want to speak at the Fairness Hearing?

If you wish to attend and speak at the Fairness Hearing, you must indicate your intent to do so in your written objection (*See* **Question 13**). Your objection must state that it is your intention to appear at the Fairness Hearing and must indicate if your attorney intends to appear and speak on your behalf at the hearing.

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IF YOU DO NOTHING

20. What happens if I do nothing?

If you are a Settlement Class Member and you do nothing, you will not receive a payment from the Settlement. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or any of the other Released Parties about the legal issues in this Action and released by the Settlement.

GETTING MORE INFORMATION

21. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at WEBSITE. You may also contact the Settlement Administrator phone, email, or mail:

- Toll-Free: 1-XXX-XXX-XXXX
- Email: EMAIL ADDRESS
- Mail: Garritty v Project Neptune, LLC et al, Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

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EXHIBIT C

MEMORANDUM OF UNDERSTANDING

CLASS ACTION SETTLEMENT — MATERIAL TERMS

Garritty v. Project Neptune, LLC, et al., Third Judicial District Court, Salt Lake County, Utah, Case No. 250907398

This Memorandum of Understanding ("MOU") is entered into as of June 8, 2026, by and between Adrian "Chip" Garritty, individually and as Class Representative on behalf of the Settlement Class ("Plaintiff"), and Project Neptune, LLC (d/b/a CruiseBuilder, VacationBuilder, Latter Day Travel, and Jungle Reef) and Wes Cobos (collectively, "Defendants," and with Plaintiff, the "Parties") during the mediation today before mediator Christopher B. Snow. This MOU sets forth the material, binding terms on which the Parties have agreed to settle the above-captioned class action (the "Action"). The Parties intend to be legally bound by this MOU and will promptly negotiate and execute a comprehensive long-form Settlement Agreement consistent with these terms, subject to Court approval.

Material Terms

1. **Settlement Class.** The class consists of all persons who purchased tickets for the Glenn Beck Cruise Thru History scheduled to depart March 24, 2020 (including "Insider Package," "VIP Package," and "Inner Circle Package" tickets), excluding any person who received a full refund, persons who timely opt out, Defendants and their officers/employees/agents, and the presiding judge and immediate family.

2. **Settlement Consideration.** Defendants shall pay a non-reversionary common-fund amount of $800,000.00 (the "Settlement Fund") in full settlement of the Action. The Settlement Fund is the Defendants' sole monetary obligation; Defendants shall have no liability for any amount beyond the Settlement Fund, including notice/administration costs, attorneys' fees, expenses, or any incentive award, all of which are paid from the Fund. The Fund will be deposited into an interest-bearing escrow account held by the Settlement Administrator within seven (7) days of Settlement Administrator appointment and entry of the Preliminary Approval Order.

3. **Credit Offset — Allocation.** This is a material term. Net Proceeds of the Settlement Fund shall be distributed to approved claimants based on each claimant's proof of purchase **less the dollar value of any credit or other compensation such class member received from CruiseBuilder due to the cancellation of the Cruise** (the "Net Claimed Amount"). Each claimant must disclose, under penalty of perjury, the value of any such credit or other compensation on the Claim Form, and that amount shall reduce the claimant's allocation accordingly. If the aggregate Net Claimed Amounts exceed the Net Proceeds, each approved claimant shall receive a pro rata share, calculated as the claimant's Net Claimed Amount divided by the total Net Claimed Amounts of all approved claims.

4. **Claims Process.** Class members must submit a signed Claim Form (by mail, email, or the Settlement Website) within 150 days of first Notice, providing proof of class membership, contact information, the value of any CruiseBuilder credit or other compensation received, and a signature under penalty of perjury. Angeion Group shall serve as Settlement Administrator (subject to Court approval). "Class Counsel" (i.e., counsel of record for Plaintiff) and Defendants may inspect and object to claims; disputes are resolved through the Settlement Administrator, a Special Master, or the Court, whose determination is final.

5. **Payments and Uncashed Checks.** The Settlement Administrator shall mail distribution checks to approved claimants within thirty (30) days after the latest of (a) the Final Approval Order becoming

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Final, (b) the claims deadline, or (c) final resolution of claim/deficiency disputes. Checks remain negotiable for ninety (90) days; uncashed or undeliverable check funds revert to Defendants and shall not be subject to escheat or cy pres.

6. **Attorneys' Fees, Costs, and Incentive Award.** Class Counsel may apply to the Court for attorneys' fees of up to 35% of the Settlement Fund plus up to $25,000 in litigation expenses, and an incentive award to the Class Representative not to exceed $7,500 total. All such amounts are paid from the Settlement Fund and do not increase Defendants' liability. Court approval of fees is not a condition of the settlement's effectiveness.

7. **Releases and Dismissal.** On the Effective Date, the Class Representative and all Settlement Class Members who do not opt out fully and finally release Defendants and all related "Released Parties" (i.e. each Defendant and each of their respective past, present, and future agents, employees, representatives, officers, directors, shareholders, board members, members, managers, insurers, underwriters, claim handlers, attorneys, independent contractors (including, without limitation, any and all independent contractors, celebrities, and media personalities affiliated with the subject cruise), vendors, family members, personal representatives, executors, estates, affiliates, successors, and assigns) from any and all "Released Claims" (i.e., any and all claims, causes of action, counterclaims, third-party claims, or demands, to the fullest extent allowed under the law, that any class member has or may have against any one or more of the Released parties, whether those claims, causes of action, or demands might be disputed or undisputed, liquidated or unliquidated, contingent or not, known or unknown, including, without limitation, any claims, causes of actions, or demands arising out of or otherwise relating in any way whatsoever to any one or more of (1) the allegations made in the Action; (2) the chartered cruise, which was originally to set sail in March 2020 from Northern Italy and that is the subject of the Action (the "Cruise"); (3) tickets purchased for the Cruise; (4) travel or flight arrangements, excursions, reservations, or other events and costs associated with the same relating to the Cruise; (5) any contract or agreement arising out of or relating to the cruise that is the subject of the Action; and (6) the Action). The Action will be dismissed with prejudice as to Defendants.

8. **Court Approval and Notice.** This settlement is subject to Preliminary and Final Court approval. The Settlement Administrator will provide the best practicable notice (internet, publication, press release, and direct email/mail notice), and CAFA notice will be served as required.

9. **Opt-Outs and Termination.** Class members may exclude themselves under the procedures to be set in the long-form agreement. Defendants may terminate the settlement, in their sole discretion, if more than 15% of Cruise ticket purchasers opt out. Either Party may terminate if the Court denies preliminary or final approval or the Final Approval Order does not become Final. Upon termination, the Settlement Fund (less incurred administration costs as provided in the long-form agreement) is returned to Defendants and the Parties revert to their pre-settlement positions.

10. **No Admission of Liability.** Defendants deny all allegations and liability. Neither this MOU nor the settlement is an admission of liability or of the propriety of class certification, and neither may be used as such except to enforce the settlement.

11. **Governing Law and Jurisdiction.** This MOU is governed by Utah law without regard to conflict-of-laws principles. The Court shall retain exclusive jurisdiction to enforce the settlement.

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12. **Binding Effect; Long-Form Agreement.** This MOU is binding on the Parties and reflects their agreement on the material settlement terms. The Parties will use good-faith, reasonable efforts to execute a comprehensive long-form Settlement Agreement (with exhibits) consistent with this MOU and to seek Court approval. In the event of a conflict between this MOU and the long-form agreement prior to its execution, this MOU controls. This MOU may be executed in counterparts, and PDF/electronic signatures are deemed originals.

IN WITNESS WHEREOF, the Parties, through their undersigned counsel, have executed this MOU as of the date first written above.

Signed by:
Scott Poynter
C61D0C8BB8C14D7...

June 8, 2026

Scott Poynter, Poynter Law Group, PLLC
Class Counsel for Plaintiff and the Settlement Class

DocuSigned by:

June 10, 2026

Mark Nicker, Gordon Rees Scully Mansukhani, LLP
Counsel for Defendants