

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF ARKANSAS  
FAYETTEVILLE DIVISION

ADRIAN "CHIP" GARRITTY, on behalf  
of himself and others similarly situated,

Plaintiff,

v.

BLAZE MEDIA, L.L.C.; GLENN BECK,  
individually; BILL O'REILLY,  
individually; BILL O'REILLY  
PRODUCTIONS, INC.; CARNIVAL  
CORPORATION; COSTA CRUISE  
LINES, INC.; PROJECT NEPTUNE, LLC  
d/b/a CRUISEBUILDER, d/b/a  
VACATIONBUILDER, d/b/a LATTER  
DAY TRAVEL, d/b/a JUNGLE REEF; and  
WES COBOS, individually,

Defendants.

5:23cv5225

No. ~~2:23~~-cv-\_\_\_\_\_

NOTICE OF REMOVAL

TO: THE CLERK OF THE COURT

AND TO: ALL PARTIES AND COUNSEL OF RECORD

**PLEASE TAKE NOTICE** that, pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332, 1441, 1446, 1453, and 1711, Defendants Carnival Corporation ("Carnival") and Costa Cruise Lines, Inc. ("Costa" and with Carnival, the "Carnival Defendants"), remove this action from the Circuit Court of the State of Arkansas for Benton County, where it is pending, to the United States District Court for the Western District of Arkansas. A true and correct copy of this notice will be filed contemporaneously with the Clerk of the Circuit Court of the State of Arkansas for Benton County, and notice of removal will be provided to counsel of record for Plaintiff.

**I. INTRODUCTION**

Removal under the Class Action Fairness Act of 2005 ("CAFA") is appropriate here as each jurisdictional requirement is met. The Amended Complaint alleges facts demonstrating that the proposed class exceeds 100 members, the amount in controversy is

1 greater than \$5,000,000, minimum diversity exists, and no relief is sought from  
2 governmental entities. The proposed class is alleged to include at least 2,000 members.  
3 The claimed damages, at a minimum, exceed \$10 million. The Carnival Defendants are  
4 incorporated and headquartered in Florida, while the Plaintiff is a citizen of Arkansas,  
5 satisfying CAFA's liberal minimum diversity requirement. Finally, none of the  
6 Defendants are governmental entities. As each jurisdictional fact under CAFA is  
7 satisfied, removal is appropriate.<sup>1</sup>

## 8 II. FACTS

### 9 A. The Putative Class

10 Plaintiff Adrian Garritty ("Garritty") filed this putative class action on behalf of  
11 "[a]ll persons who purchased tickets for the Glenn Beck Cruise Through History  
12 scheduled for March 24, 2020 to April 7, 2020. Including those who purchased 'Insider  
13 Package' tickets, 'VIP Package' tickets, and 'Inner Circle Package' tickets." Am. Compl.  
14 ¶ 48. The putative class excludes persons who received a full refund; all Defendants,  
15 including their directors, officers, and agents; the presiding judge; and all persons who  
16 may ultimately exclude themselves from the putative class.

17 Garritty alleges that Defendant Glenn Beck ("Beck") partnered with Defendant  
18 CruiseBuilder to offer a Glenn Beck-sponsored cruise ("Cruise"), set to sail in early 2020.  
19 *Id.* ¶ 16. CruiseBuilder allegedly chartered a vessel from the Carnival Defendants for the  
20 Cruise. *Id.* ¶ 19. Besides chartering the vessel, the Amended Complaint does not  
21 specifically allege that the Carnival Defendants had any involvement in the marketing or  
22 sale of Cruise tickets to the public, or the alleged misconduct. *Id.* ¶¶ 18, 20, 24–27, 29,  
23 32–37.

---

24  
25 <sup>1</sup> In filing this Notice of Removal, the Carnival Defendants reserve all rights, including the  
26 right to challenge personal jurisdiction. *Nationwide Eng'g & Control Sys., Inc. v. Thomas*, 837  
F.2d 345, 347–48 (8th Cir. 1988) ("Removal, in itself, does not constitute a waiver of any right to  
object to lack of personal jurisdiction. . . .").

1 Due to the spread of COVID-19 in the beginning of 2020, CruiseBuilder  
2 postponed the Cruise. *Id.* ¶¶ 30–31. At around the same time, Garritty alleges that all  
3 Defendants (somehow) altered the “Terms & Conditions” governing tickets CruiseBuilder  
4 sold to the putative class. *Id.* ¶¶ 32–33, Am. Cmpl. Exs. E, F. Garritty also alleges that  
5 (somehow) all Defendants relied on these changed terms when CruiseBuilder allegedly  
6 refused to provide a full refund to the putative class. Am. Cmpl. ¶¶ 35–36.

7 The putative class purportedly represents holders of at least 2,000 tickets for the  
8 Cruise. *Id.* ¶ 52. Exhibit K to the Amended Complaint puts the number of class members  
9 at approximately 2,000. Am. Cmpl. Ex. K at 2 (“The Wellivers are among the roughly  
10 2,000 people who registered for [the Cruise].”).<sup>2</sup> While the proposed class excludes  
11 persons who received a “full refund,” the Amended Complaint alleges that no ticket  
12 holder received a full refund. Am. Cmpl. ¶ 32 (alleging CruiseBuilder terms and  
13 conditions were altered “to ensure no refunds would be issued”).

#### 14 **B. The Amended Complaint Seeks Damages In Excess of \$5 Million**

15 Garritty seeks, at a minimum, repayment of all funds spent by the putative class to  
16 reserve berths on the Cruise based on claims of actual and constructive fraud, negligence,  
17 unjust enrichment, and for creation of a constructive trust. *Id.* ¶¶ 70, 76, 82, 88. The  
18 Amended Complaint alleges that at least 2,000 tickets were purchased. *Id.* ¶ 52. These  
19 tickets were expensive, ranging from \$4,999 to “as high as \$9,395 per person.” *Id.* ¶ 22.  
20 Garritty himself alleges he spent \$25,615. *Id.* ¶ 17. As the Amended Complaint alleges  
21 no cash refunds were actually provided,<sup>3</sup> the minimum amount in controversy is  
22 \$9,998,000 (at least 2,000 tickets costing at least \$4,999). But Garritty seeks more than  
23 that on behalf of the putative class. The putative class includes those who purchased more

---

24 <sup>2</sup> The number could be higher, as the Cruise “had space for 2,260 guests.” *Id.* at 3.

25 <sup>3</sup> The Amended Complaint alleges that rather than a refund, CruiseBuilder instead offered  
26 “credits toward a different cruise” and that the “replacement trips offered in place of a refund”  
were also cancelled. *Id.* ¶¶ 36, 39.

1 expensive tickets and persons who purchased “VIP Package” and “Inner Circle Package”  
2 tickets. *Id.* ¶ 48. VIP Packages cost an additional \$2,999 per person, and the Inner Circle  
3 Package cost an additional \$4,999 per person. *Id.* ¶ 22, Am. Cmpl. Ex. L. Accordingly,  
4 the amount in controversy includes not only the minimum \$9,998,000, but also amounts  
5 paid for (a) tickets above the \$4,999 minimum price, (b) \$2,999 VIP Packages, and (c) the  
6 Inner Circle Package. Am. Cmpl. ¶ 42. Garritty alleges that \$679,864 worth of Inner  
7 Circle Packages were sold to putative class members. *Id.*

### 8 **C. Garritty And Defendants Are Citizens of Different States**

9 Garritty is alleged to be an Arkansas resident. *Id.* ¶ 1. Both Carnival Defendants  
10 are Florida corporations with their principal places of business in Florida. *Id.* ¶¶ 5–6. The  
11 remaining Defendants are alleged to be citizens of or incorporated in Texas, New York, or  
12 Utah. *Id.* ¶¶ 2–5, 8–13. No Defendant is alleged to be a state, a state official, or other  
13 governmental entity. *Id.* ¶¶ 2–13.

## 14 **III. GROUNDS FOR REMOVAL**

### 15 **A. Removal Is Proper Because This Court Has Subject Matter Jurisdiction** 16 **Pursuant to CAFA**

17 By passing CAFA, Congress conferred on federal courts original jurisdiction over  
18 class actions where: (1) there are at least 100 members of the putative class; (2) the  
19 aggregate amount in controversy exceeds \$5 million; (3) at least one defendant is a citizen  
20 of a state different from at least one putative class member (i.e., minimal diversity); and  
21 (4) the primary defendants are not “States, State officials, or other governmental entities  
22 against whom the district court may be foreclosed from ordering relief.” 28 U.S.C.  
23 § 1332(d)(2)(A), d(5)(A)–(B), & d(6). The requirements for this Court’s exercise of  
24 CAFA jurisdiction are met. Removal of Cause No. 04CV-23-2996 from the Circuit Court  
25 for Benton County to this Court is proper.  
26

1           **1. There are at least 100 putative class members.**

2           To be eligible for removal under CAFA, a putative class must contain at least 100  
3 members. *Id.* § 1332(d)(5)(B). The First Amended Class Action Complaint seeks to  
4 certify a class of “[a]ll persons who purchased tickets for the [Cruise],” excluding persons  
5 who received a full refund; the Defendants and their respective directors, officers, and  
6 agents; the judge presiding over the matter; and any person who may exclude themselves  
7 from the putative class. Am. Cmpl. ¶ 48. Based on the allegations and exhibits attached  
8 to the Amended Complaint, there can be no reasonable dispute that there are well over  
9 100 members of the putative class.

10           The putative class purports to represent holders of at least 2,000 tickets for the  
11 Cruise. *Id.* ¶ 52. Exhibit K to the Amended Complaint states that the number of  
12 passengers exceeded 2,000. Am. Cmpl. Ex. K at 2. The Cruise itself “had space for 2,260  
13 guests.” *Id.* at 3. Each ticket purchaser is a putative class member as the Amended  
14 Complaint alleges that CruiseBuilder failed to provide full refunds by altering its terms  
15 and conditions “to ensure no refunds would be issued.” Am. Cmpl. ¶ 32; *see also supra*  
16 n.3. Indeed, the Amended Complaint alleges that 136 “Inner Circle Package” tickets  
17 offering extended access to Beck were sold. *Id.* ¶ 42.<sup>4</sup> In short, Garritty alleges that the  
18 class equals or exceeds 2,000 persons, and further alleges that no putative class member  
19 received a full refund. The only conclusion to be drawn from such allegations is that the  
20 putative class well exceeds the 100 member statutory minimum.

21           Given the allegations in the Amended Complaint and its supporting exhibits, along  
22 with the definition of the proposed class, the preponderance of the evidence demonstrates  
23 that the putative class exceeds 100 members, satisfying 28 U.S.C. § 1332(d)(5)(B).  
24  
25

---

26           <sup>4</sup> Garritty alleges that Beck received \$679,864 for the \$4,999 Inner Circle Package tickets.  
\$679,864 divided by \$4,999 equals 136 tickets.

1           **2. The aggregate amount in controversy exceeds \$5 million.**

2           CAFA permits removal of a putative class action when the amount in controversy  
3 exceeds \$5 million, exclusive of interest and costs, aggregated across class members'  
4 claims. *Id.* § 1332(d)(2). To satisfy CAFA, a defendant does not need to prove this  
5 amount with any specificity. *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574  
6 U.S. 81, 84 (2014) (a notice of removal “need not contain evidentiary submissions”).  
7 Rather, a “party seeking to remove under CAFA must establish the amount in controversy  
8 by a preponderance of the evidence regardless of whether the complaint alleges an amount  
9 below the jurisdictional minimum.” *Doss v. Am. Fam. Home Ins. Co.*, 47 F. Supp. 3d 836,  
10 839 (W.D. Ark. 2014) (quoting *Bell v. Hershey Co.*, 557 F.3d 953, 958 (8th Cir. 2009)).  
11 The central jurisdictional question “is not whether the damages are greater than the  
12 requisite amount, but whether a fact finder might legally conclude that they are.” *Bell*,  
13 557 F.3d at 959. To establish the jurisdictional fact, a removing defendant can provide  
14 additional evidence or “it may be ‘facially apparent’ from the pleading itself that the  
15 amount in controversy exceeds the jurisdictional minimum.” *Turntine v. Peterson*, 959  
16 F.3d 873, 881 (8th Cir. 2020) (quoting *Roe v. Michelin N. Am., Inc.*, 613 F.3d 1058, 1061  
17 (11th Cir. 2010)).

18           Here, it is facially apparent that the Amended Complaint seeks damages in excess  
19 of \$5 million. While the Amended Complaint does not allege a particular sum as  
20 damages, simple arithmetic establishes that the amount in controversy well exceeds \$5  
21 million.<sup>5</sup> *Waters v. Ferrara Candy Co.*, 873 F.3d 633, 636 (8th Cir. 2017) (removal  
22 jurisdiction may be established with “specific factual allegations . . . combined with  
23 reasonable deductions, reasonable inferences, or other reasonable extrapolations”)

---

24  
25           <sup>5</sup> The analysis included in this Notice is offered solely to establish that CAFA’s amount-  
26 in-controversy requirement is reasonably met if the Amended Complaint’s allegations are  
accepted as true. It is not an admission of any allegation in the Amended Complaint, an admission  
that class certification is appropriate, an admission as to the proper method for calculating  
damages, or an admission that Garritty is entitled to any relief.

1 (quoting *Pretka v. Kolter City Plaza II, Inc.*, 608 F.3d 744, 753–54 (11th Cir. 2010)). The  
2 putative class allegedly purchased at least 2,000 tickets. Am. Cmpl. ¶ 52. The least  
3 expensive ticket was \$4,999. *Id.* ¶ 22. Garritty seeks disgorgement of “all payments  
4 received from [Garritty] and the [putative] Class.” *Id.* ¶ 82. Accordingly, at a minimum,  
5 the Amended Complaint seeks the return of \$9,998,000 (i.e. 2,000 tickets that cost at least  
6 \$4,999). This minimum amount is nearly double the statutory minimum amount in  
7 controversy of \$5,000,000.

8 And the above does not even capture all of the damages Garritty alleges. The  
9 Amended Complaint seeks repayment for tickets that “went as high as \$9,395 per person”  
10 and the putative class includes “those who purchased ‘Insider Package’ tickets, ‘VIP  
11 Package’ tickets, and ‘Inner Circle Package’ tickets.” *Id.* ¶ 22, 48. VIP Packages cost an  
12 additional \$2,999 per person, and the Inner Circle Package cost an additional \$4,999 per  
13 person. *Id.* ¶ 22, Am. Cmpl. Ex. L. These alleged damages, while unspecified in the  
14 Amended Complaint, only further increase the amount in controversy above the statutory  
15 requirement.<sup>6</sup>

### 16 3. Minimum diversity is satisfied.

17 CAFA allows for removal if any defendant is a citizen of a different state than any one  
18 putative class member. 28 U.S.C. § 1332(d)(2)(A). For diversity purposes, a corporation is  
19 “deemed to be a citizen of every State and foreign state by which it has been incorporated and  
20 of the State or foreign state where it has its principal place of business.” 28 U.S.C.  
21 § 1332(c)(1). A corporation’s “principal place of business” is the corporation’s “nerve

---

22 <sup>6</sup> The Amended Complaint also seeks attorneys’ fees and costs. Am. Cmpl. ¶ 76. A  
23 potential award of fees may be considered in determining the amount in controversy. *Faltermeier*  
24 *v. FCA US LLC*, 899 F.3d 617, 620-21 (8th Cir. 2018) (possible award of attorneys’ fees nearing  
25 40% of damages sought properly considered as part of amount in controversy). Given the  
26 complexity of class action litigation, the number of parties and the scope of the claims—  
encompassing actual and constructive fraud, negligence, unjust enrichment and equitable relief—it  
is plausible that a “fact finder *might* legally conclude” that a significant award is possible. *Pirozzi*  
*v. Massage Envy Franchising, LLC*, 938 F.3d 981, 984 (8th Cir. 2019) (quoting *Hartis v. Chicago*  
*Title Ins. Co.*, 694 F.3d 935, 944 (8th Cir. 2012) (emphasis original)).

1 center”—the place “where a corporation’s officers direct, control, and coordinate the  
2 corporation’s activities.” *Hertz Corp. v. Friend*, 559 U.S. 77, 92–93 (2010).

3 Garritty is alleged to be a citizen of Arkansas. Am. Cmpl. ¶ 1. Defendants are not  
4 citizens of Arkansas, nor are they incorporated or headquartered there. *Id.* ¶¶ 2–13. The  
5 Carnival Defendants are each incorporated in, and run from, Florida. *Id.* ¶ 6–7. The Carnival  
6 Defendants maintain their respective corporate headquarters in Florida. Both Carnival  
7 Defendants’ principal officers, including their Chief Executive Officers, likewise report to  
8 work at the Carnival Defendants’ respective Florida headquarters. Because CAFA only  
9 requires minimal diversity, removal is proper based on the citizenship of the Carnival  
10 Defendants alone. Accordingly, CAFA’s minimal diversity requirement is satisfied.

11 **4. The primary defendants are not governmental entities.**

12 Removal is appropriate under CAFA because “the primary defendants” in the  
13 action are not “States, State officials, or other governmental entities against whom the  
14 district court may be foreclosed from ordering relief.” 28 U.S.C. § 1332(d)(5)(A); *Serano*  
15 *v. 180 Connect, Inc.*, 478 F.3d 1018, 1020 n.3 (9th Cir. 2007) (“[S]atisfaction of §  
16 1332(d)(5) serves as a prerequisite . . . to jurisdiction under § 1332(d)(2).”). As none of  
17 the Defendants are governmental entities, there is no bar to removal. Am. Cmpl. ¶¶ 2–13.

18 **IV. REMOVAL IS TIMELY**

19 Garritty served his Class Action complaint on Carnival on November 6, 2023.  
20 This Notice is filed within 30 days of service, as required by 28 U.S.C. § 1446(b)(1). *See*  
21 *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 347–48 (1999) (30-day  
22 removal period begins on service of summons and complaint). Removal of this action is  
23 timely.

24 **V. INTRADISTRICT ASSIGNMENT**

25 Removal to the Fayetteville Division of the Western District of Arkansas is  
26 appropriate because the Amended Class Action Complaint indicates Garritty’s claims



1 arose in Benton County, Arkansas, Am. Cmpl. ¶ 15, and because the Fayetteville Division  
2 encompasses the place where the action is pending. 28 U.S.C. §§ 128, 1441(a).

3 **VI. STATE COURT PLEADINGS**

4 Attached to this Notice are copies of all process, pleadings, orders, and papers or  
5 exhibits of every kind filed with the Benton County Circuit Court. (Exhibit A, Class  
6 Action Complaint with Summonses; Exhibit B, First Amended Class Action Complaint  
7 with Summonses; and Exhibit C, Notice of Removed Action).

8 Defendants have given prompt notice of filing of the removal by filing a copy of a  
9 Notice of Removed Action with the Circuit Court of Benton County, Arkansas.

10 In filing this Notice of Removal, Defendants do not waive, and specifically  
11 reserve, all defenses, exceptions, rights, and motions. No statement herein and/or  
12 omission here from shall be deemed an admission by Defendants of any of the allegations  
13 of or damages sought in the Complaint.

14 WHEREFORE, Defendants remove this action from the Circuit Court of Benton  
15 County, Arkansas to the Fayetteville Division of the United States District Court for the  
16 Western District of Arkansas.

17 DATED this 5<sup>th</sup> day of December, 2023.

18  
19 WATTS, DONOVAN, TILLEY & CARSON, P.A.  
20 2120 RIVERFRONT DRIVE, SUITE 275  
21 LITTLE ROCK, AR 72202  
22 (501) 372-1406  
23 (501) 372-1209 FAX  
24 david.donovan@wdtc.law  
25 taylor.williams@wdtc.law

26 

DAVID M. DONOVAN (81184)  
TAYLOR N. WILLIAMS (2018132)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

AND

McNAUL EBEL NAWROT & HELGREN PLLC

Malaika M. Eaton, WSBA No. 32837

*Pro Hac Vice Application To Be Submitted*

Charles Wittmann-Todd, WSBA No. 54429

*Pro Hac Vice Application To Be Submitted*

600 University Street, Suite 2700

Seattle, Washington 98101

(206) 467-1816

[meaton@mcnaul.com](mailto:meaton@mcnaul.com)

[cwittmantodd@mcnaul.com](mailto:cwittmantodd@mcnaul.com)

Attorneys for Defendants Carnival Corporation and  
Costa Cruise Lines, Inc.

ELECTRONICALLY FILED  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Oct-27 11:18:36  
04CV-23-2996  
C19WD06 : 17 Pages

IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS

---

**ADRIAN "CHIP" GARRITTY, on behalf  
of himself and others similarly situated**

Plaintiff,

v.

**BLAZE MEDIA, L.L.C.,  
GLENN BECK, INDIVIDUALLY,  
BILL O'REILLY, INDIVIDUALLY,  
BILL O'REILLY PRODUCTIONS, INC.,  
CARNIVAL CORPORATION,  
COSTA CRUISE LINES, INC.**

Defendants.

Case No.: \_\_\_\_\_

**CLASS ACTION**

---

**CLASS ACTION COMPLAINT**

---

COMES NOW the Plaintiff, Adrian "Chip" Garritty, on behalf of himself and all others similarly situated ("Plaintiffs" or "Plaintiff and the Class"), and for their Class Action Complaint against Defendants hereby state and allege:

**PARTIES**

1. Plaintiff Adrian "Chip" Garritty ("Garritty" or "Plaintiff") is a citizen of Arkansas, and resident of Benton County, Arkansas.



2. Upon information and belief, Defendant Glenn Beck (“Beck”) is a citizen of Texas, and may be found at 2224 King Fisher Dr., Westlake, TX 76262. Beck has minimum contacts within the State of Arkansas as he derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the State of Arkansas.

3. Blaze Media, LLC (“Blaze”), is a limited liability corporation with its principal place of business in Texas, and having a registered agent known as Legalinc Corporate Services, Inc., 10601 Clarence Dr., Suite 250, Frisco, TX 75033. Blaze has minimum contacts within the State of Arkansas as it derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the State of Arkansas.

4. Upon information and belief, Defendant Bill O’Reilly (“O’Reilly”) is a citizen of New York. O’Reilly has minimum contacts within the State of Arkansas as he derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the State of Arkansas.

5. Bill O’Reilly Productions, Inc., (“BOP”) is a citizen of New York, with a registered agent at 380 Lexington Ave., 31<sup>st</sup> Floor, New York, NY 10168. BOP has minimum contacts within the State of Arkansas as it derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the State of Arkansas.

6. Defendant Carnival Corporation (“Carnival”) is a citizen of Florida. Its registered agent for service of process is NRAI Services, Inc., 1200 South Pine Island Rd., Plantation, FL 33324. Upon information and belief, Carnival Corporation is the parent entity of Defendant Costa Cruise Lines, Inc. Carnival has minimum contacts within the

State of Arkansas as it derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the State of Arkansas.

7. Defendant Costa Cruise Lines Inc. (“Costa”) is a citizen of Florida. Its registered agent for service of process is CT Corporation, 880 SW 145<sup>th</sup> Ave., Suite 201, Pembroke Pines, FL 33027. Costa has minimum contacts within the State of Arkansas as it derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the State of Arkansas.

### **JURISDICTION AND VENUE**

8. This Court has jurisdiction over the civil claims brought on behalf of Plaintiff and the Class, and jurisdiction over the Defendants due to their minimum contacts within Arkansas.

9. This Court is the proper venue as Plaintiff is a resident of this County and many of the actions complained of occurred within this County.

### **FACTS**

10. Beginning in 2019, Defendant Glenn Beck partnered with the now defunct CruiseBuilder<sup>1</sup> to promote the “Glenn Beck Cruise Through History” (hereinafter “Cruise”). The Cruise was billed as a 14-day, family friendly trip through several historic locations where passengers would receive political and religious commentary from influencers such as Glenn Beck, Bill O’Reilly, David Barton, and Rabbi Lapin (collectively, the “Cruise Promoters”).

---

<sup>1</sup> CruiseBuilder is a subsidiary of Project Neptune, L.L.C., which filed a Bankruptcy Petition in Utah on August 25, 2023.

11. Plaintiff Garritty purchased three tickets for the Cruise for himself and his family, totaling \$25,615.00. Plaintiff Garritty purchased these tickets after hearing the advertisements of Defendant Glenn Beck, of whom Plaintiff Garritty has been a fan for many years.

12. The Cruise was a charter, meaning the entire ship was purchased for Plaintiff and members of the Class by the now defunct CruiseBuilder and the Cruise Promoters, which marketed the Cruise in a purposeful way to assure ticket purchasers that everybody on board the ship was a like-minded fan of Glenn Beck.

13. Defendants Costa Cruises, Inc., and Carnival Corporation sold this charter to Defendant Glenn Beck and the now defunct CruiseBuilder.

14. The Cruise was scheduled to depart on March 24, 2020, stopping at ports in Italy, Croatia, Israel, and Greece, before returning on April 7, 2020. Defendant Glenn Beck focused on the religious and political nature of the locations and advertised the Cruise as an “opportunity to reinforce your faith, culture and values by experiencing it in the places where it first took root, Jerusalem, Athens, or Venice.”

15. When the Cruise was to stop in Israel, passengers were given excursion options based on their individual religious beliefs.

16. Basic cabins on the Cruise started at \$4,999 per person and went as high as \$9,395 per person for the so-called “Grand Suite.” Additionally, passengers were given the option to purchase the “Inner Circle” package, which provided guests with opportunities to attend exclusive meet and greet events with Glenn Beck, along with

admission to exclusive Beck events onboard the Cruise. The “Inner Circle” package cost each guest an additional \$4,999. **Exhibit A.**

17. Inner Circle purchasers were also given the opportunity to attend an Inner Circle dinner with Glenn Beck, including a black-tie event where each guest would have their picture taken with Beck.

18. Beck advertised his Cruise on his network known as Blaze or Blaze Media, and on corresponding podcasts and YouTube videos. The first video Glenn Beck made and posted on the CruiseBuilder YouTube account, warned potential ticket purchasers:

“Right now, our foundations of our faith, our freedom, our human progress are all under attack. I want to give you the opportunity to share your values, your beliefs, and the things you hold dear with the ones you love. Yes, you could go to Disney and spend a buttload of money and stand in line the entire time with screaming kids, or you could have our first ever Cruise Through History. You’re invited.”

19. Beck told potential purchasers they would “walk where Jesus walked,” and would be “guided every step of the way by himself and others.”<sup>2</sup>

20. CruiseBuilder created the “Cruise Through History Podcast” which featured Glenn Beck. Episodes of the podcast focused on topics such as “faith and freedom,” along with episodes devoted to the religious and political history of each port at which the ship would stop and allow passengers to listen to Glenn Beck’s history lessons on that particular area.

21. CruiseBuilder also created “Vacation Radio” which was a station devoted to advertising the various travel offerings, including the Cruise. In one episode,

---

<sup>2</sup> As of October 13, 2023, Glenn Beck’s first promotional video can still be found at: <https://www.youtube.com/watch?v=sGr0lg6vbCo>.

CruiseBuilder executive Brian Mickelson stated that CruiseBuilder “rented out the entire ship for Glenn Beck.” Mickelson said “it’s not the cruise ship’s cruise anymore, it’s Glenn Beck’s cruise now. Glenn is setting all the themes, and all the ideas, and everything that’s going to happen on the ship are all generated by Glenn and our group, so it’s very specific and tailored to what our guests want to experience on the trip.”<sup>3</sup>

22. Mr. Mickelson is a former charter airline executive, and on or around 2015, the Department of Transportation ordered Mr. Mickelson to stay out of the charter airline business due to his failure to refund passengers when he cancelled their flights. **Exhibit B.**

23. Glenn Beck was the primary advertiser for the Cruise, was the decision-maker when it came to passengers’ experience on the cruise and the deciding factor in Plaintiff and Class Members’ decisions to purchase tickets on the Cruise. Beck advertised the Cruise on his network, also known as “The Blaze,” and through that platform enticed Plaintiff and Class members to purchase tickets on his Cruise. Beck also used his channel to advertise his “Inner Circle” package for an additional \$4,999.

24. In early February of 2020, COVID-19 began making its way through Europe and the Middle East, causing travel to be restricted. Wes Cobos, President of CruiseBuilder, informed passengers that CruiseBuilder had a “team in Italy doing a full evaluation of the situation, including gathering first-hand reports on where the safe zones

---

<sup>3</sup> Vacation Radio, “Cruising Italy, Croatia, Greece, Israel...with Glenn Beck!” August 7, 2020.



are, what safety precautions are being implemented and how those precautions are actually being carried out.” **Exhibit C.**

25. On February 23, 2020, CruiseBuilder notified all ticket purchasers that the trip was postponed and would have to be rescheduled due to the pandemic. **Exhibit D.**

26. At this point, Defendants wrongfully altered the terms and conditions of the Cruise issued to Plaintiff and the Class to ensure no refunds would be issued. The original terms and conditions stated: “If a vacation is canceled prior to departure, CruiseBuilder’s only responsibility will be to refund the amount received for the reservation.” **Exhibit E.**

27. The new altered version of the terms and conditions unilaterally and wrongfully favored Defendants, stating: “If a vacation is cancelled by CruiseBuilder prior to departure, CruiseBuilder’s only responsibility will be to refund any unused funds from the reservation payments and any amounts refunded back from other travel vendors.” **Exhibit F.**

28. Defendants were careful to use the word “postponed” instead of “cancelled” during this period. Defendants were aware that all travel insurance policies sold through Travel Guard, a subsidiary of AIG, would only pay out if the Cruise was officially cancelled and not merely postponed.

29. Class members soon began requesting refunds from Defendants. Emboldened by the new protections Defendants wrongfully afforded themselves in their altered terms and conditions, Defendants stated: “At the time the trip was originally set to go we had already paid all the vendors including the cruise line, hotels, transfers, bus

companies, tour companies, etc. We did not get refunded from most of those vendors. They did move it to different dates. When the last one was unable to go, they offered credits and not a refund. We are only able to provide the refund options that were sent out previously.” **Exhibit G.**

30. The refund options offered by CruiseBuilder were credits toward a different cruise; one that would not include flights, hotels, Glenn Beck, or even the same ports as the original Glenn Beck Cruise Through History.

31. CruiseBuilder’s contention that vendors did not issue it refunds was a misrepresentation. Several vendors, including Lufthansa Airlines, did issue refunds to CruiseBuilder. **Exhibit H.**

32. CruiseBuilder also received \$435,500 in Paycheck Protection Program loans, which were ultimately forgiven. **Exhibit I.**

33. By February 23, 2023, exactly two years after the initial postponement, CruiseBuilder then cancelled the replacement trips offered in place of a refund, stating: “CruiseBuilder has faced significant financial pressure due to inflation and related costs for travel services. These inflationary market conditions, which are in addition to lingering impacts of COVID-related restrictions, have made it impossible for CruiseBuilder to go forward with your scheduled cruise. Unfortunately, given these circumstances, CruiseBuilder has no choice but to cancel your trip.” **Exhibit J.**

34. This cancellation, two years after the initial postponement, ensured that no purchasers of Travel Guard insurance would receive the benefit of the insurance they purchased. This cancellation was also the end of any hope ticket purchasers had of

obtaining a replacement cruise, or any value for the extraordinary amounts they paid to Defendants.

35. Beck issued a statement to BuzzFeed News, saying: “My position is that anyone who wants a refund in these uncertain times should receive one, and I’ve strongly encouraged the cruise line, airlines, and the hotels to accommodate. I look forward to going on the Cruise Through History when the circumstances surrounding this global pandemic allow us to do so.” **Exhibit K.**

36. Despite the public statement, Glenn Beck absolved himself of any responsibility to his fans, who bought tickets for his Cruise based on his advertisements. Glenn Beck sold every single one of his Inner Circle tickets for \$4,999 a piece. **Exhibit L.** The Inner Circle tickets alone provided Beck with \$679,864 which he never returned.

37. On August 25, 2023, Project Neptune LLC filed a Voluntary Petition for Chapter 11 bankruptcy.

38. To date, Glenn Beck and the other Defendants have retained all funds paid to them for the Cruise.

### **CLASS ALLEGATIONS**

39. Plaintiff and the Class incorporate the above paragraphs herein.

40. Plaintiff brings this action pursuant to Arkansas Rule of Civil Procedure (“ARCP”) 23, on behalf of himself and the following “Class:”

All persons who purchased tickets for the Glenn Beck Cruise Through History scheduled for March 24, 2020 to April 7, 2020. Including those who purchased “Insider Package” tickets, “VIP Package” tickets, and “Inner Circle Package” tickets.

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; and,
- d) Any person that timely and properly excludes himself/herself/itself pursuant to the orders of the court.

**A. Typicality**

41. Plaintiff’s claims are typical of the claims of the Class because Plaintiff purchased tickets and packages for the Cruise, and the claims all arise from the same wrongdoing committed by Defendants.

**B. Commonality**

42. There are questions of law and/or fact common to the Plaintiff and the Class, which predominate over questions that may affect individual Class members. The common and predominate question is whether Defendants were unjustly enriched by promoting and selling the tickets for the Cruise, accepting Class members money for the Cruise, then cancelling the Cruise and keeping their ill-gotten proceeds.

**C. Numerosity**

43. The Arkansas Supreme Court has certified a class with as few as 77 people, and separately noted a class with as few as 40 members may be proper due to the inherent difficulty in joining this number of individual actions.

44. Tickets and packages were sold to individuals in all states where Defendants advertised the Cruise. Upon information and belief, approximately 2,000 tickets were sold for the Cruise.

45. Thus, the members of the Class are so numerous that joinder of all members is impracticable.

**D. Superiority**

46. A class action is superior to other methods for the fair and efficient adjudication of this controversy because the prosecution of separate actions by individual members of the Class creates a risk of inconsistent and varying results. Further, this would also establish incompatible standards of conduct for Defendants.

47. Additionally, questions of law and fact common to the members of the Class predominate over questions affecting only individual members. Adjudication as a class in this case eliminates the possibility of duplicative litigation.

**E. Adequacy**

48. Plaintiff will fairly and adequately represent the interests of the Class because Plaintiff's interests do not conflict with the interests of the other Class members he seeks to represent. Plaintiff has also retained competent counsel who is experienced in

class action litigation. Plaintiff's counsel will fairly and adequately protect the interests of the class.

**COUNT I**

**FRAUD**

49. Plaintiff and the Class incorporate the above paragraphs herein.

50. Defendants misrepresented to Plaintiff and the Class that they wanted refunds to be issued in compliance with the original terms and conditions created and issued by CruiseBuilder. Beck further stated that refunds should be given to any ticket purchaser who wanted one.

51. Defendants publicly represented to Plaintiff and the Class that they were advocates for Plaintiff and the Class and were working to ensure that refunds would be issued.

52. These were material misrepresentations of fact.

53. Defendants had knowledge that their representations were false or that there was insufficient evidence upon which to make the representations.

54. While Defendants made these public material misrepresentations, they privately sought to insulate themselves from the financial loss that would come from issuing refunds.

55. Plaintiff and the Class justifiably relied on Defendants misrepresentations and were discouraged from taking further action due to Glenn Beck's statements that he was working to make sure his fans received refunds.

56. Vendors paid by CruiseBuilder and Beck did refund monies to Defendants. However, these monies were not refunded to Plaintiff and the Class.

57. Upon information and belief, Glenn Beck retained funds paid by Inner Circle purchasers, despite his public charade calling for refunds to passengers who requested them.

**COUNT II**

**IN THE ALTERNATIVE**

**CONSTRUCTIVE FRAUD**

58. Plaintiff and the Class incorporate the above paragraphs herein.

59. Defendants materially misrepresented to Plaintiff and the Class that, among other things, Defendants intended for refunds to be issued.

60. Defendants asserted these representations to be true without knowledge of their falsity and without moral guilt or evil intent.

61. Because of Defendants' material misrepresentations, Plaintiff and the Class believed that a refund would be issued.

62. Plaintiff and the Class are entitled to recover damages caused by acts committed, or the forbearance of action, pursuant to the material misrepresentations made by Defendants.

**COUNT III**

**NEGLIGENCE**

63. Plaintiff and the Class incorporate the above paragraphs herein.

64. Defendants had a duty to inform Plaintiff and the Class of the situation regarding the status of the Cruise and any subsequent refunds.

65. Defendants failed to relay accurate information to Plaintiff and the Class that they would not receive refunds and should pursue all other available means of resolution.

66. As a proximate cause of these fraudulent representations, Plaintiff and the Class continued to attempt to schedule replacement cruises that were also cancelled.

67. Further, Defendant Glenn Beck failed to issue refunds to his fans who spent an additional \$4,999 for his Inner Circle package, despite his public statement that refunds should be issued.

68. Plaintiff and the Class have sustained damages as a proximate cause of the acts of Defendants and should be awarded damages over and against Defendants, including attorney's fees and costs.

**COUNT IV**

**UNJUST ENRICHMENT**

69. Plaintiff and the Class incorporate the above paragraphs herein.

70. Defendants were paid by Plaintiff and the Class upon the promise that the Glenn Beck Cruise Through History would occur as advertised.



71. The Cruise did not occur as advertised, and further, cruises offered as a replacement were subsequently cancelled as well.

72. Defendants have received payments from Plaintiff and the Class to which they are not entitled.

73. It would be unjust for Defendants to retain monies paid by Plaintiff and the Class.

74. Plaintiff and the Class respectfully ask this Court to order Defendants to disgorge all payments received from Plaintiff and the Class.

#### COUNT V

#### CONSTRUCTIVE TRUST

75. Plaintiff and the Class incorporate the above paragraphs herein.

76. A constructive trust may be imposed when a person holds the property of another and would be unjustly enriched if allowed to retain that property.

77. “The duty to convey the property may arise because it was acquired through fraud, duress, undue influence or mistake, breach of fiduciary duty, or wrongful disposition of another’s property.” *Cox v. Miller*, 363 Ark. 54, 210 S.W.3d 842, 849 (2005). Regardless of whether any specific fact is unintentionally misrepresented, Defendants are subject to an equitable duty to return Plaintiff’s money and are unjustly enriched if permitted to retain that money.

78. Defendants are wrongfully in possession of monies paid by Plaintiff and the Class. Defendants have an equitable duty to return this money to Plaintiff and the Class.

79. Defendants would be unjustly enriched if they were permitted to continue to possess monies paid by Plaintiff and the Class.

80. Equity demands a constructive trust containing all monies paid to Defendants by Plaintiff and the Class.

#### PRAYER FOR RELIEF

---

WHEREFORE, Plaintiff and the Class pray that the Court enters judgment in their favor on all the claims asserted herein, to Order all the requested relief pled above, and to provide Plaintiff and the Class all other just and appropriate relief including attorney's fees and costs.

Dated: October 27, 2023

Respectfully submitted,

**POYNTER LAW GROUP, PLLC**



---

Scott Poynter, AR Bar. 09077  
scott@poynterlawgroup.com  
Daniel Holland, AR Bar. 2019237  
daniel@poynterlawgroup.com

Clay Ellis, AR Bar. 2023183  
clay@poynterlawgroup.com  
407 President Clinton Ave., Suite 201  
Little Rock, AR 72201  
(501) 812-3943

ELECTRONICALLY FILED  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Oct-27 11:18:36  
04CV-23-2996  
C19WD06 : 2 Pages

# EXHIBIT A

COME SAIL AWAY  
CRUISE THRU HISTORY

---

## INNER CIRCLE

YOUR INNER CIRCLE ACCESS COMES WITH THE FOLLOWING  
SPECIAL TOURS AND EXTRA BENEFITS:

- \$400 onboard credit per cabin (based on double occupancy)
- 1 free 3 GB wifi package
- Piu Gusto drink package
- \$250 casino credit (based on double occupancy)
- Magic Bag laundry and ironing services (25 articles of clothing)
- Preferred seating at all events
- Exclusive Inner Circle dinner with Glenn Beck (2 nights)
- 1 day spa access pass
- Ship Galley Tour
- Priority embarkation and disembarkation

### INNER CIRCLE EXCURSIONS:

- Venice: "Romantic Venice by Gondola"
- Dubrovnik: "Dubrovnik Cable Car Tour"
- Athens: "Mars Hill with Glenn Beck"

### SPECIAL EVENTS FOR INNER CIRCLE GUESTS:

- March 26 - Inner Circle dinner with Glenn Beck
- March 29 - Beck & O'Reilly Show
- April 1 - Inner Circle dinner with Glenn Beck

*\*As an Inner Circle member you are invited to join Glenn Beck for an exclusive black tie dinner on March 26 and April 1. There you will receive a photo of you (with your guests) and Glenn. Glenn will also spend the evening taking many of your questions and sharing personal insights while you enjoy dinner in the exclusive and intimate setting of the Club Luminosa.*

ELECTRONICALLY FILED  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Oct-27 11:18:36  
04CV-23-2996  
C19WD06 : 9 Pages

# EXHIBIT B



**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF THE SECRETARY  
WASHINGTON, D.C.**

**Issued by the Department of Transportation  
on the 14th day of August, 2014**

**Voyager Travel LLC, formerly d/b/a LDS  
Travel and Meridian Trips LLC, and Brian  
Mickelsen**

**Violations of 49 U.S.C. § 41712 and  
14 CFR 399.84, 399.88 and 399.89**

**Docket OST 2014-0001**

**Served August 14, 2014**

**CONSENT ORDER**

This consent order concerns advertisements by Voyager Travel LLC, formerly d/b/a LDS Travel and Meridian Trips LLC, (collectively Voyager Travel) and Brian Mickelsen, the owner and former member of the LLC, in his personal capacity, that violated the Department's advertising requirements specified in 14 CFR Part 399, and constituted unfair and deceptive trade practices in violation of 49 U.S.C. § 41712. An investigation by the Department's Office of Aviation Enforcement and Proceedings ("Enforcement Office") revealed that prior to January 26, 2012, Voyager Travel advertised air tour packages in a manner that did not meet Department requirements under Part 399 because the advertisements failed to include all fuel surcharges in the prices advertised, failed to state that the prices were subject to post purchase price increases, and failed to provide appropriate notice of the existence, nature, and amount of other charges and additional taxes and government-imposed fees that were then permitted to be stated separately from the base fare. Voyager Travel's advertisements published on and after January 26, 2012, continued to state that the prices were subject to increases even after final payment. Those advertisements violated 14 CFR 399.84(a), 399.88, and 399.89.

This order directs Voyager Travel and Brian Mickelsen, in his personal capacity, to cease and desist from future violations of 49 U.S.C. § 41712 and Part 399 and assesses the company and Mr. Mickelsen, jointly and severally, a compromise civil penalty of \$20,000. Mr. Mickelsen is also ordered to cease and desist for a period of ten years from the date of the issuance of this order from engaging in air transportation operations.

### Applicable Law

Ticket agents selling air tour packages, including air and hotel packages, such as Voyager Travel, are subject to the advertising requirements of Part 399 of the Department's rules. Under 14 CFR 399.84, any advertising that states a price for air transportation or an air tour is considered to be an unfair or deceptive practice in violation of 49 U.S.C. § 41712 unless the price stated is the entire price to be paid by the customer to the air carrier or ticket agent for such air transportation, tour, or tour component. Prior to January 26, 2012, as a matter of enforcement policy, the Department permitted air carriers and agents to state separately from the advertised price taxes and fees imposed by a government on a per-passenger basis, such as passenger facility charges, so long as their amounts appeared or were indicated clearly in the advertisement so that the consumer could determine the full price to be paid.<sup>1</sup> On the other hand, carrier- or agent-imposed surcharges, e.g., fuel, insurance, and service charges, or other such costs, always had to be included in the advertised price.<sup>2</sup> Moreover, when an air tour seller or carrier advertised a specific price for a flight, air tour or component, it had to have had on hand a reasonable inventory at the advertised price for a reasonable time period.<sup>3</sup>

On April 25, 2011, the Department issued a set of rules designed to enhance protections for air travel consumers that, among other things, required airlines and ticket agents to comply with the Department's full-fare advertising rule as written. The revised full-fare rule mandates that the price advertised for passenger air transportation include all taxes and government-imposed fees and all mandatory airline- and ticket agent-imposed surcharges and fees in every advertised fare or price.<sup>4</sup> This provision was codified in 14 CFR 399.84(a), which took effect on January 26, 2012.

---

<sup>1</sup> See, e.g., *Costa Cruise Lines, N.V.*, Order 2009-9-3 (September 3, 2009). Under the enforcement policy in effect prior to January 26, 2012, with respect to airfares and air tours advertised on the Internet, taxes and government fees that were permitted to be excluded from the advertised price had to be noted in a prominent link, placed adjacent to the stated price the first time the price was shown that took the viewer to the bottom of the screen, or to a place on a separate screen, where a description and the amount of such taxes and fees were displayed.

<sup>2</sup> See, e.g., *GTS Globotours*, Order 2014-2-14 (February 20, 2014); *Bloomspot, Inc.*, Order 2013-7-27 (July 31, 2013); *British Airways*, Order 2012-10-1 (October 1, 2012); *Tour Beyond, Inc., d/b/a China Spree*, Order 2011-106 (February 9, 2011); and orders cited therein.

<sup>3</sup> *AirTran Airlines*, Order 2010-5-29 (May 28, 2010).

<sup>4</sup> Charges included within the single total price listed, e.g., government taxes, may be stated separately or through links or “pop ups.” On web sites that display the total price, such charges may not be false or misleading may not be displayed as prominently as the full fare, may not be presented in the same or larger size as the total price, and must provide cost information on a per passenger basis that accurately reflects the cost of the item covered by the charge.



As under the prior rule, significant restrictions, such as double occupancy and conditions on availability must be properly disclosed with the pertinent advertised fares.<sup>5</sup>

In addition, under section 399.88, the seller may not add or increase taxes and government fees after the consumer has paid in full unless the seller has given notice and obtained the consumer's written consent before full payment. This narrow exception only applies to a post purchase price increase in a government-imposed fee or tax. Once full payment has been made, other types of price increases are prohibited. Under section 399.89, price increases, for example, for a fuel surcharge, are not permitted unless the seller has provided notification and obtained the consumer's written consent before *any* payment has been made. Violations of sections 399.84(a), 399.88 and 399.89 (and the previous full-fare rule, section 399.84) constitute an unfair and deceptive practice and unfair method of competition in violation of section 41712. The Enforcement Office investigation of Voyager Travel found violations under the rules in effect before and after January 26, 2012.

### **Background and Relevant Facts**

Voyager Travel, which ceased operations in 2013, was a ticket agent based in Utah, specializing in offering travel packages that included, among other things, airfares and hotel accommodations.<sup>6</sup> During the time period at issue in this order, Mr. Mickelsen exercised primary control and direction over all of the activities of Voyager Travel. Voyager Travel promoted its air travel packages through e-mail solicitations, subscriptions, and advertisements that were published on its web sites, including [www.lds.travel](http://www.lds.travel) and [www.voyager.travel](http://www.voyager.travel), and others, until the company changed ownership, and ultimately went out of business. For a significant period of time beginning in January 2011, Voyager Travel published daily advertisements for the "Restoring Courage 2012 Tour" to Israel on its own and other web sites, and in radio and television advertising, promoting air tour packages, combining air fares, hotel, land tours, and related amenities.<sup>7</sup> However, the prices advertised by Voyager Travel for its air

---

<sup>5</sup> See also *GTS Globotours, supra*; *Bloomspot, supra*; *British Airways, supra*; *Lion World Travel d/b/a South African Airways Vacation, Order 2010-9-5* (Sept. 3, 2010); and *Unique Vacations, Inc., Order 2010-11-7* (Nov. 8, 2010).

<sup>6</sup> Other air tour packages included cruises, guided tours, specially chosen leaders and scheduled events, and related amenities, and traveled particularly to Israel, Jordan, the Mediterranean, the British Isles, and other countries in Europe, and areas of the United States.

<sup>7</sup> The Restoring Courage tour was scheduled to depart on August 11, 2011. As late as July 21, 2011, Voyager Travel mailed a demand that the Israel tour passengers pay an additional fuel surcharge, and included a copy of "Terms and Conditions, Restoring Courage Tour 2011" which stated: "Voyager Travel reserves the right to bill you for any increase in trip cost due to fees imposed beyond our control, including, but not limited to, airline fuel surcharges and increased security in Israel." This practice was not permitted under Department enforcement policy even before the January 24, 2012, effective date of the regulations prohibiting post-purchase price

package tours did not indicate that numerous significant restrictions applied. The advertised prices were "cash only" prices, based on double occupancy. Mandatory service, booking and insurance fees were not originally included. Voyager Travel also improperly imposed additional charges after full payment was made without prior disclosure or obtaining written permission. The Voyager Travel web site disclosed some information warning a consumer that a subsequent fuel or security surcharge might be imposed, but only if the consumer scrolled past the tour advertisements' main pages to a group of subtitled hyperlinks listed in the fine print area, and clicked the link, "Terms and Conditions." When selected, that hyperlink carried the consumer to another page where Voyager Travel disclosed for the first time that under the applicable Terms and Conditions, fuel surcharges might be added to the trip cost and were subject to increase even after final payment. During 2012 and early 2013, the air tour advertisements on Voyager Travel web sites still included similar violative provisions. For example, the web sites stated: "We include known Fuel Surcharges in our pricing. However, Fuel Surcharges are unpredictable and subject to increases even after final payment." Such practices constitute violations of 14 CFR 399.88 and 399.89.

The air tour package advertisements on Voyager Travel's own and third-party web sites failed to comply with the Department's full-fare advertising rule, 14 CFR 399.84, prior to the January 26, 2012, revision. Subsequently, the advertisements failed to comply with 14 CFR 399.84(a), 399.88, and 399.89. In addition to violating Part 399, such practices constitute an unfair and deceptive practice in violation of 49 U.S.C. § 41712.

### **Statement in Mitigation**

In mitigation and explanation, Voyager Travel and Mr. Mickelsen state that they did not intend to violate the Department's full-fare advertising rules. They further state that the ticket agent held itself to high standards and tried to tailor its business practices to be in compliance with all applicable regulations. Moreover, its policies and practices were designed, the company and Mr. Mickelsen add, to comport with existing rules and regulations to the extent that they were able to inform themselves of them. When a fuel surcharge that the company had not anticipated was imposed by an air carrier with which it was dealing, the ticket agent asserts that it had no choice but to pass it on to the traveler. Voyager Travel and Mr. Mickelsen explain that the company adopted the same approach by adding mandatory insurance premiums after an experience in which hundreds of members of a tour group were held over in airports for several days. The restriction of the air tour prices to cash only, arose, according to the company, in response to competition with other local ticket agents that were demanding a substantial credit card convenience fee to cover their costs. Voyager Travel and Mr. Mickelsen explain that they elected to add the fee even though it had not been disclosed up front, because it was subsequently needed to cover extra costs that were imposed on the firm. Voyager Travel

---

increases; see *Grand Circle Travel Corp.*, Order 2006-7-23 (July 20, 2006); *Trafalgar Tours West*, Order 2007-8-24 (August 24, 2007). In its responses, Voyager Travel reported that 732 people traveled on the tour, of which 697 participants paid the violative fuel surcharge.

and Mr. Mickelsen further state that they undertook the process of altering the web site to reflect the changes that the Department indicated were necessary. Mr. Mickelsen likewise assures the Enforcement Office that should he engage in air transportation in the future, he will ensure that any restrictions or additional costs will be advertised and disclosed to the passenger in full accordance with the Department's then-effective regulations.

### **Findings and Decision**

The Enforcement Office has carefully considered all of the information available to it, including that provided by Voyager Travel, but continues to believe that enforcement action is warranted. In order to avoid litigation, the Enforcement Office and Voyager Travel and Brian Mickelsen, in his personal capacity, have reached a settlement in this matter. While neither admitting nor denying the above allegations, Voyager Travel and Mr. Mickelsen accept the findings and conclusions stated herein and agree to cease and desist from further violations of 14 C.F.R. 399.84(a), 399.88, and 399.89, and 49 U.S.C. § 41712. Mr. Mickelsen also agrees to cease and desist from engaging in air transportation operations as an owner, director, or member of a LLC, ticket agent, air carrier or foreign air carrier, or agent of either, for ten years in order to avoid potential litigation.

Under this order, Voyager Travel LLC and Brian Mickelsen, in his personal capacity, are assessed \$20,000 in compromise of potential penalties otherwise assessable under the provisions of 49 U.S.C. § 46301. Failure to obey the cease and desist or payment provisions may subject Voyager Travel LLC and Brian Mickelsen, in his personal capacity, to additional enforcement action for the failure to comply with this order. The Enforcement Office believes that the assessment of a civil penalty of \$20,000 is appropriate in light of the nature and extent of the violations in question and will provide an effective deterrent to unlawful conduct in the future by Voyager Travel LLC, Mr. Mickelsen, and other sellers of air transportation.

This order is issued under the authority contained in 49 CFR Part I.

### **ACCORDINGLY,**

1. Based on the above discussion, we approve this settlement and the provisions of this order as being in the public interest;
2. We find that prior to January 26, 2012, Voyager Travel LLC, d/b/a LDS Travel and Meridian Trips LLC, and Brian Mickelsen, in his personal capacity, violated 14 CFR 399.84, as described above, by causing to be published advertisements that failed to state the entire price to be paid by the

passenger to the company for certain air tours and by requiring payment of additional fees and charges after the passenger had paid the advertised price;

3. We find that after January 26, 2012, Voyager Travel LLC, formerly d/b/a LDS Travel and Meridian Trips LLC, and Brian Mickelsen, in his personal capacity, violated 14 CFR 399.84(a), 399.88 and 399.89, as described above, by causing to be published advertisements that failed to state the entire price to be paid by the passenger to the company for certain air transportation, and by requiring payment of additional fees and charges after the passenger had paid the advertised price;
4. We find that by engaging in the conduct described in paragraphs 2 and 3, above, Voyager Travel LLC, formerly d/b/a LDS Travel, and Meridian Trips LLC, and Brian Mickelsen, in his personal capacity, engaged in an unfair and deceptive practice in violation of 49 U.S.C. § 41712;
5. We find that Voyager Travel LLC, formerly d/b/a LDS Travel and Meridian Trips LLC, were at all times relevant herein under the leadership, direction and control of Brian Mickelsen with respect to the conduct described in ordering paragraphs 2 and 3, and that he is personally responsible for the violations found in those paragraphs;
6. We order Voyager Travel LLC, formerly d/b/a LDS Travel and Meridian Trips LLC, and Brian Mickelsen, in his personal capacity, and all other entities owned and controlled by, or under common ownership and control with Voyager Travel LLC, d/b/a LDS Travel and Meridian Trips LLC, and Brian Mickelsen, and their successors and assignees, to cease and desist from future violations of 14 CFR 399.84(a), 399.88, and 399.89 and 49 U.S.C. § 41712;
7. We order Brian Mickelsen, in his personal capacity, to cease and desist for a period of 10 years from the date of the issuance of this order from engaging in air transportation as an owner, director, member of an LLC, or a manager, a ticket agent, or air carrier or foreign air carrier;
8. Voyager Travel LLC, formerly d/b/a LDS Travel and Meridian Trips LLC, and Brian Mickelsen, in his personal capacity, are assessed jointly and severally \$20,000 in compromise of civil penalties that might otherwise be assessed for the violations found in ordering paragraphs 2 through 4 of this order. Of this total penalty amount, \$2,750 shall be due and payable within 60 days of the date of issuance of this order. Five additional payments of \$1,450 each shall be due as follows: February 1, 2015, June 1, 2015, October 1, 2015, January 1, 2016, and April 1, 2016. The remaining \$10,000 shall become due and payable immediately if Voyager Travel LLC, formerly d/b/a LDS Travel and Meridian Trips LLC, or Brian Mickelsen, in his personal

capacity, violates this order's cease and desist provision within twenty-one months following the date of issuance of this order, or fails to comply with the order's payment provisions;

9. Failure to pay the compromise assessment as ordered shall subject Voyager Travel LLC, formerly d/b/a LDS Travel and Meridian Trips LLC, and Brian Mickelsen, in his personal capacity, to the assessment of interest, penalty, and collection charges under the Debt Collection Act, and to possible further enforcement action for failure to comply with this order; and
10. We order Voyager Travel LLC, formerly d/b/a LDS Travel and Meridian Trips LLC, and Brian Mickelsen, in his personal capacity, to pay the penalty through Pay.gov to the account of the U.S. Treasury. Payments shall be made in accordance with the instructions contained in the Attachment to this order.

This order will become a final order of the Department 10 days after its service unless a timely petition for review is filed or the Department takes review on its own motion.

BY:

BLANE A. WORKIE  
Acting Assistant General Counsel for  
Aviation Enforcement and Proceedings

An electronic version of this document is available  
at <http://www.regulations.gov>



ELECTRONICALLY FILED  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Oct-27 11:18:36  
04CV-23-2996  
C19WD06 : 5 Pages

# EXHIBIT C



---

## Update Regarding our Upcoming Cruise and Corona concerns

1 message

---

Glenn Beck <noreply@cruisebuilder.com>

Mon, Feb 24, 2020 at 8:34 AM



With Glenn Beck ★ March 23-24 to April 6-7, 2020 ★  CruiseBuilder

### From the Office of Glenn Beck

Hello friends,

If you are receiving this note from me, then you are one of the folks joining me and my family on our Mediterranean Cruise Through History.

With some of the news yesterday about the presence of the virus amongst some people in Italy, I decided I wanted you to have access to all of the same information I am receiving, so that you and your family can be as at peace about our upcoming trip as me and my family are.

My team and I are in continuous contact with the executive team at CruiseBuilder (our travel partner) as well as the leadership at Costa (our cruise ship). The length they are all going to, to ensure a safe, fun-filled trip for all of us, is nothing short of amazing.



In the spirit of full transparency, I've attached below, the most recent update from my friends at CruiseBuilder. I want you to be fully enlightened as to all of the safety precautions and contingency plans that are happening behind the scenes, so you can remain as excited as we are here in the Beck household about our upcoming adventure.

I have the utmost confidence in these folks and after you take a look at the most recent update below, I think you will too.

As new information comes to light, all of us here will continue to make any necessary adjustments to ensure a safe and exciting trip for all of us.

I'll see you on board!

Glenn

-----

**From:** XXXXXXXX@XXXXXXX.com

**Sent:** Sunday, February 23, 2020 6:59 PM

**To:** XXXXXXXX@XXXX.com

**Subject:** Corona Italy Update 03/23/20 6:59 pm MST

Glenn and team,

With regards to the announcement of there being some Italians infected with the

Coronavirus in some villages of Italy, we want to update you with our current status report.

To begin with, we have a team from our Utah office, currently in Italy doing a full evaluation of the situation, including gathering first-hand reports on where the safe zones are, what safety precautions are being implemented and how those safety precautions are actually being carried out. They will remain on the ground in Italy for a few more days to continue to monitor the situation in person.

Additionally, I'm in Miami with the Costa executives making final preparations for our cruise. We are personally making certain significant precautions are being taken to protect our passengers in every way possible. The leadership at Costa has been extraordinarily cooperative and proactive in every way possible. They are meeting and exceeding our requests for safety measures and redundancies.

As you know, we have a zero risk policy. The safety and well-being of our guests is our top priority. We are working with our Costa counterparts to fully map out our contingency plans. We are simply not willing to risk the health of any passenger.

Some of the local leaders in Italy are suggesting the situation is under control and will be a non-issue by the time we approach our departure date, which is still about a month away. That may prove to be true. But we have a full scale contingency plan now being formed and put into place so there is no interruption to this extraordinary trip.

We will of course, continue to keep you fully updated. We remain fully committed to the safety of all who are traveling with us, which includes our own families.

Looking forward to being with you onboard and enjoying some exciting adventures!

Sincerely,

Wes Cobos  
President  
CruiseBuilder

---

*Email us at [support@cruisebuilder.com](mailto:support@cruisebuilder.com) if you have any questions.*

Monday-Friday, 9am-7pm, Saturday, 10am-2pm (MT)

VacationBuilder/CruiseBuilder, 4700 W. Daybreak Parkway, Ste. 150, South Jordan, UT, 801-901-3161

[Manage preferences](#)

ELECTRONICALLY FILED  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Oct-27 11:18:36  
04CV-23-2996  
C19WD06 : 2 Pages

# EXHIBIT D

## Glenn Beck Cruise Being Rescheduled

As you can imagine, we have spent the past couple of weeks working around the clock to keep you updated on the ever-changing situation with the coronavirus as we monitor its effect on the travel industry. **You have been incredibly patient and for that we are grateful.**

In light of the ongoing uncertainties, many of you reached out requesting the cruise be pushed back to a more stable time for travel. We heard you and share your concerns. **We are currently working closely with Costa Cruise Lines to reschedule the trip for some time in the coming months.** Once the new date is confirmed, we will send you an updated itinerary. We hope to have the new charter date to you within the next two weeks, if not sooner.

As you have heard us say numerous times, we are fully committed to the safety of all who are traveling, including our own friends and families. We remain super excited about this amazing cruise and all of the exciting adventures that await us all!

*Here is a video message Glenn asked us to send you:*

[Glenn Beck video update](#)

### Thanks for your patience while waiting for details

As soon as rescheduling information comes from the cruise line, we will email you. We hope to have details to you in less than two weeks.

In the meantime, know that we continue to work on your behalf and this wonderful "Cruise Thru History With Glenn Beck" is still happening in the coming months! It will be worth the wait!

*If you purchased your own flights for this cruise, please work directly with your airline.*

Glenn Beck Jerusalem

*Email us at [support@cruisebuilder.com](mailto:support@cruisebuilder.com) if you have any questions.*

Monday-Friday, 9am-7pm, Saturday, 10am-2pm (MT)

VacationBuilder/CruiseBuilder, 4700 W. Daybreak Parkway, Ste. 150, South Jordan, UT, 801-901-3161

[Manage preferences](#)

ELECTRONICALLY FILED  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Oct-27 11:18:36  
04CV-23-2996  
C19WD06 : 5 Pages

# EXHIBIT E



## Contract Terms & Conditions

Updated 09/30/19

1. The purchase/payment of any travel services offered by Project Neptune, LLC., authorized to do business as CruiseBuilder, (herein after "CruiseBuilder"), constitutes a contractual arrangement between the Passenger ("you") and CruiseBuilder, and represents your acceptance of the CruiseBuilder Terms & Conditions. You must be at least 18 years of age to make a booking. As the lead passenger, you accept, and confirm you have authority and consent to accept, these CruiseBuilder Terms & Conditions for yourself and all members of your traveling party.
2. Terms & Conditions are accurate at time of booking and are subject to change.
3. Payment of the deposit indicates you have read and accepted these Terms & Conditions. Your booking is not confirmed until the deposit is processed by CruiseBuilder.
4. After the initial deposit, an additional payment may be required 30 - 45 days from the date of booking. In addition, some cruise and air packages will require a payment schedule as indicated during the booking process and outlined in your confirmation email. Failure to make scheduled payments can result in additional fees and/or cancellation.
5. Final payment for your vacation is due 100 days prior to departure date unless stated otherwise in your booking confirmation email. Within the final payment date, payment in full is required at time of booking to reserve space. Reservations (land, cruise, and air) are canceled if final payment is not received by the due date.
6. You are responsible for verifying that everything on your reservation documents is accurate and complete, including dates of travel, and options selected. CruiseBuilder cannot accept responsibility if we are not notified of inaccuracies within 5 days of sending out the invoice. Passport Information Verification must be completed via DocuSign. After Passport Information Verification completion, name changes are subject to fees and penalties. Passport information Verification must be completed within 7 days of booking or your reservation may be subject to additional fees and/or cancellation. In the case of billing errors, CruiseBuilder reserves the right to re-invoice you with correct pricing.
7. CruiseBuilder accepts checks, money orders, Visa, MasterCard, Discover/Novus, and American Express. You authorize CruiseBuilder to charge the credit card you provide for payment plans and charges associated with your reservation.
8. Due to our booking process you must cancel your reservation within 24 hours to receive a full refund. You must notify us verbally over the phone, and in writing by emailing customersupport@cruisebuilder.com. Cancellation requests made outside of the 24 hours are not eligible for a refund.
9. Change or travel deviation requests must be requested and confirmed within 30 days of your reservation purchase. In the event that a change request is not confirmed during this period, CruiseBuilder will make travel arrangements to match the original trip package. If the reservation purchase is within 60 days of travel, all requests must be confirmed within 24 hours of the time of purchase. Otherwise, CruiseBuilder will make travel arrangements according to the trip package.
10. Cancellation fees may also apply to any additional services, including extra night accommodations, independently supplied services, and optional excursions reserved prior to, during, and after the tour. If flight changes, including but not limited to flight cancellations or name changes, are requested after cruise and air deposits are received, revision fees, change fees, or airline cancellation fees will apply. In many instances, airline revision or change fees can be up to or exceed \$300, but in some instances may be up to 100% of the ticket price. Cancellation penalties will be quoted at time of cancellation.
11. Optional travel insurance is available to provide coverage for your travel arrangements. A travel insurance plan can help cover your vacation investment, offset expenses from travel mishaps and provide you with emergency travel assistance.
12. Air carriers used by CruiseBuilder for travel are independent operators and are not owned, managed, or operated by CruiseBuilder. Your airline ticket is a contract between you and the air carrier only, even if you purchase through CruiseBuilder. By purchasing your air services through CruiseBuilder, you waive all liability for CruiseBuilder for such air services.
13. Our package prices include Economy Light fares, and whenever an upgrade is available at no additional cost we will try to select that option for our passengers. Seat Selection, Meals, and Luggage expenses are excluded items from our packages and will be the passenger's responsibility. Quotes for flight upgrades are valid for 24 hours and are subject to change, air carrier availability, and completion of the Passport Information Verification form. All flight upgrades will require an additional deposit.

14. CruiseBuilder is not responsible if an airline cancels, reschedules, or delays a flight for any reason. In addition, CruiseBuilder is not responsible for missed connections due to an airline canceling, rescheduling, or delaying a flight. If you purchased airfare through CruiseBuilder, we will try to assist in making new arrangements. Additional costs often apply and, in some cases, may require the purchase of a new ticket your expense.
15. It is your responsibility to check the status of your flight prior to departure. CruiseBuilder is not responsible if an airline cancels, reschedules, or delays a flight for any reason.
16. If you miss your departure flight or connection, it is your responsibility to work with the airline on which you are ticketed to reach your destination. No refunds will be provided by CruiseBuilder for portions of trips missed due to canceled, rescheduled, or delayed flights after airport check-in, nor is CruiseBuilder responsible for any additional expenses you may incur prior to joining your trip if you miss your departure flight or flight connection.
17. For airfare purchased through CruiseBuilder, if any flight schedule requires an overnight stay in a gateway city, CruiseBuilder can assist you with hotel reservations; however, the cost of the overnight stay (including but not limited to hotel and meals) is your expense. Air routings are subject to availability. Routings are not guaranteed and are subject to change at any time.
18. If you make your own flight arrangements, CruiseBuilder, Project Neptune or its affiliates, or its airline booking agent will not be responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates. We recommend that you do not purchase airline tickets with high penalty charges for changes. Trip packages may require an overnight stay at your expense if your international flight is scheduled early in the morning. We recommend giving yourself a minimum of 3 to 4 hour layover before an international flight.
19. No responsibility is accepted by CruiseBuilder for loss of or damage to baggage or any of the passenger's belongings throughout the duration of the vacation. Passengers are strongly encouraged to not bring valuables such as jewelry and large amounts of cash. Any such valuables should not be left in baggage out of the control of the passenger.
20. CruiseBuilder reserves the right to cancel or reschedule any vacation departure for any reason. If a vacation is canceled prior to departure, CruiseBuilder's only responsibility will be to refund the amount received for the reservation. CruiseBuilder will try to rebook the same vacation with a different departure date, or a similar vacation, but there is no guarantee of availability of offering. For air-inclusive vacations, CruiseBuilder will try to confirm flight schedules for the selected new dates, subject to availability. CruiseBuilder cannot assume responsibility for any additional costs or any fees relating to the issuance and/or cancellation of airfare tickets or other travel arrangements not made through CruiseBuilder.
21. Air carriers, accommodations, and other suppliers (including but not limited to trains, cruises, ferries, motorcoaches, hotels, and restaurants) providing services are independent contractors and are not agents, employees, servants, or joint venturers of the CruiseBuilder or its affiliates. All certificates and other travel documents for services issued by the CruiseBuilder are subject to the Terms & Conditions specified by the supplier, which are available upon request, and to the laws of the countries in which the services are supplied.
22. Some government agencies in foreign countries require CruiseBuilder to collect and pass on in advance of travel certain personal and other details related to you, including but not limited to government-issued identification and passport details. If you fail to supply the details, as requested, fully and accurately, your trip may be interrupted or canceled. There are no refunds for failure to provide documentation or failure to provide documentation by the time required.
23. We will use your personal data secured during your booking or during online check-in to process your booking with our suppliers. These details include your full name, address, date of birth, passport number and expiration date, occupation, credit/debit card information, and any disability, medical conditions, or dietary restrictions disclosed to CruiseBuilder for you and all in your traveling party.
24. It may be necessary to transfer these details to other countries or authorities whose data protection and privacy laws may be different than those of the United States. This may include requirements to pass details to our suppliers as well as certain governments or government-appointed bodies or agencies in the interest of security or because we are obliged to by law. By making a booking with CruiseBuilder, you agree to CruiseBuilder storing, using, and passing on this data to other third parties for reasons as stated above, and hold CruiseBuilder not liable for the usage and protection of that data.
25. In the event of water level problems on stretches of any port, technical problems of any nature, severe weather, flooding, fire, drought, earthquake, explosion, peril of navigation, industrial action, civil unrest, war, government order or act, operational requirements, or any circumstances beyond the reasonable control of CruiseBuilder and its partners, affiliates or suppliers, it may be necessary to operate part or all of the itinerary by substitute port, vessel or motorcoach and hotel accommodation. These circumstances and others are frequently undertaken with little or no advance notice to cruise operators, and can cause CruiseBuilder and its partners, affiliates or suppliers to make changes to the published itinerary or to operate part of the itinerary by substitute ship, motorcoach and hotel accommodation with little to no advance notice. These events are beyond our control, and CruiseBuilder will not be responsible for any loss, expense, or inconvenience caused by reasons of such changes.
26. CruiseBuilder reserves the right to withdraw a tour or any part of it to make such alterations in the itinerary or with the tour inclusions as it deems necessary. Itineraries and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond CruiseBuilder's control. Every effort will be made to operate the tours as planned, but alterations may occur after the final itinerary has been issued. It is your responsibility to keep pace with the group. While reasonable accommodations will be made, if you require a taxi or special transportation because you fall behind, you will be responsible for expenses related to rejoining the group.
27. CruiseBuilder assumes no liability for any loss, damage, or entry of any nature in whole or in part resulting from an Act of God or any other force majeure condition, including without limitation: fire, volcanic eruption, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or



disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by CruiseBuilder that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the event that any of these conditions apply, CruiseBuilder shall be excused, discharged, and released from performance to the extent such performance is so limited or prevented, without liability of any kind.

28. Under the Secure Flight Program enacted by the U.S. Department of Homeland Security, the Transportation Security Administration (TSA) requires airlines to collect information from you for the purposes of Watch List matching. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. At the time of booking a vacation with flight reservations, CruiseBuilder will collect the required information and add to your air booking to pass to the airline(s) for the Secure Flight Program. The information includes full name, date of birth, gender, and redress number (if available). Failure to provide the required TSA information at time of booking will result in the loss of confirmed flights and airfare price, as information is required for ticketing. Rebooking lost airfare is subject to schedule availability at time of rebooking and may result in alternate flight schedules and/or increases in airfare price. Any increase in airfare price is payable by you.
29. It is your responsibility to verify all visa and passport requirements necessary for your vacation. You are responsible for obtaining independently and paying for all visas and entry documents, for meeting all health and other requirements, and for any documents required by the laws, regulations, orders, and/or requirements of the countries you will visit. CruiseBuilder cannot accept liability for any passenger refused entry on any transport or into any country due to failure of the passenger to carry correct documentation or adhere to specific entry and exit requirements. All visa information listed on the website, in documents, or in the brochure is for U.S. citizens only. Non-U.S. citizens must consult with appropriate consulates to determine if any visas or other documents are needed.
30. You must have a passport to travel internationally. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip. It is recommended you have a minimum of three blank pages in your passport when traveling. Multiple-entry visas are required for some vacations. The process of obtaining a visa and/or passport can take up to three months or more. Non U.S. Citizens: All information provided below pertains to U.S. passport holders only. Non-U.S. Citizens should check with the appropriate foreign consular representative.
31. **Sea Cruise Passengers:** Passengers on sea cruises should check carefully the requirements for each country to be visited on their sailing itinerary. Passengers without the correct documentation may be denied boarding at time of embarkation. Passengers may contact their sea cruise line directly for information but remain responsible to obtain any necessary visas.
32. Passengers registering for a vacation package accept the responsibility for being in good health and able to walk and travel on the cruise and/or land tours. Because many of the sites visited on shore excursions and land tours are not accessible to the physically challenged, those needing oxygen, wheelchairs, or other ambulatory assistance will find the cruise extremely limiting to their experiences.
33. Passengers traveling with others on different reservations must request a desire to have adjacent travel itineraries at the time of booking, even when booking the same travel package. This relates adjacency with flights, cruise cabins, accommodations, buses, etc. CruiseBuilder will work to accommodate these requests but provides no guarantee on adjacency requests of separate reservations.
34. **Travelers Who Need Special Assistance On Tours and/or Cruises:**  
You must report any disability requiring special attention while on tour or on cruise to CruiseBuilder or its affiliates, at the time the reservation is made. CruiseBuilder or its affiliates, will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor responsible for any denial of services by air carriers, hotels, restaurants, or other independent suppliers. CruiseBuilder or its affiliates, cannot provide individual assistance to a vacation participant for walking, dining, getting on and off motorcoaches, cruise ships and other vehicles, or other personal needs. CruiseBuilder or its affiliates, strongly recommends a qualified and physically able companion must accompany travelers who need such assistance. All travelers with CruiseBuilder or its affiliates, are subject to the participation clause above.

Not all sightseeing stops/sites accommodate wheelchairs and some locations and sightseeing activities require extensive standing, sitting or walking, sometimes on unpaved or cobblestone streets. CruiseBuilder or its affiliates, is not responsible for any missed activities due to a participant's inability to participate with the group. The Americans with Disabilities Act is only applicable within the United States and facilities for disabled individuals are limited outside its borders. Most transportation services, including the touring motorcoaches and cruise ships, are not equipped with wheelchair ramps. Motorized scooters are not typically suitable on international tours. With prior permission and waivers, we will attempt to accommodate motorized scooters on domestic vacations, depending on the suitability of the itinerary.

Although some of the ships have elevators, many of the small ships (e.g., river cruise vessels) do not. Passengers requiring ship elevators should inquire before making reservations. Additionally, most stateroom doors and restrooms are not wide enough to allow access by standard wheelchairs, and bathrooms and other doorways may be fitted with coamings. For safety reasons, passengers in wheelchairs cannot be carried on ramps in ports where the ship is at anchor.

35. CruiseBuilder is not liable for any negligent or willful act or failure to act of any travel service provider or of any affiliate, supplier, partner or other third party. In addition and without limitation, CruiseBuilder is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, illness, disease, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart on time. Also be advised that certain foreign facilities such as air-conditioning systems in public places, hotels and motor coaches may not be up to U.S. standards. If due to weather, flight schedules or other uncontrollable factors you are required to spend additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner's risk. You may see the name CruiseBuilder affixed to motor vehicles, on signs around the hotel

or elsewhere. This use of our name is purely for reasons of identification and does not denote ownership, supervision, or control by CruiseBuilder in any way. The prices of these tours are based on rates in effect (including foreign exchange rates) at the time of printing and are subject to change without notice. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. You specifically agree that CruiseBuilder is not liable for any consequential loss or damage.

36. Should the planned and/or advertised host/educator/headliner/celebrity not be able to travel on the tour/cruise due to sickness, injury, hospitalization, death, etc., CruiseBuilder or its affiliates, reserves the right to select and replace the host/educator/headliner/celebrity and to continue the trip itinerary as planned and is not liable to its clients/passengers for compensation or refund of the trip for this change under any circumstance.

37. The following cruise lines require that all passengers in a cabin are 21 or older or that at least one person in the cabin is 25 or older:

Carnival, Costa and Windstar Cruises.

For Carnival and Windstar, an exception may be made for underage married couples, as long as they are both 18. For Costa, an exception may be made for underage married couples, as long as they are both 21. These couples may be asked to show proof of their marriage. This exception is based on individual cruise line policy and should be confirmed by your agent. Carnival also makes exceptions for qualified U.S. Military personnel who are at least 18 years of age. Proof of military eligibility will be needed when booking, as well as the appropriate verification documents at embarkation. Carnival and Costa guests between the ages of 18 and 21 on a booking may have their own cabin, only if the booking is cross-referenced with the adult relative or guardian's stateroom. Your age on the date of sailing is generally considered your age for the length of the cruise.

38. Pregnant women are allowed to sail only if pregnant for 24 completed weeks or less on the date of cruise disembarkation. All women must provide a physician's letter stating the estimated date of delivery and that the mother and baby are in good health and fit to travel and the pregnancy is not at risk. Infants: Minimum age is 12 months for trans-ocean crossings, World cruises and cruises 15 days or longer; minimum age is 6 months for all other sailings. Costa does not allow infants (children under the age of 2) to be booked in inside categories. Infants must be booked in an Oceanview or higher with a true cabin assignment, not a guarantee. Only these higher categories can accommodate a baby cot. They have a limited number of baby cots onboard, and clients cannot bring on their own play pens or cribs.
39. CruiseBuilder.com is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section. You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Website, any dealings with our customer service agents, any services or products provided, any representations made by us, or our Privacy Policy ("Claims") by contacting CruiseBuilder.com Customer Support. If we are not able to resolve your Claims within 60 days, you agree to attempt mediation, and if unsuccessful, you may seek relief through arbitration or in small claims court, as set forth below. Any and all Claims will be resolved by binding arbitration, rather than in court, except you may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us, travel suppliers, or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms and Conditions, regardless of whether prior versions of the Terms and Conditions required arbitration. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Terms and Conditions as a court would. Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Consumer Rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this section. If your total Claims seek less than \$10,000, we will reimburse you for filing fees you pay to the AAA and will pay arbitrator's fees. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state where you live or at another mutually agreed location. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to "CruiseBuilder.com Legal: Arbitration Claim Manager," at Project Neptune LLC., 98 West Main Street, Lehi, Utah 84043. If we request arbitration against you, we will give you notice at the email address or street address you have provided. The AAA's rules and filing instructions are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. The Federal Arbitration Act and federal arbitration law apply to this agreement. An arbitration decision may be confirmed by any court with competent jurisdiction.

ELECTRONICALLY FILED  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Oct-27 11:18:36  
04CV-23-2996  
C19WD06 : 6 Pages

# EXHIBIT F

# Terms and Conditions

WITH GLENN BECK

[HOME](#)

[ITINERARY](#)

[YOUR HOSTS](#)

[PORTS](#)

[THE SHIP](#)

[PRICING](#)

[FAQ](#)

[ABOUT US](#)

## 6/5/2020

### Contract Terms & Conditions

Updated 06/05/2020

1. The purchase/payment of any travel services offered by Project Neptune, LLC., authorized to do business as CruiseBuilder, (herein after "CruiseBuilder"), constitutes a contractual arrangement between the Passenger ("you") and CruiseBuilder, and represents your acceptance of the CruiseBuilder Terms & Conditions. You must be at least 18 years of age to make a booking. As the lead passenger, you accept, and confirm you have authority and consent to accept, these CruiseBuilder Terms & Conditions for yourself and all members of your traveling party.
2. Terms & Conditions are accurate at time of booking and are subject to change.
3. Payment of the deposit indicates you have read and accepted these Terms & Conditions. Your booking is not confirmed until the deposit is processed by CruiseBuilder.
4. After the initial deposit, an additional payment may be required 30 - 45 days from the date of booking. In addition, some cruise and air packages will require a payment schedule as indicated during the booking process and outlined in your confirmation email. Failure to make scheduled payments can result in additional fees and/or cancellation.
5. Final payment for your vacation is due 100 days prior to departure date unless stated otherwise in your booking confirmation email. Within the final payment date, payment in full is required at time of booking to reserve space. Reservations (land, cruise, and air) are canceled if final payment is not received by the due date.
6. You are responsible for verifying that everything on your reservation documents is accurate and complete, including dates of travel, and options selected. CruiseBuilder cannot accept responsibility if we are not notified of inaccuracies within 5 days of sending out the invoice. Passport Information Verification must be completed via DocuSign. After Passport Information Verification completion, name changes are subject to fees and penalties. Passport information Verification must be completed within 7 days of booking or your reservation may be subject to additional fees and/or cancellation. In the case of billing errors, CruiseBuilder reserves the right to re-invoice you with correct pricing.
7. CruiseBuilder accepts checks, money orders, Visa, MasterCard, Discover/Novus, and American Express. You authorize CruiseBuilder to charge the credit card you provide for payment plans and charges associated with your reservation.

9. Change or travel deviation requests must be requested and confirmed within 30 days of your reservation purchase. In the event that a change request is not confirmed during this period, CruiseBuilder will make travel arrangements to match the original trip package. If the reservation purchase is within 60 days of travel, all requests must be confirmed within 24 hours of the time of purchase. Otherwise, CruiseBuilder will make travel arrangements according to the trip package.

10. Cancellation fees may also apply to any additional services, including extra night accommodations, independently supplied services, and optional excursions reserved prior to, during, and after the tour. If flight changes, including but not limited to flight cancellations or name changes, are requested after cruise and air deposits are received, revision fees, change fees, or airline cancellation fees will apply. In many instances, airline revision or change fees can be up to or exceed \$300, but in some instances may be up to 100% of the ticket price. Cancellation penalties will be quoted at time of cancellation.

11. Optional travel insurance is available to provide coverage for your travel arrangements. A travel insurance plan can help cover your vacation investment, offset expenses from travel mishaps and provide you with emergency travel assistance.

12. Air carriers used by CruiseBuilder for travel are independent operators and are not owned, managed, or operated by CruiseBuilder. Your airline ticket is a contract between you and the air carrier only, even if you purchase through CruiseBuilder. By purchasing your air services through CruiseBuilder, you waive all liability for CruiseBuilder for such air services.

13. Our package prices include Economy Light fares, and whenever an upgrade is available at no additional cost we will try to select that option for our passengers. Seat Selection, Meals, and Luggage expenses are excluded items from our packages and will be the passenger's responsibility. Quotes for flight upgrades are valid for 24 hours and are subject to change, air carrier availability, and completion of the Passport Information Verification form. All flight upgrades will require an additional deposit.

14. CruiseBuilder is not responsible if an airline cancels, reschedules, or delays a flight for any reason. In addition, CruiseBuilder is not responsible for missed connections due to an airline canceling, rescheduling, or delaying a flight. If you purchased airfare through CruiseBuilder, we will try to assist in making new arrangements. Additional costs often apply and, in some cases, may require the purchase of a new ticket your expense.

15. It is your responsibility to check the status of your flight prior to departure. CruiseBuilder is not responsible if an airline cancels, reschedules, or delays a flight for any reason.

16. If you miss your departure flight or connection, it is your responsibility to work with the airline on which you are ticketed to reach your destination. No refunds will be provided by CruiseBuilder for portions of trips missed due to canceled, rescheduled, or delayed flights after airport check-in, nor is CruiseBuilder responsible for any additional expenses you may incur prior to joining your trip if you miss your departure flight or flight connection.

17. For airfare purchased through CruiseBuilder, if any flight schedule requires an overnight stay in a gateway city, CruiseBuilder can assist you with hotel reservations; however, the cost of the overnight stay (including but not limited to hotel and meals) is your expense. Air routings are subject to availability. Routings are not guaranteed and are subject to change at any time.

18. If you make your own flight arrangements, CruiseBuilder, Project Neptune or its affiliates, or its airline booking agent will not be responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates. We recommend that you do not purchase airline tickets with high penalty charges for changes. Trip packages may require an overnight stay at your expense if your international flight is scheduled early in the morning. We recommend giving yourself a minimum of 3 to 4 hour layover before an international flight. 19. No responsibility is accepted by CruiseBuilder for loss of or damage to baggage or any of the passenger's belongings throughout the duration of the vacation. Passengers are strongly encouraged to not bring valuables such as jewelry and large amounts of cash. Any such valuables should not be left in baggage out of the control of the passenger.

20. CruiseBuilder reserves the right to cancel or reschedule any vacation departure for any reason. If a vacation is canceled by CruiseBuilder prior to departure, CruiseBuilder's only responsibility will be to refund any unused funds from the reservation payments and any amounts refunded back from other travel vendors used in connection with the vacation package less the initial deposit. CruiseBuilder will try to rebook the same vacation with a different departure date, or a similar vacation, but there is no guarantee of availability of offering. For air-inclusive vacations, CruiseBuilder will try to confirm flight schedules for the selected new dates, subject to availability. CruiseBuilder cannot assume responsibility for any additional costs or any fees relating to the issuance and/or cancellation of airfare tickets or other travel arrangements not made through CruiseBuilder. Any additional cost related to the rescheduling of a vacation will be at your expense, including but not limited to hotels, airfare, transportation services, etc.

21. Air carriers, accommodations, and other suppliers (including but not limited to trains, cruises, ferries, motorcoaches, hotels, and restaurants) providing services are independent contractors and are not agents, employees, servants, or joint venturers of the CruiseBuilder or its affiliates. All certificates and other travel documents for services issued by the CruiseBuilder are subject to the Terms & Conditions specified by the supplier, which are available upon request, and to the laws of the countries in which the services are supplied.

22. Some government agencies in foreign countries require CruiseBuilder to collect and pass on in advance of travel certain personal and other details related to you, including but not limited to government-issued identification and passport details. If you fail to supply the details, as requested, fully and accurately, your trip may be interrupted or canceled. There are no refunds for failure to provide documentation or failure to provide documentation by the time required.

23. We will use your personal data secured during your booking or during online check-in to process your booking with our suppliers. These details include your full name, address, date of birth, passport number and expiration date, occupation, credit/debit card information, and any disability, medical conditions, or dietary restrictions disclosed to CruiseBuilder for you and all in your traveling party.

24. It may be necessary to transfer these details to other countries or authorities whose data protection and privacy laws may be different than those of the United States. This may include requirements to pass details to our suppliers as well as certain governments or government-appointed bodies or agencies in the interest of security or because we are obliged to by law. By making a booking with CruiseBuilder, you agree to CruiseBuilder storing, using, and passing on this data to other third parties for reasons as stated above, and hold CruiseBuilder not liable for the usage and protection of that data.

25. In the event of water level problems on stretches of any port, technical problems of any nature, severe weather, flooding, fire, drought, earthquake, explosion, peril of navigation, industrial action, civil unrest, war, government order or act, operational requirements, or any circumstances beyond the reasonable control of CruiseBuilder and its partners, affiliates or suppliers, it may be necessary to operate part or all of the itinerary by substitute port, vessel or motorcoach and hotel accommodation. These circumstances and others are frequently undertaken with little or no advance notice to cruise operators, and can cause CruiseBuilder and its partners, affiliates or suppliers to make changes to the published itinerary or to operate part of the itinerary by substitute ship, motorcoach and hotel accommodation with little to no advance notice. These events are beyond our control, and CruiseBuilder will not be responsible for any loss, expense, or inconvenience caused by reasons of such changes.

26. CruiseBuilder reserves the right to withdraw a tour or any part of it to make such alterations in the itinerary or with the tour inclusions as it deems necessary. Itineraries and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond CruiseBuilder's control. Every effort will be made to operate the tours as planned, but alterations may occur after the final itinerary has been issued. It is your responsibility to keep pace with

27. CruiseBuilder assumes no liability for any loss, damage, or entry of any nature in whole or in part resulting from an Act of God or any other force majeure condition, including without limitation: fire, volcanic eruption, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by CruiseBuilder that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the event that any of these conditions apply, CruiseBuilder shall be excused, discharged, and released from performance to the extent such performance is so limited or prevented, without liability of any kind.

28. Under the Secure Flight Program enacted by the U.S. Department of Homeland Security, the Transportation Security Administration (TSA) requires airlines to collect information from you for the purposes of Watch List matching. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. At the time of booking a vacation with flight reservations, CruiseBuilder will collect the required information and add to your air booking to pass to the airline(s) for the Secure Flight Program. The information includes full name, date of birth, gender, and redress number (if available). Failure to provide the required TSA information at time of booking will result in the loss of confirmed flights and airfare price, as information is required for ticketing. Rebooking lost airfare is subject to schedule availability at time of rebooking and may result in alternate flight schedules and/or increases in airfare price. Any increase in airfare price is payable by you.

29. It is your responsibility to verify all visa and passport requirements necessary for your vacation. You are responsible for obtaining independently and paying for all visas and entry documents, for meeting all health and other requirements, and for any documents required by the laws, regulations, orders, and/or requirements of the countries you will visit. CruiseBuilder cannot accept liability for any passenger refused entry on any transport or into any country due to failure of the passenger to carry correct documentation or adhere to specific entry and exit requirements. All visa information listed on the website, in documents, or in the brochure is for U.S. citizens only. Non-U.S. citizens must consult with appropriate consulates to determine if any visas or other documents are needed.

30. You must have a passport to travel internationally. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip. It is recommended you have a minimum of three blank pages in your passport when traveling. Multiple-entry visas are required for some vacations. The process of obtaining a visa and/or passport can take up to three months or more. Non U.S. Citizens: All information provided below pertains to U.S. passport holders only. Non-U.S. Citizens should check with the appropriate foreign consular representative.

31. Sea Cruise Passengers: Passengers on sea cruises should check carefully the requirements for each country to be visited on their sailing itinerary. Passengers without the correct documentation may be denied boarding at time of embarkation. Passengers may contact their sea cruise line directly for information but remain responsible to obtain any necessary visas.

32. Passengers registering for a vacation package accept the responsibility for being in good health and able to walk and travel on the cruise and/or land tours. Because many of the sites visited on shore excursions and land tours are not accessible to the physically challenged, those needing oxygen, wheelchairs, or other ambulatory assistance will find the cruise extremely limiting to their experiences.

33. Passengers traveling with others on different reservations must request a desire to have adjacent travel itineraries at the time of booking, even when booking the same travel package. This relates adjacency with flights, cruise cabins, accommodations, buses, etc. CruiseBuilder will work to accommodate these requests but provides no guarantee on adjacency requests of separate reservations.

34. Travelers Who Need Special Assistance On Tours and/or Cruises: You must report any disability requiring special attention while on tour or on cruise to CruiseBuilder or its affiliates, at the time the reservation is made. CruiseBuilder or its affiliates, will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor responsible for any denial of services by air carriers, hotels, restaurants, or other independent suppliers. CruiseBuilder or its affiliates, cannot provide individual assistance to a vacation participant for walking, dining, getting on and off motorcoaches, cruise ships and other vehicles, or other personal needs. CruiseBuilder or its affiliates, strongly recommends a qualified and physically able companion must accompany travelers who need such assistance. All travelers with CruiseBuilder or its affiliates, are subject to the participation clause above.

Not all sightseeing stops/sites accommodate wheelchairs and some locations and sightseeing activities require extensive standing, sitting or walking, sometimes on unpaved or cobblestone streets. CruiseBuilder or its affiliates, is not responsible for any missed activities due to a participant's inability to participate with the group. The Americans with Disabilities Act is only applicable within the United States and facilities for disabled individuals are limited outside its borders. Most transportation services, including the touring motorcoaches and cruise ships, are not equipped with wheelchair ramps. Motorized scooters are not typically suitable on international tours. With prior permission and waivers, we will attempt to accommodate motorized scooters on domestic vacations, depending on the suitability of the itinerary.

Although some of the ships have elevators, many of the small ships (e.g., river cruise vessels) do not. Passengers requiring ship elevators should inquire before making reservations. Additionally, most stateroom doors and restrooms are not wide enough to allow access by standard wheelchairs, and bathrooms and other doorways may be fitted with coamings. For safety reasons, passengers in wheelchairs cannot be carried on ramps in ports where the ship is at anchor.

35. CruiseBuilder is not liable for any negligent or willful act or failure to act of any travel service provider or of any affiliate, supplier, partner or other third party. In addition and without limitation, CruiseBuilder is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, illness, disease, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart on time. Also be advised that certain foreign facilities

such as air-conditioning systems in public places, hotels and motor coaches may not be up to U.S. standards. If due to weather, flight schedules or other uncontrollable factors you are required to spend additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner's risk. You may see the name CruiseBuilder affixed to motor vehicles, on signs around the hotel or elsewhere. This use of our name is purely for reasons of identification and does not denote ownership, supervision, or control by CruiseBuilder in any way. The prices of these tours are based on rates in effect (including foreign exchange rates) at the time of printing and are subject to change without notice. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. You specifically agree that CruiseBuilder is not liable for any consequential loss or damage.

36. Should the planned and/or advertised host/educator/headliner/celebrity not be able to travel on the tour/cruise due to sickness, injury, hospitalization, death, etc., CruiseBuilder or its affiliates, reserves the right to select and replace the host/educator/headliner/celebrity and to continue the trip itinerary as planned and is not liable to its clients/passengers for compensation or refund of the trip for this change under any circumstance.

37. The following cruise lines require that all passengers in a cabin are 21 or older or that at least one person in the cabin is 25 or older:

For Carnival and Windstar, an exception may be made for underage married couples, as long as they are both 18. For Costa, an exception may be made for underage married couples, as long as they are both 21. These couples may be asked to show proof of their marriage. This exception is based on individual cruise line policy and should be confirmed by your agent. Carnival also makes exceptions for qualified U.S. Military personnel who are at least 18 years of age. Proof of military eligibility will be needed when booking, as well as the appropriate verification documents at embarkation. Carnival and Costa guests between the ages of 18 and 21 on a booking may have their own cabin, only if the booking is cross-referenced with the adult relative or guardian's stateroom. Your age on the date of sailing is generally considered your age for the length of the cruise.

38. Pregnant women are allowed to sail only if pregnant for 24 completed weeks or less on the date of cruise disembarkation. All women must provide a physician's letter stating the estimated date of delivery and that the mother and baby are in good health and fit to travel and the pregnancy is not at risk. Infants: Minimum age is 12 months for trans-ocean crossings, World cruises and cruises 15 days or longer; minimum age is 6 months for all other sailings. Costa does not allow infants (children under the age of 2) to be booked in inside categories. Infants must be booked in an Oceanview or higher with a true cabin assignment, not a guarantee. Only these higher categories can accommodate a baby cot. They have a limited number of baby cots onboard, and clients cannot bring on their own play pens or cribs.

39. CruiseBuilder.com is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section. You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Website, any dealings with our customer service agents, any services or products provided, any representations made by us, or our Privacy Policy ("Claims") by contacting CruiseBuilder.com Customer Support. If we are not able to resolve your Claims within 60 days, you agree to attempt mediation, and if unsuccessful, you may seek relief through arbitration or in small claims court, as set forth below. All claims and legal matters must be filed in Salt Lake County or Utah County in the state of Utah. Any and all Claims will be resolved by binding arbitration, rather than in court, except you may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us, travel suppliers, or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms and Conditions, regardless of whether prior versions of the Terms and Conditions required arbitration. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Terms and Conditions as a court would. Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Consumer Rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this section. If your total Claims seek less than \$10,000, we will reimburse you for filing fees you pay to the AAA and will pay arbitrator's fees. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state of Utah or at another mutually agreed location. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to "CruiseBuilder.com Legal: Arbitration Claim Manager," at Project Neptune LLC., 4700 W Daybreak Parkway #150, South Jordan Utah 84009. If we request arbitration against you, we will give you notice at the email address or street address you have provided. The AAA's rules and filing instructions are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. The Federal Arbitration Act and federal arbitration law apply to this agreement. An arbitration decision may be confirmed by any court with competent jurisdiction.

**Or**

**Call: 800-328-5967**


©2019 CruiseBuilder. All rights reserved.

[Terms and Conditions](#) | [Contact Us](#) | [800-328-5967](#)



ELECTRONICALLY FILED  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Oct-27 11:18:36  
04CV-23-2996  
C19WD06 : 4 Pages

# EXHIBIT G

**From:** Chip Garritty [REDACTED]   
**Subject:** Fwd: refund request  
**Date:** March 9, 2023 at 9:01 AM  
**To:** [REDACTED]



Sent from my iPhone

Begin forwarded message:

**From:** [REDACTED]  
**Date:** March 4, 2023 at 9:21:10 PM CST  
**To:** [REDACTED]  
**Subject:** Fwd: refund request

Begin forwarded message:

**From:** Joey Gorrell <customersupport@vacationbuilder.com>  
**Subject:** Re: refund request  
**Date:** Jan 24, 2022 at 10:32 AM  
**To:** [REDACTED]  
**Reply-to:** [customersupport@cruisebuilder.com](mailto:customersupport@cruisebuilder.com)

Hi Adrian,

We are unable to give you a refund. At the time that the trip was originally set to go we had already paid all the vendors including the cruise line, hotels, transfers, bus companies, tour companies, etc. We did not get refunded from most of those vendors. They did move it to the different dates. When the last one was unable to go they offered credits and not a refund. We are only able to provide the refund options that were sent out previously.

We understand that this is a difficult time but this would be all that we can offer. Please let us know if you have any questions in regards to the credits.

Thank you,

Joey Gorrell  
Customer Support Manager  
801.901.3161 Ext. 0004  
4700 W Daybreak Pkwy Ste 150  
South Jordan, UT 84009



# VacationBuilder

*Confidentiality Notice: The information contained in this email and any attachments to it may be legally privileged and include confidential information intended only for the recipient(s) identified above. If you are not one of those intended recipients, you are hereby notified that any dissemination, distribution or copying of this email or its attachments is strictly prohibited. If you have received this email in error, please notify the sender of that fact by return email and permanently delete the email and any attachments to it immediately. Please do not retain, copy or use this email or its attachments for any purpose, nor disclose all or any part of its contents to any other person.*

On January 23, 2022, 7:25 PM MST [REDACTED] wrote:

Dear Cruisebuilder,

As were many I'm sure, we were very disappointed that the cruise had to be canceled. These are uncertain times and uncharted waters and no one could have predicted how things would proceed.

I am in receipt of the options that your company is offering to the Cruise Through History with Glenn Beck guests. In the past, if a guest canceled it would be perfectly reasonable to offer a "credit" for a future cruise. However, no one was aware of the events that would alter the world these last 2+ years. As times have changed, so must our business practices. Everyone is struggling – businesses, families countries. This cruise was paid in full to you on 11/25/2019 in the amount of \$25616.00. I requested a refund as myself and family no longer have the ability to afford such a vacation at this time.

I am requesting again that we come to a final agreement with each other to refund these monies (requesting cruise and land arrangements in full). If we cannot, I will be seeking legal counsel in order to acquire my money back for a trip that cannot be completed by myself and family. I would like a response to this matter within 10 days of receipt. I have understood your plea up to this point, however to keep AMOUNT of someone's hard earned money is out of the question.

Also, let it not be forgotten that we were going a cruise to explore Jesus' path through Jerusalem. This was a Christian cruise with Christian values at its very core. No one associated with this cruise had any intentions on backing out because it was something we all believe in and looked forward to. Do not let this change in times and the world alter your view of how you should do business.

The right thing to do is refund the money.

Respectfully,  
Adrian Thomas Garritty

*Confidentiality Notice: The information contained in this email and any attachments to it may be legally privileged and include confidential information intended only for the recipient(s) identified above. If you are not one of those intended recipients, you are hereby notified that any dissemination, distribution or copying of this email or its attachments is strictly prohibited. If you have received this email in error, please notify the sender of that fact by return email and permanently delete the email and any attachments to it immediately. Please do not retain, copy or use this email or its attachments for any purpose, nor disclose all or any part of its contents to any other person.*



ELECTRONICALLY FILED  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Oct-27 11:18:36  
04CV-23-2996  
C19WD06 : 2 Pages

# EXHIBIT H



**Glenn Beck Cruise reservation #4858**

1 message



Sat, Mar 27, 2021 at 12:08 PM

To: Joey Gorrell <customersupport@cruisebuilder.com>

**Lufthansa Refund Reservation #4858**



Inbox



gmail.com>

11:25 AM (32 minutes ago)

to customersupport



--1st E-Ticket number: 2207451785017: 2nd E-Ticket number: 1903--Confirmation number: ULHDTF



--1st E-Ticket number: 2207451785019: 2nd E-Ticket number: 1903---Confirmation number: ULHDTF

We have been informed by Lufthansa Airlines that these tickets were refunded March 11, 2020. The refund went back to the original card provided when they were booked. That was a Mastercard. You keep telling us that none of the vendors have returned our money to you, but our ticketed money was refunded to you and you have never notified us of this transaction.

The dates in May and October 2021 will not work for us due to my medical condition We want our \$1455.03 USD refunded to us NOW! This getting ridiculous and is very unethical! We are not going to sign our cruise package over to Cruise Builders to TRY and sell for as no one we know that has done that has had any money returned to them.

The Cruise we signed up for in May 2019 is not the same cruise you are offering in October 2021. Some of the speakers it looks like will not be able to sail in October. We are very disappointed in the way things have been handled and the way Cruise Builders has responded or not responded at all.



ELECTRONICALLY FILED  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Oct-27 11:18:36  
04CV-23-2996  
C19WD06 : 2 Pages

# EXHIBIT I

Ringer



# Project Neptune LLC

**Entity:** Limited Liability Company (LLC)

**Industry:** Travel Agencies

**Location:** South Jordan, UT

[Tweet This](#) • [Search All PPP Data](#)

☆ UT ☆

Project Neptune LLC is a limited liability company (LLC) located at 4700 W Daybreak Pkwy Ste 150 in South Jordan, Utah that received a Coronavirus-related PPP loan from the SBA of **\$435,500.00** in February, 2021.

## Court Record: 4 Sources Found

Updated: 2023.

[ReviewPublicRecords](#)

Open

### PPP Loan Information

Loan #1516908507

|                   |                       |                       |                                 |                         |
|-------------------|-----------------------|-----------------------|---------------------------------|-------------------------|
| <b>Loan Size:</b> | <b>Jobs Retained:</b> | <b>Loan Approved:</b> | <b>Loan Status:</b>             | <b>Lender:</b>          |
| <b>\$435,500</b>  | 40                    | 2021-02-19            | <b>Paid in Full or Forgiven</b> | Celtic Bank Corporation |

**Project Neptune LLC** in South Jordan, UT received a Paycheck Protection Loan of \$435,500 through Celtic Bank Corporation, which was approved in February, 2021.

This loan's status is reported by the SBA as "Paid in Full", which includes both loans repaid and those fully forgiven from repayment under PPP guidelines. The loan's status was last updated by the SBA in August, 2022.

## Court Record: 4 Sources Found

Updated: 2023.

[ReviewPublicRecords](#)

Open >

#### Payscale

- LEO Pay Scale
- LEO Agencies
- LEO Pay Calculator

#### Senior Executive Service

- SES Pay Scale
- SES Pay Calculator

#### Military Payscale

- Military Basic Pay
- Military BAH, BAS

#### Military Raise History

#### Military Pay Calculator

#### Miscellaneous

- Federal Employee Lookup
- Government Job Search
- Articles and News
- Per Diem Rates
- Federal Holidays
- Federal Departments

406  [Follow](#) [Share](#)

#### Data Source:

U.S. Office of Personnel Management | OPM.GOV





ELECTRONICALLY FILED  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Oct-27 11:18:36  
04CV-23-2996  
C19WD06 : 4 Pages

# EXHIBIT J

**From:** Chip Garritty [REDACTED]  
**Subject:** Fwd: Trip cancelation  
**Date:** March 9, 2023 at 9:26 AM  
**To:** [REDACTED]



Sent from my iPhone

Begin forwarded message:

**From:** Chip Garritty [REDACTED]  
**Date:** March 4, 2023 at 10:41:57 PM CST  
**To:** [REDACTED]  
**Subject:** Fwd: Trip cancelation

Final trip cancellation

Begin forwarded message:

**From:** CruiseBuilder <support@cruisebuilder.com>  
**Subject:** Trip cancelation  
**Date:** Feb 23, 2023 at 2:50 PM  
**To:** [REDACTED]

2019-07-17

Dear Adrian,

In recent months, CruiseBuilder has faced significant financial pressure due to inflation and related increased costs for travel services. These inflationary market conditions, which are in addition to lingering impacts of COVID-related restrictions, have made it impossible for CruiseBuilder to go forward with your scheduled cruise. Unfortunately given these circumstances, CruiseBuilder has no choice but to cancel your trip.

CruiseBuilder is currently evaluating options if it could offer travel opportunities. If we are able to offer travel opportunities in the future, we will notify you of how you may be able to use your credits on any future travel packages.

We are very sorry that market conditions have forced us to cancel your trip and apologize for any inconvenience this may cause. We sincerely hope to find a way that you can use your travel credits in the future and will notify you as soon as any may be available. In the meantime, if you have any questions, please email us at [support@cruisebuilder.com](mailto:support@cruisebuilder.com).

Sincerely,

CruiseBuilder

CruiseBuilder is part of the VacationBuilder family.

Monday-Friday, 9am-5:30pm (MT)

[support@cruisebuilder.com](mailto:support@cruisebuilder.com)

VacationBuilder, 3731 W. 10400 South Ste. 102-417, South Jordan, UT, 801-901-3161

[Manage preferences](#)



ELECTRONICALLY FILED  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Oct-27 11:18:36  
04CV-23-2996  
C19WD06 : 18 Pages

# EXHIBIT K

**POLITICS • CORONAVIRUS**

# People Spent Thousands To Go On A Cruise With Glenn Beck. Now They Can't Get Their Money Back.

Customers and conservative media fans have spent months in limbo after a planned "Cruise Thru History" was scuttled by the coronavirus.

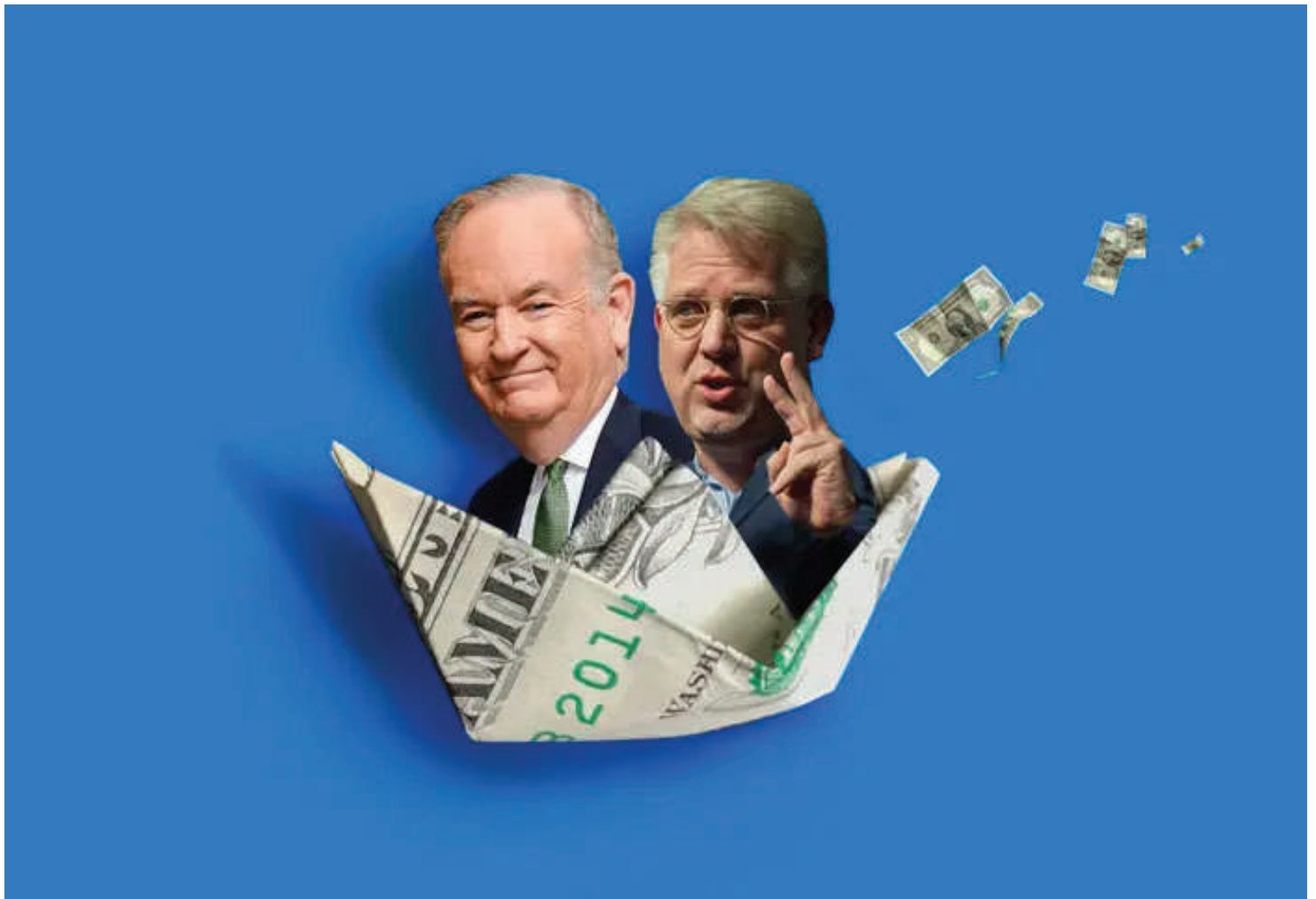


**Rosie Gray**  
BuzzFeed News Reporter

Updated on June 27, 2020 at 8:56 pm  
Posted on June 26, 2020 at 12:48 pm



**View 22 comments**



*Zachary Ares / BuzzFeed News; Getty Images*

Last June, Jeff and Jennifer Welliver heard about a cruise around the Mediterranean to be hosted by conservative radio host Glenn Beck and featuring other right-wing luminaries like Bill O'Reilly. Jeff, 68, a retired pharmacist, and Jennifer, 66, had never been on a cruise before. But they're conservatives, and "this was Glenn Beck– and Bill O'Reilly–sponsored. And we thought it would be nice to be around like-minded people and not have to worry about political conversation or any innuendos."

"This was going to be our big fling," Jeff said. "And then it turned out to be a nightmare."

The Wellivers are among the roughly 2,000 people who registered for Beck's "Cruise

Thru History” that was scheduled to take place this spring. The cruise was to stop in Italy, Croatia, Israel, and Greece, with tours along the way. “What better way could there be to let your family embrace the faith, culture and values that you cherish than to let them experience it for themselves in the places where it actually happened: Jerusalem, Athens or Venice?” reads the website for the cruise. Guests were to disembark from Venice on March 25, and the cruise would return on April 5. The ship, Costa Cruise Lines’ *Costa Luminosa*, had space for 2,260 guests and “every creature comfort imaginable.” The most basic cabins started at \$5,395 with airfare and going up to \$9,395 for a “Grand Suite.” Guests could pay an extra \$4,999 per person for the “Inner Circle” package with access to a cocktail hour with Beck and other hosts, exclusive onstage access to a show with Beck and O’Reilly, and “2 nights dining with Glenn Beck.”

ADVERTISEMENT

But the cruise is now indefinitely postponed because of the coronavirus, and people who booked it say they’ve been unable to get their money back even while other cruise customers around the world have been refunded for virus-impeded trips. Multiple passengers told BuzzFeed News they have begged CruiseBuilder, the Utah-



based travel agency that handled the bookings, to give them information as far back as February, when the coronavirus outbreak in Italy was becoming severe and as cruise ships were in the news as major vectors of the virus. But they've struggled to get a clear answer on what was to become of the cruise. They've since been left in limbo as the company insists the cruise is not canceled, only postponed to sometime in late fall or next spring — and thus refunds aren't available. A Facebook Group set up by the company to discuss the cruise has become a hotbed of discontent as angry customers have demanded answers. And through it all, Beck has remained almost totally silent about the cruise apart from a short video message in March — until BuzzFeed News reached out to his spokesperson this week.

“My position is that anyone who wants a refund in these uncertain times should receive one, and I've strongly encouraged the cruise line, airlines, and the hotels to accommodate,” Beck said in an emailed statement on Thursday. “I look forward to going on this Cruise Through History when the circumstances surrounding this global pandemic allow us to do so.”

The Wellivers, who are from Montoursville, Pennsylvania, spent over \$10,000 on their cruise; after weeks of haggling with anyone he could think of, including complaining to the Utah and Pennsylvania attorneys general, the Better Business Bureau, and CruiseBuilder, Jeff finally got the couple's credit card company to give them a temporary credit for the bulk of the expenses, though he said they are awaiting a final ruling. Others are in an even worse position; some couples spent \$20,000 or more on the postponed trip.

Beth Wolak and her husband, Stephen, 67 and 70, from Willow Spring, North Carolina, had fully paid for their cruise by Nov. 30 last year. But when news of the coronavirus made them nervous about what was going to happen with the trip, Beth began emailing the travel agency.



## Trending Articles

READ MORE

---

---

“We are booked on the Glenn Beck Cruise but are concerned about our safety from the Corona virus,” the Wolaks wrote to CruiseBuilder customer support on Feb. 20. “What have you been instructed to tell customers? What is the time limit to cancel and get full refund if we decide to go that way? Please be honest.”



Glenn Beck speaking at the Conservative Political Action Conference in National Harbor, Maryland, March 1, 2019.

*Mark Wilson / Getty Images*

A customer support representative replied, saying the company was “taking precautions” and that the trip was moving forward. “I understand your concern, and we are doing everything we can, your trip is important to us. In saying that, you are welcome to cancel but there would be no refund at this time.”

Finally in March, the travel agency announced the trip would be rescheduled. But this wasn’t going to work for the Wolaks; Beth needed back surgery, which she had in April and is still recovering from. On April 27, the Wolaks emailed CruiseBuilder again, asking for a refund. “That money was very hard to save but we were willing to spend on [the] trip of a lifetime but now we need it for medical issues.”

CruiseBuilder again declined to issue a refund, saying that the money had already been spent on vendors for the cruise. “As of now, we are unable to issue any refunds simply because we have already used the money you paid to pay for everything in your cruise package,” the customer support representative wrote.

The Wolaks have now hired a lawyer, who sent a letter to CruiseBuilder demanding their refund within 14 days on June 16.

Despite CruiseBuilder's insistence that the cruise has only been postponed, not canceled, the cruise line itself referred to the situation as a cancellation in an automated email to the Wellivers on March 11. “We write to inform you that due to the cancellation of your cruise, all related optional bookings made on MyCosta have also been canceled,” Costa Cruise Lines wrote.

ADVERTISEMENT

In a comment responding to a customer seeking answers on the cruise Facebook Group last week, CruiseBuilder wrote that the company had not received its money back from the cruise line and that it was looking at two potential new dates for the

cruise, one in the last quarter of this year and one next spring.

In a statement Saturday evening, Cruisebuilder said the company is "evaluating ongoing transportation restrictions and pending port openings with the goal of setting a new departure date within the next two weeks."

The company said because the cruise was postponed and not canceled, guests booked on the cruise have not received refunds. "Refund options will be clarified once a date is set," according to the statement.

Scott Knutson, vice president of sales and marketing for Costa Cruises North America, said, "Obviously, the COVID-19 pandemic created new and unprecedented challenges that have continued to complicate our efforts to fix an alternative departure date. Cruisebuilder and Costa are working with the relevant authorities and ports to set a replacement date, and we anticipate making an announcement in the coming weeks relative to providing an identical package to the one guests originally purchased."

Beck's only public comments on the subject before this week came in a YouTube video shot selfie-style and uploaded on March 6. He sounded apologetic to the cruisers while telling them the trip was being postponed. "I really want to go see the Holy Land and have these experiences and have them with you when we're all relaxed and not freaking out about the coronavirus," he said. Beck has encouraged older Americans to go back to work on his radio show, saying in May, "I would rather have my children stay home and have all of us who are over 50 go in and keep this economy going and working. Even if we all get sick, I'd rather die than kill the country. Because it's not the economy that's dying, it's the country."

Beck in the March video thanked CruiseBuilder, which "have been remarkable partners for us" and promised that the cruise organizers would "get back to you next week with all of the details on when this is happening."

ADVERTISEMENT

O'Reilly did not reply to a request for comment about the trip.

CruiseBuilder is based in South Jordan, Utah, and was launched in 2017. According to a source familiar with the situation who spoke on the condition of anonymity, CruiseBuilder approached Beck to do the cruise. The source also said Beck hadn't yet received any compensation for the cruise.

In a phone call with BuzzFeed News, two CruiseBuilder executives, President Wes Cobos and Jason Burgess, vice president for marketing, confirmed they had been the ones to retain Beck and the other talent for the trip, and the company was now looking at a spring 2021 date.

“Overwhelmingly, the large majority of our guests are super excited about this trip,” Burgess said. But, he added, “we totally understand that there are some who simply won't be able to make the new dates work” and that “options” would be provided to people in that category when the new dates are finalized. He said the “options” would include a refund. The pair said the future cruise would feature the same itinerary as

the original one.

Cobos and Burgess said the cruise had involved dealing with dozens of different vendors in various countries, and “very few of them have offered refunds.” Cobos said some of the vendors had offered travel credits, but because the postponement had taken place within 20 days of the scheduled departure date, they weren’t “contractually obligated to do anything.” He blamed “multiple factors that are beyond our control” for the continuing uncertainty around the dates, adding, “patience is one thing we’ve asked of our customers.”

When asked about Beck’s statement that refunds should be offered to anyone who wants one, Cobos said, “We’re an advocate for our customer. That’s why we’ll have options for them that they’ll be able to be reimbursed if they’re unable to make those new dates, and we’ll continue to do that.”

Asked if they felt certain that the rescheduled cruise would take place, Burgess said, “We’re excited and looking ahead to 2021, and like the majority of our customers, they’re excited, too. We’re aware of those who are excited to go, and we’re aware of those who have questions and are trying to address those and help those individually.”

ADVERTISEMENT

The comments piling up on CruiseBuilder's Yelp page, the "Come Sail Away" page on Facebook built for the Beck cruise, the Facebook Group it's hosting for cruisers, and complaints to the Better Business Bureau indicate a different customer experience.

"Why do you refuse to issue a refund," wrote one angry customer, Chris D. Connell, on the "Come Sail Away" Facebook page.

"These people are criminals and are not to be trusted," wrote "Jon M." in a review on CruiseBuilder's Better Business Bureau page in February.

It's unclear how many people are demanding their money back, and there are indications that some interest in the trip continues; apart from the "Glenn Beck Cruise Thru History: Book Club" Facebook Group, which now features weekly complaints from disgruntled passengers, a separate group has sprung up "for only those who are going on Glenn's Cruise. If you have decided you can not go forward and commit to the new dates, please no angry/disrespectful commentary will be allowed. Comments will be deleted and you will be blocked from the page. We want to keep the excitement of the cruise to continue."

Even people who bought travel insurance have found that their policies don't cover this situation, since CruiseBuilder is continuing to say that the trip is not canceled, merely postponed.

Bess Foster and Jon Mabry, 52 and 49, who live just outside the Grand Canyon in Arizona, bought travel insurance through American Express after the news about the coronavirus in February raised doubts about the trip.



Like everyone else, the couple spent weeks in suspense about the status of the trip before learning it was being “rescheduled.”

“It seems like they were very careful to never use the word 'canceled,’” Foster said. Foster compiled all the information they would need to file a claim through their travel insurance, but the claim was denied because the trip has not been officially canceled. Foster and Mabry spent \$22,000 on their trip.

Nancy Lee Clark, a travel insurance agent who has two customers in this situation, said it was highly unusual that cruise companies would refuse to issue refunds in the current environment.

“It's extremely unusual right now,” Clark said. “These are older Americans who are just being told, ‘you're basically out of luck until we feel like doing this.’”

Kelly Stevenson, 39, an author of teen romance novels who lives in the Dallas area with her husband, said that going through CruiseBuilder had been the only way to book the trip. That fact has ended up preventing the couple from getting back the \$13,000 they spent booking the trip; Stevenson spoke with Costa Cruise Lines and was told that although they had issued refunds to people on other cruises, they could not do so for people on Beck’s cruise because they had booked through CruiseBuilder.

ADVERTISEMENT

Stevenson said her and her husband’s experience with CruiseBuilder has been “awful.” She said they have had to badger the company almost daily with phone calls and emails, only to be either ignored or told they won’t be getting a refund — or in one case, she said, mocked for expressing reservations about going to Italy.

“The way we’ve been treated by this company, and the silence from Glenn Beck, has been beyond disappointing,” Stevenson wrote. “When all the cruise lines (and airlines) are offering refunds and Glenn Beck is silent on the matter... it’s downright disgusting.”

Asked about the Stevensons' experience, CruiseBuilder's Burgess on Friday said, "This is concerning because it is not typical at all. As was mentioned yesterday, our goal is 100% customer satisfaction" and that the company would "look into the matter further."

Even if the cruise does take place in the fall, some who signed up are now wary of getting on a cruise at any point, like Jeff Welliver, who has preexisting conditions that make him especially vulnerable to the virus.

“It is almost laughable to listen to Glenn Beck on the radio right now knowing what I know now,” he said. “His crusade for righteousness is the biggest hypocrisy I have ever encountered. He knows what the right thing is to do. It's just a matter of: Is he gonna sacrifice us rather than refund our money?”

---

## **MORE ON CORONAVIRUS AND CRUISES**



## Here's Why The Cruise Ship Quarantine Turned Into Such A Disaster



## Here's How Two Teens Are Dealing With Being Trapped On A Cruise Ship Quarantined For Coronavirus

---

### Topics in this article

People



**Rosie Gray**  
BuzzFeed News Reporter

Contact [Rosie Gray](mailto:rosie.gray@buzzfeed.com) at [rosie.gray@buzzfeed.com](mailto:rosie.gray@buzzfeed.com).

Got a confidential tip? 🙌 [Submit it here](#)

VIEW 22 COMMENTS

### **Here's What Gutter Guards Should Cost You in 2023**

The Actual Cost of Gutter Guards in 2023 May Surprise You

LeafFilter Partner | Sponsored

### **2 Cards Charging 0% Interest Until Nearly 2025**

With no annual fee and no interest for 18 months, these cards are helping Americans pay off debt in record time.

CompareCredit.com | Sponsored

### **Get Your Free CBD Today!**

Our goal is to empower you to achieve balanced health and wellness using carefully distilled, rigorously tested and quality-assured CBD products

CBDistillery | Sponsored

---

### **Here's The Average Price Of Gutter Protection For Houses In US**

The Actual Cost May Surprise You

LeafFilter Partner | Sponsored

### **Dermatologist: If You Have Toenail Fungal Infection Try This Tonight (It's Genius!)**

Healthy Guru | Sponsored

---

### **If Your Dog Eats Dry Food (Most Dog Owners Don't Know This)**

UltimateDogFoodGuide.com | Sponsored

### **Thousands of Men Wear These Shoes For Its First Class Comfort**

All day comfort for your feet. Unique high performance running shoe technology meets classic styling. Unlike any other shoes on the market today. Guys, Say Hello to Your New Favorite Casual Dress Shoe—...

Wolf & Shepherd | Sponsored

### **Mayo Clinic Doctor Recommends CBD Gummies for Relaxation**

More than 2 million satisfied customers and 42,000 5-Star Reviews. CBDistillery is the best choice for

More than 2 million satisfied customers and 42,000 5-Star Reviews, CBDistillery is the best choice for trusted and effective CBD products. Order Today!

**CBDistillery** | Sponsored

---

### **Cardiologists: Overweight? Do This Before Bed**

**Healthy Guru** | Sponsored

---

### **These Savings Accounts Are Paying At An All Time High (12% Interest)**

**TopAnswersToday** | Sponsored

---

### **Jonah Hill's Ex Sarah Brady Shares More Alleged Text Screenshots**

**BuzzFeed News**

---

### **Khloé Kardashian Responds To Dream And Blac Chyna Backlash**

**BuzzFeed News**

---

## **Sections**

Arts & Entertainment

Books

Celebrity

Culture & Criticism

Health

...more

Internet Culture

Investigations

JPG

LGBTQ

Opinion

Politics

Tech

### Company

Support Us

BuzzFeed.com

Privacy Policy

User Agreement

US residents can opt out of "sales" of personal data.

Do not sell or share my personal information

### Follow Us

 Facebook

 Twitter

 Instagram

# BuzzFeed News

a **BuzzFeed** brand.

ELECTRONICALLY FILED  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Oct-27 11:18:36  
04CV-23-2996  
C19WD06 : 6 Pages

# EXHIBIT L



# Pricing

[HOME](#)

[ITINERARY](#)

[YOUR HOSTS](#)

[PORTS](#)

[THE SHIP](#)

[PRICING](#)

[FAQ](#)

[ABOUT US](#)

## *Don't miss this life changing experience with Glenn Beck!* *Sailing Oct. 27 - Nov. 7, 2021*

(Flights depart either Oct. 25th or 26th returning home Nov. 8th or 9th)

This cruise will energize your **love of freedom, principles of faith, and strengthen your relationships**. You will become **empowered with knowledge a hand experience** seeing some of the **world's most important locations** and learning from recognized **experts, thought leaders, and tour guides** who v care of you.

It's time to share your **values and beliefs** because of the increasing attacks on **freedom and conservative values**.





## RESERVE TODAY

First Name \*

Last Name \*

Email \*

Phone Number \*

Flight Options (Choose Preferred) \*

- Milan (10/25/21-11/8/21) Venice
- Venice (10/26/21-11/9/21) Milan
- Milan (10/25/21-11/8/21) Milan
- Venice (10/26/21-11/9/21) Venice

Departure Airport (Airfare from these cities included in pricing) \*

Cabin Type \*

Access Package: (Described Below) \*

- Insider Package (FREE)
- VIP (+ \$2,999 per person)
- Inner Circle (Waiting List Only)

[Reserve Now](#)

## CABIN TYPE & ALL-INCLUSIVE PRICING

PRICES BELOW ARE PER PERSON BASED ON DOUBLE OCCUPANCY & INCLUDE AIRFARE, HOTELS, TRANSPORTATION, CRUISE & TIPS

### CABINS AVAILABLE

*LIMITED SPACE!*

|                    |                    |
|--------------------|--------------------|
| Classic Interior   | \$5,395            |
| Premium Interior   | \$5,695            |
| Classic Oceanview  | \$5,795            |
| Premium Oceanview  | \$6,095            |
| Samsara Interior   | <del>\$6,195</del> |
| Classic Balcony    | \$6,695            |
| Premium Balcony    | \$6,895            |
| Mini - Suite       | \$7,295            |
| Samsara w/ Balcony | \$7,395            |
| Suite              | <del>\$7,795</del> |
| Samsara Suite      | <del>\$8,395</del> |
| Panorama Suite     | <del>\$8,895</del> |
| Grand Suite        | <del>\$9,395</del> |

**PRICE INCLUDES AIRFARE**

ASK OUR AGENTS FOR SINGLE PRICING AND/OR FOR DISCOUNTED PRICING ON THIRD AND FOURTH PASSENGERS PER CABIN.

ALL CABINS/PACKAGES INCLUDE ROUNDTRIP INTERNATIONAL AIRFARE AND OVERSEAS TRANSFERS (ADDITIONAL BAGGAGE AND OTHER OPTION FEES MAY BE LEVIED BY THE AIRLINE)

ALL THREE ACCESS PACKAGES INCLUDE DAILY TOURS / EXCURSIONS IN ITALY & ISRAEL, ALL ACCOMODATIONS AND TRANSPORTATION AND A GROUP MEAL WHILE TOURING



Insider

**Included**

Click here for Full Details  
Glass Beak and other best



VIP

**+\$2,999**

Per person

Click here for Full Details  
INCLUDES INSIDER :



Inner Circle

**+\$4,999**

Per person

Click here for Full Details  
INCLUDES INSIDER :

**SOLD OUT**

Insider access package comes standard with any cabin. VIP access package is available (for purchase) with any cabin type. Inner Circle access package is available (for purchase) for any Premium Balcony cabin or above. VIP is limited to 500 guests and Inner Circle is limited to 136 guests (now sold out).



## Included

---

- \* Exclusive meet & greet cocktail with Glenn Beck, David Barton, Rabbi Lapin & other hosts
- \* Admission to Exclusive Glenn Beck and Bill O'Reilly on stage production show
- \* \$200 Onboard credit per cabin (Based on double occupancy)
- \* 1 Premium Croatia Tour
- \* 1 free 500 MB Wi-Fi package
- \* Brindiamo Drink Package
- \* Selection of unlimited alcoholic and soft drinks by the glass to be enjoyed at any time of the day in the restaurant and buffet (lunch and dinner) or the bars.
- \* \$100 Casino Credit
- \* Magic Bag Laundry & Ironing Services (25 articles of clothing)
- \* Preferred Seating at Glenn Beck Events
- \* Premium excursion in Athens
- \* Priority embarkation & disembarkation

### **Not Included with VIP Add- ons Package:**

- \* Transportation to and from departing airport included in package
- \* Airline fees such as excess baggage fees, seat upgrades, etc.
- \* Travel protection plans
- \* Shore Excursions in Corfu



## Included

---

- \* Exclusive meet & greet cocktail with Glenn Beck, David Barton, Rabbi Lapin & other hosts
- \* Admission to Exclusive Glenn Beck and Bill O'Reilly on stage production show
- \* \$400 Onboard credit per cabin (Based on double occupancy)
- \* 1 Premium Croatia Tour
- \* 1 Free 3GB Wi-Fi package

**Bring your kids & grandkids for a legacy of learning...**

[Reserve Now](#)

**Or**

**Call: 800-328-5967**

©2021 CruiseBuilder. All rights reserved.

[Terms and Conditions](#) | [Contact Us](#) | [800-328-5967](#)

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

GARRITTY V BLAZE MEDIA LLC ETAL

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

BILL OREILLY PRODUCTIONS INC  
380 Lexington Ave.  
31st Floor  
New York, NY 10168

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

*Kelli Million* 

KELLI MILLION, DC

Date: 10/27/2023

No. 04CV-23-2996 This summons is for BILL OREILLY PRODUCTIONS INC (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_  
[name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

\_\_\_\_\_

I was unable to execute service because:

\_\_\_\_\_

\_\_\_\_\_

My fee is \$ \_\_\_\_\_.

**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_  
[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:  
\_\_\_\_\_  
\_\_\_\_\_

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

GARRITTY V BLAZE MEDIA LLC ETAL

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

BILL OREILLY  
380 Lexington Ave.  
31st Floor  
New York, NY 10168

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

*Kelli Million* 

KELLI MILLION, DC

Date: 10/27/2023



No. 04CV-23-2996 This summons is for BILL OREILLY (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_  
[name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

\_\_\_\_\_  
 I was unable to execute service because:

\_\_\_\_\_  
My fee is \$ \_\_\_\_\_.

**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_  
[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:  
\_\_\_\_\_  
\_\_\_\_\_

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

GARRITTY V BLAZE MEDIA LLC ETAL

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

BLAZE MEDIA LLC  
10601 Clarence Dr.  
Suite 250  
Frisco, TX 75033

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

*Kelli Million* 

KELLI MILLION, DC

Date: 10/27/2023

No. 04CV-23-2996 This summons is for BLAZE MEDIA LLC (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_  
[name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

\_\_\_\_\_  
 I was unable to execute service because:

\_\_\_\_\_  
My fee is \$ \_\_\_\_.

**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_  
[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:  
\_\_\_\_\_  
\_\_\_\_\_

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

GARRITY V BLAZE MEDIA LLC ETAL

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

CARNIVAL CORPORATION  
1200 South Pine Island Rd.  
Plantation, FL 33324

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

*Kelli Million*



KELLI MILLION, DC

Date: 10/27/2023

No. 04CV-23-2996 This summons is for CARNIVAL CORPORATION (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_  
[name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

\_\_\_\_\_  
 I was unable to execute service because:

\_\_\_\_\_  
My fee is \$ \_\_\_\_.

**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_  
[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:

\_\_\_\_\_  
\_\_\_\_\_



**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

GARRITTY V BLAZE MEDIA LLC ETAL

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

COSTA CRUISE LINES INC  
880 SW 145 St.  
Suite 201  
Pembroke Pines, FL 33027

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

*Kelli Million* 

KELLI MILLION, DC

Date: 10/27/2023

No. 04CV-23-2996 This summons is for COSTA CRUISE LINES INC (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_  
[name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

\_\_\_\_\_  
 I was unable to execute service because:

\_\_\_\_\_  
My fee is \$ \_\_\_\_.

**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_  
[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:  
\_\_\_\_\_  
\_\_\_\_\_

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

GARRITY V BLAZE MEDIA LLC ETAL

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

GLENN BECK  
2224 King Fisher Dr.  
Frisco, TX 76262

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

*Kelli Million* 

KELLI MILLION, DC

Date: 10/27/2023

No. 04CV-23-2996 This summons is for GLENN BECK (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_  
[name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

\_\_\_\_\_

I was unable to execute service because:

\_\_\_\_\_

\_\_\_\_\_

My fee is \$ \_\_\_\_\_.

**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_  
[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:

\_\_\_\_\_  
\_\_\_\_\_

**ELECTRONICALLY FILED**  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Nov-10 15:21:07  
04CV-23-2996  
C19WD06 : 19 Pages

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS**

---

**ADRIAN "CHIP" GARRITTY, on behalf  
of himself and others similarly situated**

Plaintiff,

v.

**BLAZE MEDIA, L.L.C.,  
GLENN BECK, INDIVIDUALLY,  
BILL O'REILLY, INDIVIDUALLY,  
BILL O'REILLY PRODUCTIONS, INC.,  
CARNIVAL CORPORATION,  
COSTA CRUISE LINES, INC.  
PROJECT NEPTUNE, LLC.  
d/b/a CRUISEBUILDER  
d/b/a VACATIONBUILDER  
d/b/a LATTER DAY TRAVEL  
d/b/a JUNGLE REEF  
WES COBOS, INDIVIDUALLY**

Defendants.

Case No.: 04CV-23-2996

**CLASS ACTION**

---

**FIRST AMENDED CLASS ACTION COMPLAINT**

---

COMES NOW the Plaintiff, Adrian "Chip" Garritty, on behalf of himself and all others similarly situated ("Plaintiff" or "Plaintiff and the Class"), and for their First Amended Class Action Complaint against Defendants hereby state and allege:



**PARTIES**

1. Plaintiff Adrian “Chip” Garritty (“Garritty”) is a citizen of Arkansas, and resident of Benton County, Arkansas.

2. Upon information and belief, Defendant Glenn Beck (“Beck”) is a citizen of Texas, and may be found at 2224 King Fisher Dr., Westlake, TX 76262. Beck has minimum contacts within the State of Arkansas as he derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the State of Arkansas.

3. Blaze Media, LLC (“Blaze”), is a limited liability corporation with its principal place of business in Texas, and having a registered agent known as Legalinc Corporate Services, Inc., 10601 Clarence Dr., Suite 250, Frisco, TX 75033. Blaze has minimum contacts within the State of Arkansas as it derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the State of Arkansas.

4. Upon information and belief, Defendant Bill O’Reilly (“O’Reilly”) is a citizen of New York. O’Reilly has minimum contacts within the State of Arkansas as he derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the State of Arkansas.

5. Bill O’Reilly Productions, Inc., (“BOP”) is a citizen of New York, with a registered agent at 380 Lexington Ave., 31<sup>st</sup> Floor, New York, NY 10168. BOP has minimum contacts within the State of Arkansas as it derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the State of Arkansas.



6. Defendant Carnival Corporation (“Carnival”) is a citizen of Florida. Its registered agent for service of process is NRAI Services, Inc., 1200 South Pine Island Rd., Plantation, FL 33324. Upon information and belief, Carnival Corporation is the parent entity of Defendant Costa Cruise Lines, Inc. Carnival has minimum contacts within the State of Arkansas as it derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the State of Arkansas.

7. Defendant Costa Cruise Lines Inc. (“Costa”) is a citizen of Florida. Its registered agent for service of process is CT Corporation, 880 SW 145<sup>th</sup> Ave., Suite 201, Pembroke Pines, FL 33027. Costa has minimum contacts within the State of Arkansas as it derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the State of Arkansas.

8. Defendant Project Neptune, L.L.C., (“Neptune” or “Project Neptune”) is a citizen of Utah. Its registered agent for service of process is Anderson Hinkins, LLC., 881 Baxter Dr., South Jordan, UT 84095. Project Neptune has minimum contacts within the state of Arkansas as it derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the state of Arkansas.

9. Defendant CruiseBuilder is a citizen of Utah and conducts business as a “d/b/a” of Project Neptune, LLC. Its registered agent for service of process is Anderson Hinkins, LLC., 881 Baxter Dr., South Jordan, Utah 84095. CruiseBuilder has minimum contacts with the state of Arkansas as it derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the state of Arkansas.

10. Defendant VacationBuilder is a citizen of Utah and conducts business as a “d/b/a” of Project Neptune, LLC. Its registered agent for service of process is Anderson Hinkins, LLC., 881 Baxter Dr., South Jordan, Utah 84095. VacationBuilder has minimum contacts with the state of Arkansas as it derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the state of Arkansas.

11. Defendant Latter Day Travel is a citizen of Utah and conducts business as a “d/b/a” of Project Neptune, LLC. Its registered agent for service of process is Anderson Hinkins, LLC., 881 Baxter Dr., South Jordan, Utah 84095. Latter Day Travel has minimum contacts with the state of Arkansas as it derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the state of Arkansas.

12. Defendant Jungle Reef is a citizen of Utah and conducts business as a “d/b/a” of Project Neptune, LLC. Its registered agent for service of process is Project Neptune, LLC., 4700 W. Daybreak Parkway, Suite 150. Jungle Reef has minimum contacts with the state of Arkansas as it derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the state of Arkansas.

13. Upon information and belief, Defendant Wes Cobos (“Cobos”) is a citizen of Utah. Cobos is a minority owner of Project Neptune, and President of CruiseBuilder. Cobos has minimum contacts within the State of Arkansas as he derives significant revenue from Plaintiff, other Arkansas citizens, and other revenue from within the State of Arkansas.

### JURISDICTION AND VENUE

14. This Court has jurisdiction over the civil claims brought on behalf of Plaintiff and the Class, and jurisdiction over the Defendants due to their minimum contacts within Arkansas.

15. This Court is the proper venue as Plaintiff is a resident of this County and many of the actions complained of occurred within this County.

### FACTS

16. Beginning in 2019, Defendant Glenn Beck partnered with CruiseBuilder to promote the "Glenn Beck Cruise Through History" (hereinafter "Cruise"). The Cruise was billed as a 14-day, family friendly trip through several historic locations where passengers would receive political and religious commentary from influencers such as Glenn Beck, Bill O'Reilly, David Barton, and Rabbi Lapin (collectively, the "Cruise Promoters").

17. Plaintiff Garritty purchased three tickets for the Cruise for himself and his family, totaling \$25,615.00. Garritty purchased these tickets after hearing the advertisements of Defendant Glenn Beck, of whom he has been a fan for many years.

18. The Cruise was a charter, meaning the entire ship was purchased for Plaintiff and members of the Class by CruiseBuilder and the Cruise Promoters, which marketed the Cruise in a purposeful way to assure ticket purchasers that everybody on board the ship was a like-minded fan of Glenn Beck.

19. Defendants Costa Cruises, Inc., and Carnival Corporation sold this charter to Defendant Glenn Beck and CruiseBuilder.

20. The Cruise was scheduled to depart on March 24, 2020, stopping at ports in Italy, Croatia, Israel, and Greece, before returning on April 7, 2020. Defendant Glenn Beck focused on the religious and political nature of the locations and advertised the Cruise as an “opportunity to reinforce your faith, culture and values by experiencing it in the places where it first took root, Jerusalem, Athens, or Venice.”

21. When the Cruise was to stop in Israel, passengers were given excursion options based on their individual religious beliefs.

22. Basic cabins on the Cruise started at \$4,999 per person and went as high as \$9,395 per person for the so-called “Grand Suite.” Additionally, passengers were given the option to purchase the “Inner Circle” package, which provided guests with opportunities to attend exclusive meet and greet events with Glenn Beck, along with admission to exclusive Beck events onboard the Cruise. The “Inner Circle” package cost each guest an additional \$4,999. **Exhibit A.**

23. Inner Circle purchasers were also given the opportunity to attend an Inner Circle dinner with Glenn Beck, including a black-tie event where each guest would have their picture taken with Beck.

24. Beck advertised his Cruise on his network known as Blaze or Blaze Media, and on corresponding podcasts and YouTube videos. The first video Glenn Beck made and posted on the CruiseBuilder YouTube account included the following ominous warning to potential ticket purchasers:

“Right now, our foundations of our faith, our freedom, our human progress are all under attack. I want to give you the opportunity to share your values, your beliefs, and the things you hold dear with the ones you love. Yes, you could go to Disney and spend a buttload of money and stand in line the entire time with screaming kids, or you could have our first ever Cruise Through History. You’re invited.”

25. Beck told potential purchasers they would “walk where Jesus walked,” and would be “guided every step of the way by himself and others.”<sup>1</sup>

26. CruiseBuilder created the “Cruise Through History Podcast” which featured Glenn Beck. Episodes of the podcast focused on topics such as “faith and freedom,” along with episodes devoted to the religious and political history of each port at which the ship would stop and allow passengers to listen to Glenn Beck’s history lessons on that particular area.

27. CruiseBuilder also created “Vacation Radio” which was a station devoted to advertising the various travel offerings, including the Cruise. In one episode, CruiseBuilder executive Brian Mickelson stated that CruiseBuilder “rented out the entire ship for Glenn Beck.” Mickelson said “it’s not the cruise ship’s cruise anymore, it’s Glenn Beck’s cruise now. Glenn is setting all the themes, and all the ideas, and everything that’s going to happen on the ship are all generated by Glenn and our group, so it’s very specific and tailored to what our guests want to experience on the trip.”<sup>2</sup>

28. Mr. Mickelson is a former charter airline executive, and on or around 2015, the Department of Transportation ordered Mr. Mickelson to stay out of the charter airline

---

<sup>1</sup> As of October 13, 2023, Glenn Beck’s first promotional video can still be found at: <https://www.youtube.com/watch?v=sGr0lg6vbCo>.

<sup>2</sup> Vacation Radio, “Cruising Italy, Croatia, Greece, Israel...with Glenn Beck!” August 7, 2020.

business due to his failure to refund passengers when he cancelled their flights. **Exhibit B.**

29. Glenn Beck was the primary advertiser for the Cruise, was the decision-maker when it came to passengers' experience on the cruise and the deciding factor in Plaintiff and Class Members' decisions to purchase tickets on the Cruise. Beck advertised the Cruise on his network, also known as "The Blaze," and through that platform enticed Plaintiff and Class members to purchase tickets on his Cruise. Beck also used his channel to advertise his "Inner Circle" package for an additional \$4,999.

30. In early February of 2020, COVID-19 began making its way through Europe and the Middle East, causing travel to be restricted. Wes Cobos, President of CruiseBuilder, informed passengers that CruiseBuilder had a "team in Italy doing a full evaluation of the situation, including gathering first-hand reports on where the safe zones are, what safety precautions are being implemented and how those precautions are actually being carried out." **Exhibit C.**

31. On February 23, 2020, CruiseBuilder notified all ticket purchasers that the trip was postponed and would have to be rescheduled due to the pandemic. **Exhibit D.**

32. At this point, Defendants wrongfully altered the terms and conditions of the Cruise issued to Plaintiff and the Class to ensure no refunds would be issued. The original terms and conditions stated: "If a vacation is canceled prior to departure, CruiseBuilder's only responsibility will be to refund the amount received for the reservation." **Exhibit E.**

33. The new altered version of the terms and conditions unilaterally and wrongfully favored Defendants, stating: "If a vacation is cancelled by CruiseBuilder prior to departure, CruiseBuilder's only responsibility will be to refund any unused funds from the reservation payments and any amounts refunded back from other travel vendors."

**Exhibit F.**

34. CruiseBuilder was careful to use the word "postponed" instead of "cancelled" during this period. CruiseBuilder was aware that all travel insurance policies sold through Travel Guard, a subsidiary of AIG, would only pay out if the Cruise was officially cancelled and not merely postponed.

35. Class members soon began requesting refunds from Defendants. Emboldened by the new protections Defendants wrongfully afforded themselves in their altered terms and conditions, a CruiseBuilder employee stated: "At the time the trip was originally set to go we had already paid all the vendors including the cruise line, hotels, transfers, bus companies, tour companies, etc. We did not get refunded from most of those vendors. They did move it to different dates. When the last one was unable to go, they offered credits and not a refund. We are only able to provide the refund options that were sent out previously." **Exhibit G.**

36. The refund options offered by CruiseBuilder were credits toward a different cruise; one that would not include flights, hotels, Glenn Beck, or even the same ports as the original Glenn Beck Cruise Through History.

37. CruiseBuilder's contention that vendors did not issue it refunds was a misrepresentation. Several vendors, including Lufthansa Airlines, did issue refunds to CruiseBuilder. **Exhibit H.**

38. CruiseBuilder also received \$435,500 in Paycheck Protection Program loans, which were ultimately forgiven. **Exhibit I.**

39. By February 23, 2023, exactly three years after the initial postponement, CruiseBuilder then cancelled the replacement trips offered in place of a refund, stating: "CruiseBuilder has faced significant financial pressure due to inflation and related costs for travel services. These inflationary market conditions, which are in addition to lingering impacts of COVID-related restrictions, have made it impossible for CruiseBuilder to go forward with your scheduled cruise. Unfortunately, given these circumstances, CruiseBuilder has no choice but to cancel your trip." **Exhibit J.**

40. This cancellation, two years after the initial postponement, ensured that no purchasers of Travel Guard insurance would receive the benefit of the insurance they purchased. This cancellation was also the end of any hope ticket purchasers had of obtaining a replacement cruise, or any value for the extraordinary amounts they paid to Defendants.

41. Beck issued a statement to Buzzfeed News, saying: "My position is that anyone who wants a refund in these uncertain times should receive one, and I've strongly encouraged the cruise line, airlines, and the hotels to accommodate. I look forward to going on the Cruise Through History when the circumstances surrounding this global pandemic allow us to do so." **Exhibit K.**



42. Despite the public statement, Glenn Beck absolved himself of any responsibility to his fans, who bought tickets for his Cruise based on his advertisements. Glenn Beck sold every single one of his Inner Circle tickets for \$4,999 a piece. **Exhibit L.** The Inner Circle tickets alone provided Beck with \$679,864 which he never returned.

43. On August 25, 2023, Project Neptune filed a Voluntary Petition for Chapter 11 bankruptcy. **Exhibit M.**

44. On October 24, 2023, Project Neptune then filed a Motion to Dismiss the bankruptcy action, and revealed it possessed \$1,523,995.90 in credits with Defendant Costa. **Exhibit N.** Project Neptune claims these credits have no liquidation value and must be used to book other scheduled cruises with Defendant Costa. These scheduled cruises do not include the offerings of the original Glenn Beck Cruise Through History, for which Plaintiff and the Class paid.

45. On November 9, 2023, the U.S. Bankruptcy Court for the District of Utah granted Project Neptune's Motion to Dismiss, thus lifting the bankruptcy stay and allowing Plaintiff and the Class to pursue the remedies sought herein.

46. To date, Glenn Beck and the other Defendants have retained all funds paid to them for the Cruise.

#### **CLASS ALLEGATIONS**

47. Plaintiff and the Class incorporate the above paragraphs herein.

48. Plaintiff brings this action pursuant to Arkansas Rule of Civil Procedure ("ARCP") 23, on behalf of himself and the following "Class:"

All persons who purchased tickets for the Glenn Beck Cruise Through History scheduled for March 24, 2020 to April 7, 2020. Including those who purchased "Insider Package" tickets, "VIP Package" tickets, and "Inner Circle Package" tickets.

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; and,
- d) Any person that timely and properly excludes himself/herself/itself pursuant to the orders of the court.

#### **A. Typicality**

49. Plaintiff's claims are typical of the claims of the Class because Plaintiff purchased tickets and packages for the Cruise, and the claims all arise from the same wrongdoing committed by Defendants.

#### **B. Commonality**

50. There are questions of law and/or fact common to the Plaintiff and the Class, which predominate over questions that may affect individual Class members. The common and predominate question is whether Defendants were unjustly enriched by promoting and selling the tickets for the Cruise, accepting Class members money for the Cruise, then cancelling the Cruise and keeping their ill-gotten proceeds.

**C. Numerosity**

51. The Arkansas Supreme Court has certified a class with as few as 77 people, and separately noted a class with as few as 40 members may be proper due to the inherent difficulty in joining this number of individual actions.

52. Tickets and packages were sold to individuals in all states where Defendants advertised the Cruise. Upon information and belief, approximately 2,000 tickets were sold for the Cruise.

53. Thus, the members of the Class are so numerous that joinder of all members is impracticable.

**D. Superiority**

54. A class action is superior to other methods for the fair and efficient adjudication of this controversy because the prosecution of separate actions by individual members of the Class creates a risk of inconsistent and varying results. Further, this would also establish incompatible standards of conduct for Defendants.

55. Additionally, questions of law and fact common to the members of the Class predominate over questions affecting only individual members. Adjudication as a class in this case eliminates the possibility of duplicative litigation.

**E. Adequacy**

56. Plaintiff will fairly and adequately represent the interests of the Class because Plaintiff's interests do not conflict with the interests of the other Class members he seeks to represent. Plaintiff has also retained competent counsel who is experienced in

class action litigation. Plaintiff's counsel will fairly and adequately protect the interests of the class.

COUNT I

FRAUD

57. Plaintiff and the Class incorporate the above paragraphs herein.

58. Defendants misrepresented to Plaintiff and the Class that they wanted refunds to be issued in compliance with the original terms and conditions created and issued by CruiseBuilder. Beck further stated that refunds should be given to any ticket purchaser who wanted one.

59. Defendants publicly represented to Plaintiff and the Class that they were advocates for Plaintiff and the Class and were working to ensure that refunds would be issued.

60. These were material misrepresentations of fact.

61. Defendants had knowledge that their representations were false or that there was insufficient evidence upon which to make the representations.

62. While Defendants made these public material misrepresentations, they privately sought to insulate themselves from the financial loss that would come from issuing refunds.

63. Plaintiff and the Class justifiably relied on Defendants misrepresentations and were discouraged from taking further action due to Glenn Beck's statements that he was working to make sure his fans received refunds. Plaintiff and the Class were

further discouraged by CruiseBuilder's statements that a replacement Cruise would occur, and was the only form of reimbursement available.

64. Vendors paid by CruiseBuilder and Beck did refund monies to Defendants. However, these monies were not refunded to Plaintiff and the Class.

65. Upon information and belief, CruiseBuilder and Glenn Beck retained funds paid by Inner Circle purchasers, despite his public charade calling for refunds to passengers who requested them.

## COUNT II

### IN THE ALTERNATIVE

### CONSTRUCTIVE FRAUD

66. Plaintiff and the Class incorporate the above paragraphs herein.

67. Defendants materially misrepresented to Plaintiff and the Class that, among other things, Defendants intended for refunds to be issued.

68. Defendants asserted these representations to be true without knowledge of their falsity and without moral guilt or evil intent.

69. Because of Defendants' material misrepresentations, Plaintiff and the Class believed that a refund would be issued.

70. Plaintiff and the Class are entitled to recover damages caused by acts committed, or the forbearance of action, pursuant to the material misrepresentations made by Defendants.

**COUNT III**

**NEGLIGENCE**

71. Plaintiff and the Class incorporate the above paragraphs herein.

72. Defendants had a duty to inform Plaintiff and the Class of the situation regarding the status of the Cruise and any subsequent refunds.

73. Defendants failed to relay accurate information to Plaintiff and the Class that they would not receive refunds and should pursue all other available means of resolution.

74. As a proximate cause of these fraudulent representations, Plaintiff and the Class continued to attempt to schedule replacement cruises that were also cancelled.

75. Further, Defendants Glenn Beck and CruiseBuilder failed to issue refunds to Beck's fans who spent an additional \$4,999 for the Inner Circle package, despite Beck's public statement that refunds should be issued.

76. Plaintiff and the Class have sustained damages as a proximate cause of the acts of Defendants and should be awarded damages over and against Defendants, including attorney's fees and costs.

**COUNT IV**

**UNJUST ENRICHMENT**

77. Plaintiff and the Class incorporate the above paragraphs herein.

78. Defendants were paid by Plaintiff and the Class upon the promise that the Glenn Beck Cruise Through History would occur as advertised.

79. The Cruise did not occur as advertised, and further, cruises offered as a replacement were subsequently cancelled as well.

80. Defendants have received payments from Plaintiff and the Class to which they are not entitled.

81. It would be unjust for Defendants to retain monies paid by Plaintiff and the Class.

82. Plaintiff and the Class respectfully ask this Court to order Defendants to disgorge all payments received from Plaintiff and the Class.

#### COUNT V

#### CONSTRUCTIVE TRUST

83. Plaintiff and the Class incorporate the above paragraphs herein.

84. A constructive trust may be imposed when a person holds the property of another and would be unjustly enriched if allowed to retain that property.

85. "The duty to convey the property may arise because it was acquired through fraud, duress, undue influence or mistake, breach of fiduciary duty, or wrongful disposition of another's property." *Cox v. Miller*, 363 Ark. 54, 210 S.W.3d 842, 849 (2005). Regardless of whether any specific fact is unintentionally misrepresented, Defendants are subject to an equitable duty to return Plaintiff's money and are unjustly enriched if permitted to retain that money.

86. Defendants are wrongfully in possession of monies paid by Plaintiff and the Class. Defendants have an equitable duty to return this money to Plaintiff and the Class.

87. Defendants would be unjustly enriched if they were permitted to continue to possess monies paid by Plaintiff and the Class.

88. Equity demands a constructive trust containing all monies paid to Defendants by Plaintiff and the Class.

#### PRAYER FOR RELIEF

---

WHEREFORE, Plaintiff and the Class pray that the Court enters judgment in their favor on all the claims asserted herein, to Order all the requested relief pled above, and to provide Plaintiff and the Class all other just and appropriate relief including attorney's fees and costs.

Dated: November 10, 2023

Respectfully submitted,

POYNTER LAW GROUP, PLLC



---

Scott Poynter, AR Bar. 09077  
scott@poynterlawgroup.com



Daniel Holland, AR Bar. 2019237  
daniel@poynterlawgroup.com  
Clay Ellis, AR Bar. 2023183  
clay@poynterlawgroup.com  
**POYNTER LAW GROUP, PLLC**  
407 President Clinton Ave., Suite 201  
Little Rock, AR 72201  
(501) 812-3943

**ELECTRONICALLY FILED**  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Nov-10 15:21:07  
04CV-23-2996  
C19WD06 : 2 Pages

# **EXHIBIT A**

COME SAIL AWAY  
CRUISE THRU HISTORY

## INNER CIRCLE

YOUR INNER CIRCLE ACCESS COMES WITH THE FOLLOWING  
SPECIAL TOURS AND EXTRA BENEFITS:

- \$400 onboard credit per cabin (based on double occupancy)
- 1 free 3 GB wifi package
- Piu Gusto drink package
- \$250 casino credit (based on double occupancy)
- Magic Bag laundry and ironing services (25 articles of clothing)
- Preferred seating at all events
- Exclusive Inner Circle dinner with Glenn Beck (2 nights)
- 1 day spa access pass
- Ship Galley Tour
- Priority embarkation and disembarkation

### INNER CIRCLE EXCURSIONS:

- Venice: "Romantic Venice by Gondola"
- Dubrovnik: "Dubrovnik Cable Car Tour"
- Athens: "Mars Hill with Glenn Beck"

### SPECIAL EVENTS FOR INNER CIRCLE GUESTS:

- March 26 - Inner Circle dinner with Glenn Beck
- March 29 - Beck & O'Reilly Show
- April 1 - Inner Circle dinner with Glenn Beck

*\*As an Inner Circle member you are invited to join Glenn Beck for an exclusive black tie dinner on March 26 and April 1. There you will receive a photo of you (with your guests) and Glenn. Glenn will also spend the evening taking many of your questions and sharing personal insights while you enjoy dinner in the exclusive and intimate setting of the Club Luminosa.*

**ELECTRONICALLY FILED**  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Nov-10 15:21:07  
04CV-23-2996  
C19WD06 : 9 Pages

# **EXHIBIT B**



**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF THE SECRETARY  
WASHINGTON, D.C.**

**Issued by the Department of Transportation  
on the 14th day of August, 2014**

**Voyager Travel LLC, formerly d/b/a LDS  
Travel and Meridian Trips LLC, and Brian  
Mickelsen**

**Docket OST 2014-0001**

**Served August 14, 2014**

**Violations of 49 U.S.C. § 41712 and  
14 CFR 399.84, 399.88 and 399.89**

**CONSENT ORDER**

This consent order concerns advertisements by Voyager Travel LLC, formerly d/b/a LDS Travel and Meridian Trips LLC, (collectively Voyager Travel) and Brian Mickelsen, the owner and former member of the LLC, in his personal capacity, that violated the Department's advertising requirements specified in 14 CFR Part 399, and constituted unfair and deceptive trade practices in violation of 49 U.S.C. § 41712. An investigation by the Department's Office of Aviation Enforcement and Proceedings ("Enforcement Office") revealed that prior to January 26, 2012, Voyager Travel advertised air tour packages in a manner that did not meet Department requirements under Part 399 because the advertisements failed to include all fuel surcharges in the prices advertised, failed to state that the prices were subject to post purchase price increases, and failed to provide appropriate notice of the existence, nature, and amount of other charges and additional taxes and government-imposed fees that were then permitted to be stated separately from the base fare. Voyager Travel's advertisements published on and after January 26, 2012, continued to state that the prices were subject to increases even after final payment. Those advertisements violated 14 CFR 399.84(a), 399.88, and 399.89.

This order directs Voyager Travel and Brian Mickelsen, in his personal capacity, to cease and desist from future violations of 49 U.S.C. § 41712 and Part 399 and assesses the company and Mr. Mickelsen, jointly and severally, a compromise civil penalty of \$20,000. Mr. Mickelsen is also ordered to cease and desist for a period of ten years from the date of the issuance of this order from engaging in air transportation operations.

### Applicable Law

Ticket agents selling air tour packages, including air and hotel packages, such as Voyager Travel, are subject to the advertising requirements of Part 399 of the Department's rules. Under 14 CFR 399.84, any advertising that states a price for air transportation or an air tour is considered to be an unfair or deceptive practice in violation of 49 U.S.C. § 41712 unless the price stated is the entire price to be paid by the customer to the air carrier or ticket agent for such air transportation, tour, or tour component. Prior to January 26, 2012, as a matter of enforcement policy, the Department permitted air carriers and agents to state separately from the advertised price taxes and fees imposed by a government on a per-passenger basis, such as passenger facility charges, so long as their amounts appeared or were indicated clearly in the advertisement so that the consumer could determine the full price to be paid.<sup>1</sup> On the other hand, carrier- or agent-imposed surcharges, e.g., fuel, insurance, and service charges, or other such costs, always had to be included in the advertised price.<sup>2</sup> Moreover, when an air tour seller or carrier advertised a specific price for a flight, air tour or component, it had to have had on hand a reasonable inventory at the advertised price for a reasonable time period.<sup>3</sup>

On April 25, 2011, the Department issued a set of rules designed to enhance protections for air travel consumers that, among other things, required airlines and ticket agents to comply with the Department's full-fare advertising rule as written. The revised full-fare rule mandates that the price advertised for passenger air transportation include all taxes and government-imposed fees and all mandatory airline- and ticket agent-imposed surcharges and fees in every advertised fare or price.<sup>4</sup> This provision was codified in 14 CFR 399.84(a), which took effect on January 26, 2012.

---

<sup>1</sup> See, e.g., *Costa Cruise Lines, N.V.*, Order 2009-9-3 (September 3, 2009). Under the enforcement policy in effect prior to January 26, 2012, with respect to airfares and air tours advertised on the Internet, taxes and government fees that were permitted to be excluded from the advertised price had to be noted in a prominent link, placed adjacent to the stated price the first time the price was shown that took the viewer to the bottom of the screen, or to a place on a separate screen, where a description and the amount of such taxes and fees were displayed.

<sup>2</sup> See, e.g., *GTS Globotours*, Order 2014-2-14 (February 20, 2014); *Bloomspot, Inc.*, Order 2013-7-27 (July 31, 2013); *British Airways*, Order 2012-10-1 (October 1, 2012); *Tour Beyond, Inc., d/b/a China Spree*, Order 2011-106 (February 9, 2011); and orders cited therein.

<sup>3</sup> *AirTran Airlines*, Order 2010-5-29 (May 28, 2010).

<sup>4</sup> Charges included within the single total price listed, e.g., government taxes, may be stated separately or through links or "pop ups." On web sites that display the total price, such charges may not be false or misleading may not be displayed as prominently as the full fare, may not be presented in the same or larger size as the total price, and must provide cost information on a per passenger basis that accurately reflects the cost of the item covered by the charge.

As under the prior rule, significant restrictions, such as double occupancy and conditions on availability must be properly disclosed with the pertinent advertised fares.<sup>5</sup>

In addition, under section 399.88, the seller may not add or increase taxes and government fees after the consumer has paid in full unless the seller has given notice and obtained the consumer's written consent before full payment. This narrow exception only applies to a post purchase price increase in a government-imposed fee or tax. Once full payment has been made, other types of price increases are prohibited. Under section 399.89, price increases, for example, for a fuel surcharge, are not permitted unless the seller has provided notification and obtained the consumer's written consent before *any* payment has been made. Violations of sections 399.84(a), 399.88 and 399.89 (and the previous full-fare rule, section 399.84) constitute an unfair and deceptive practice and unfair method of competition in violation of section 41712. The Enforcement Office investigation of Voyager Travel found violations under the rules in effect before and after January 26, 2012.

### **Background and Relevant Facts**

Voyager Travel, which ceased operations in 2013, was a ticket agent based in Utah, specializing in offering travel packages that included, among other things, airfares and hotel accommodations.<sup>6</sup> During the time period at issue in this order, Mr. Mickelsen exercised primary control and direction over all of the activities of Voyager Travel. Voyager Travel promoted its air travel packages through e-mail solicitations, subscriptions, and advertisements that were published on its web sites, including [www.lds.travel](http://www.lds.travel) and [www.voyager.travel](http://www.voyager.travel), and others, until the company changed ownership, and ultimately went out of business. For a significant period of time beginning in January 2011, Voyager Travel published daily advertisements for the "Restoring Courage 2012 Tour" to Israel on its own and other web sites, and in radio and television advertising, promoting air tour packages, combining air fares, hotel, land tours, and related amenities.<sup>7</sup> However, the prices advertised by Voyager Travel for its air

---

<sup>5</sup> See also *GTS Globotours, supra*; *Bloomspot, supra*; *British Airways, supra*; *Lion World Travel d/b/a South African Airways Vacation, Order 2010-9-5* (Sept. 3, 2010); and *Unique Vacations, Inc., Order 2010-11-7* (Nov. 8, 2010).

<sup>6</sup> Other air tour packages included cruises, guided tours, specially chosen leaders and scheduled events, and related amenities, and traveled particularly to Israel, Jordan, the Mediterranean, the British Isles, and other countries in Europe, and areas of the United States.

<sup>7</sup> The Restoring Courage tour was scheduled to depart on August 11, 2011. As late as July 21, 2011, Voyager Travel mailed a demand that the Israel tour passengers pay an additional fuel surcharge, and included a copy of "Terms and Conditions, Restoring Courage Tour 2011" which stated: "Voyager Travel reserves the right to bill you for any increase in trip cost due to fees imposed beyond our control, including, but not limited to, airline fuel surcharges and increased security in Israel." This practice was not permitted under Department enforcement policy even before the January 24, 2012, effective date of the regulations prohibiting post-purchase price

package tours did not indicate that numerous significant restrictions applied. The advertised prices were "cash only" prices, based on double occupancy. Mandatory service, booking and insurance fees were not originally included. Voyager Travel also improperly imposed additional charges after full payment was made without prior disclosure or obtaining written permission. The Voyager Travel web site disclosed some information warning a consumer that a subsequent fuel or security surcharge might be imposed, but only if the consumer scrolled past the tour advertisements' main pages to a group of subtitled hyperlinks listed in the fine print area, and clicked the link, "Terms and Conditions." When selected, that hyperlink carried the consumer to another page where Voyager Travel disclosed for the first time that under the applicable Terms and Conditions, fuel surcharges might be added to the trip cost and were subject to increase even after final payment. During 2012 and early 2013, the air tour advertisements on Voyager Travel web sites still included similar violative provisions. For example, the web sites stated: "We include known Fuel Surcharges in our pricing. However, Fuel Surcharges are unpredictable and subject to increases even after final payment." Such practices constitute violations of 14 CFR 399.88 and 399.89.

The air tour package advertisements on Voyager Travel's own and third-party web sites failed to comply with the Department's full-fare advertising rule, 14 CFR 399.84, prior to the January 26, 2012, revision. Subsequently, the advertisements failed to comply with 14 CFR 399.84(a), 399.88, and 399.89. In addition to violating Part 399, such practices constitute an unfair and deceptive practice in violation of 49 U.S.C. § 41712.

### **Statement in Mitigation**

In mitigation and explanation, Voyager Travel and Mr. Mickelsen state that they did not intend to violate the Department's full-fare advertising rules. They further state that the ticket agent held itself to high standards and tried to tailor its business practices to be in compliance with all applicable regulations. Moreover, its policies and practices were designed, the company and Mr. Mickelsen add, to comport with existing rules and regulations to the extent that they were able to inform themselves of them. When a fuel surcharge that the company had not anticipated was imposed by an air carrier with which it was dealing, the ticket agent asserts that it had no choice but to pass it on to the traveler. Voyager Travel and Mr. Mickelsen explain that the company adopted the same approach by adding mandatory insurance premiums after an experience in which hundreds of members of a tour group were held over in airports for several days. The restriction of the air tour prices to cash only, arose, according to the company, in response to competition with other local ticket agents that were demanding a substantial credit card convenience fee to cover their costs. Voyager Travel and Mr. Mickelsen explain that they elected to add the fee even though it had not been disclosed up front, because it was subsequently needed to cover extra costs that were imposed on the firm. Voyager Travel

---

increases; *see Grand Circle Travel Corp.*, Order 2006-7-23 (July 20, 2006); *Trafalgar Tours West*, Order 2007-8-24 (August 24, 2007). In its responses, Voyager Travel reported that 732 people traveled on the tour, of which 697 participants paid the violative fuel surcharge.



and Mr. Mickelsen further state that they undertook the process of altering the web site to reflect the changes that the Department indicated were necessary. Mr. Mickelsen likewise assures the Enforcement Office that should he engage in air transportation in the future, he will ensure that any restrictions or additional costs will be advertised and disclosed to the passenger in full accordance with the Department's then-effective regulations.

### **Findings and Decision**

The Enforcement Office has carefully considered all of the information available to it, including that provided by Voyager Travel, but continues to believe that enforcement action is warranted. In order to avoid litigation, the Enforcement Office and Voyager Travel and Brian Mickelsen, in his personal capacity, have reached a settlement in this matter. While neither admitting nor denying the above allegations, Voyager Travel and Mr. Mickelsen accept the findings and conclusions stated herein and agree to cease and desist from further violations of 14 C.F.R. 399.84(a), 399.88, and 399.89, and 49 U.S.C. § 41712. Mr. Mickelsen also agrees to cease and desist from engaging in air transportation operations as an owner, director, or member of a LLC, ticket agent, air carrier or foreign air carrier, or agent of either, for ten years in order to avoid potential litigation.

Under this order, Voyager Travel LLC and Brian Mickelsen, in his personal capacity, are assessed \$20,000 in compromise of potential penalties otherwise assessable under the provisions of 49 U.S.C. § 46301. Failure to obey the cease and desist or payment provisions may subject Voyager Travel LLC and Brian Mickelsen, in his personal capacity, to additional enforcement action for the failure to comply with this order. The Enforcement Office believes that the assessment of a civil penalty of \$20,000 is appropriate in light of the nature and extent of the violations in question and will provide an effective deterrent to unlawful conduct in the future by Voyager Travel LLC, Mr. Mickelsen, and other sellers of air transportation.

This order is issued under the authority contained in 49 CFR Part I.

### **ACCORDINGLY,**

1. Based on the above discussion, we approve this settlement and the provisions of this order as being in the public interest;
2. We find that prior to January 26, 2012, Voyager Travel LLC, d/b/a LDS Travel and Meridian Trips LLC, and Brian Mickelsen, in his personal capacity, violated 14 CFR 399.84, as described above, by causing to be published advertisements that failed to state the entire price to be paid by the

passenger to the company for certain air tours and by requiring payment of additional fees and charges after the passenger had paid the advertised price;

3. We find that after January 26, 2012, Voyager Travel LLC, formerly d/b/a LDS Travel and Meridian Trips LLC, and Brian Mickelsen, in his personal capacity, violated 14 CFR 399.84(a), 399.88 and 399.89, as described above, by causing to be published advertisements that failed to state the entire price to be paid by the passenger to the company for certain air transportation, and by requiring payment of additional fees and charges after the passenger had paid the advertised price;
4. We find that by engaging in the conduct described in paragraphs 2 and 3, above, Voyager Travel LLC, formerly d/b/a LDS Travel, and Meridian Trips LLC, and Brian Mickelsen, in his personal capacity, engaged in an unfair and deceptive practice in violation of 49 U.S.C. § 41712;
5. We find that Voyager Travel LLC, formerly d/b/a LDS Travel and Meridian Trips LLC, were at all times relevant herein under the leadership, direction and control of Brian Mickelsen with respect to the conduct described in ordering paragraphs 2 and 3, and that he is personally responsible for the violations found in those paragraphs;
6. We order Voyager Travel LLC, formerly d/b/a LDS Travel and Meridian Trips LLC, and Brian Mickelsen, in his personal capacity, and all other entities owned and controlled by, or under common ownership and control with Voyager Travel LLC, d/b/a LDS Travel and Meridian Trips LLC, and Brian Mickelsen, and their successors and assignees, to cease and desist from future violations of 14 CFR 399.84(a), 399.88, and 399.89 and 49 U.S.C. § 41712;
7. We order Brian Mickelsen, in his personal capacity, to cease and desist for a period of 10 years from the date of the issuance of this order from engaging in air transportation as an owner, director, member of an LLC, or a manager, a ticket agent, or air carrier or foreign air carrier;
8. Voyager Travel LLC, formerly d/b/a LDS Travel and Meridian Trips LLC, and Brian Mickelsen, in his personal capacity, are assessed jointly and severally \$20,000 in compromise of civil penalties that might otherwise be assessed for the violations found in ordering paragraphs 2 through 4 of this order. Of this total penalty amount, \$2,750 shall be due and payable within 60 days of the date of issuance of this order. Five additional payments of \$1,450 each shall be due as follows: February 1, 2015, June 1, 2015, October 1, 2015, January 1, 2016, and April 1, 2016. The remaining \$10,000 shall become due and payable immediately if Voyager Travel LLC, formerly d/b/a LDS Travel and Meridian Trips LLC, or Brian Mickelsen, in his personal

capacity, violates this order's cease and desist provision within twenty-one months following the date of issuance of this order, or fails to comply with the order's payment provisions;

9. Failure to pay the compromise assessment as ordered shall subject Voyager Travel LLC, formerly d/b/a LDS Travel and Meridian Trips LLC, and Brian Mickelsen, in his personal capacity, to the assessment of interest, penalty, and collection charges under the Debt Collection Act, and to possible further enforcement action for failure to comply with this order; and
10. We order Voyager Travel LLC, formerly d/b/a LDS Travel and Meridian Trips LLC, and Brian Mickelsen, in his personal capacity, to pay the penalty through Pay.gov to the account of the U.S. Treasury. Payments shall be made in accordance with the instructions contained in the Attachment to this order.

This order will become a final order of the Department 10 days after its service unless a timely petition for review is filed or the Department takes review on its own motion.

BY:

**BLANE A. WORKIE**  
Acting Assistant General Counsel for  
Aviation Enforcement and Proceedings

An electronic version of this document is available  
at <http://www.regulations.gov>



**ELECTRONICALLY FILED**  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Nov-10 15:21:07  
04CV-23-2996  
C19WD06 : 5 Pages

# **EXHIBIT C**



---

## Update Regarding our Upcoming Cruise and Corona concerns


1 message

---

Glenn Beck <noreply@cruisebuilder.com>

Mon, Feb 24, 2020 at 8:34 AM



With Glenn Beck ★ March 23-24 to April 6-7, 2020 ★  CruiseBuilder

### From the Office of Glenn Beck

Hello friends,

If you are receiving this note from me, then you are one of the folks joining me and my family on our Mediterranean Cruise Through History.

With some of the news yesterday about the presence of the virus amongst some people in Italy, I decided I wanted you to have access to all of the same information I am receiving, so that you and your family can be as at peace about our upcoming trip as me and my family are.

My team and I are in continuous contact with the executive team at CruiseBuilder (our travel partner) as well as the leadership at Costa (our cruise ship). The length they are all going to, to ensure a safe, fun-filled trip for all of us, is nothing short of amazing.

In the spirit of full transparency, I've attached below, the most recent update from my friends at CruiseBuilder. I want you to be fully enlightened as to all of the safety precautions and contingency plans that are happening behind the scenes, so you can remain as excited as we are here in the Beck household about our upcoming adventure.

I have the utmost confidence in these folks and after you take a look at the most recent update below, I think you will too.

As new information comes to light, all of us here will continue to make any necessary adjustments to ensure a safe and exciting trip for all of us.

I'll see you on board!

Glenn

-----

**From:** XXXXXXX@XXXXXXX.com

**Sent:** Sunday, February 23, 2020 6:59 PM

**To:** XXXXXXX@XXXX.com

**Subject:** Corona Italy Update 03/23/20 6:59 pm MST

Glenn and team,

With regards to the announcement of there being some Italians infected with the

Coronavirus in some villages of Italy, we want to update you with our current status report.

To begin with, we have a team from our Utah office, currently in Italy doing a full evaluation of the situation, including gathering first-hand reports on where the safe zones are, what safety precautions are being implemented and how those safety precautions are actually being carried out. They will remain on the ground in Italy for a few more days to continue to monitor the situation in person.

Additionally, I'm in Miami with the Costa executives making final preparations for our cruise. We are personally making certain significant precautions are being taken to protect our passengers in every way possible. The leadership at Costa has been extraordinarily cooperative and proactive in every way possible. They are meeting and exceeding our requests for safety measures and redundancies.

As you know, we have a zero risk policy. The safety and well-being of our guests is our top priority. We are working with our Costa counterparts to fully map out our contingency plans. We are simply not willing to risk the health of any passenger.

Some of the local leaders in Italy are suggesting the situation is under control and will be a non-issue by the time we approach our departure date, which is still about a month away. That may prove to be true. But we have a full scale contingency plan now being formed and put into place so there is no interruption to this extraordinary trip.

We will of course, continue to keep you fully updated. We remain fully committed to the safety of all who are traveling with us, which includes our own families.

Looking forward to being with you onboard and enjoying some exciting adventures!



Sincerely,

Wes Cobos  
President  
CruiseBuilder

---

*Email us at [support@cruisebuilder.com](mailto:support@cruisebuilder.com) if you have any questions.*

Monday-Friday, 9am-7pm, Saturday, 10am-2pm (MT)

VacationBuilder/CruiseBuilder, 4700 W. Daybreak Parkway, Ste. 150, South Jordan, UT, 801-901-3161

[Manage preferences](#)

**ELECTRONICALLY FILED**  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Nov-10 15:21:07  
04CV-23-2996  
C19WD06 : 2 Pages

# **EXHIBIT D**

Glenn Shares Plan to Reschedule Cruise

## Glenn Beck Cruise Being Rescheduled

As you can imagine, we have spent the past couple of weeks working around the clock to keep you updated on the ever-changing situation with the coronavirus as we monitor its effect on the travel industry. **You have been incredibly patient and for that we are grateful.**

In light of the ongoing uncertainties, many of you reached out requesting the cruise be pushed back to a more stable time for travel. We heard you and share your concerns. **We are currently working closely with Costa Cruise Lines to reschedule the trip for some time in the coming months.** Once the new date is confirmed, we will send you an updated itinerary. We hope to have the new charter date to you within the next two weeks, if not sooner.

As you have heard us say numerous times, we are fully committed to the safety of all who are traveling, including our own friends and families. We remain super excited about this amazing cruise and all of the exciting adventures that await us all!

*Here is a video message Glenn asked us to send you:*

[Glenn Beck video update](#)

### Thanks for your patience while waiting for details

As soon as rescheduling information comes from the cruise line, we will email you. We hope to have details to you in less than two weeks.

In the meantime, know that we continue to work on your behalf and this wonderful "Cruise Thru History With Glenn Beck" is still happening in the coming months! It will be worth the wait!

*If you purchased your own flights for this cruise, please work directly with your airline.*

Glenn Beck Jerusalem

*Email us at [support@cruisebuilder.com](mailto:support@cruisebuilder.com) if you have any questions.*

Monday-Friday, 9am-7pm, Saturday, 10am-2pm (MT)

VacationBuilder/CruiseBuilder, 4700 W. Daybreak Parkway, Ste. 150, South Jordan, UT, 801-901-3161

[Manage preferences](#)

**ELECTRONICALLY FILED**  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Nov-10 15:21:07  
04CV-23-2996  
C19WD06 : 5 Pages

# **EXHIBIT E**



## Contract Terms & Conditions

Updated 09/30/19

1. The purchase/payment of any travel services offered by Project Neptune, LLC., authorized to do business as CruiseBuilder, (herein after "CruiseBuilder"), constitutes a contractual arrangement between the Passenger ("you") and CruiseBuilder, and represents your acceptance of the CruiseBuilder Terms & Conditions. You must be at least 18 years of age to make a booking. As the lead passenger, you accept, and confirm you have authority and consent to accept, these CruiseBuilder Terms & Conditions for yourself and all members of your traveling party.
2. Terms & Conditions are accurate at time of booking and are subject to change.
3. Payment of the deposit indicates you have read and accepted these Terms & Conditions. Your booking is not confirmed until the deposit is processed by CruiseBuilder.
4. After the initial deposit, an additional payment may be required 30 - 45 days from the date of booking. In addition, some cruise and air packages will require a payment schedule as indicated during the booking process and outlined in your confirmation email. Failure to make scheduled payments can result in additional fees and/or cancellation.
5. Final payment for your vacation is due 100 days prior to departure date unless stated otherwise in your booking confirmation email. Within the final payment date, payment in full is required at time of booking to reserve space. Reservations (land, cruise, and air) are canceled if final payment is not received by the due date.
6. You are responsible for verifying that everything on your reservation documents is accurate and complete, including dates of travel, and options selected. CruiseBuilder cannot accept responsibility if we are not notified of inaccuracies within 5 days of sending out the invoice. Passport Information Verification must be completed via DocuSign. After Passport Information Verification completion, name changes are subject to fees and penalties. Passport information Verification must be completed within 7 days of booking or your reservation may be subject to additional fees and/or cancellation. In the case of billing errors, CruiseBuilder reserves the right to re-invoice you with correct pricing.
7. CruiseBuilder accepts checks, money orders, Visa, MasterCard, Discover/Novus, and American Express. You authorize CruiseBuilder to charge the credit card you provide for payment plans and charges associated with your reservation.
8. Due to our booking process you must cancel your reservation within 24 hours to receive a full refund. You must notify us verbally over the phone, and in writing by emailing customersupport@cruisebuilder.com. Cancellation requests made outside of the 24 hours are not eligible for a refund.
9. Change or travel deviation requests must be requested and confirmed within 30 days of your reservation purchase. In the event that a change request is not confirmed during this period, CruiseBuilder will make travel arrangements to match the original trip package. If the reservation purchase is within 60 days of travel, all requests must be confirmed within 24 hours of the time of purchase. Otherwise, CruiseBuilder will make travel arrangements according to the trip package.
10. Cancellation fees may also apply to any additional services, including extra night accommodations, independently supplied services, and optional excursions reserved prior to, during, and after the tour. If flight changes, including but not limited to flight cancellations or name changes, are requested after cruise and air deposits are received, revision fees, change fees, or airline cancellation fees will apply. In many instances, airline revision or change fees can be up to or exceed \$300, but in some instances may be up to 100% of the ticket price. Cancellation penalties will be quoted at time of cancellation.
11. Optional travel insurance is available to provide coverage for your travel arrangements. A travel insurance plan can help cover your vacation investment, offset expenses from travel mishaps and provide you with emergency travel assistance.
12. Air carriers used by CruiseBuilder for travel are independent operators and are not owned, managed, or operated by CruiseBuilder. Your airline ticket is a contract between you and the air carrier only, even if you purchase through CruiseBuilder. By purchasing your air services through CruiseBuilder, you waive all liability for CruiseBuilder for such air services.
13. Our package prices include Economy Light fares, and whenever an upgrade is available at no additional cost we will try to select that option for our passengers. Seat Selection, Meals, and Luggage expenses are excluded items from our packages and will be the passenger's responsibility. Quotes for flight upgrades are valid for 24 hours and are subject to change, air carrier availability, and completion of the Passport Information Verification form. All flight upgrades will require an additional deposit.

14. CruiseBuilder is not responsible if an airline cancels, reschedules, or delays a flight for any reason. In addition, CruiseBuilder is not responsible for missed connections due to an airline canceling, rescheduling, or delaying a flight. If you purchased airfare through CruiseBuilder, we will try to assist in making new arrangements. Additional costs often apply and, in some cases, may require the purchase of a new ticket your expense.
15. It is your responsibility to check the status of your flight prior to departure. CruiseBuilder is not responsible if an airline cancels, reschedules, or delays a flight for any reason.
16. If you miss your departure flight or connection, it is your responsibility to work with the airline on which you are ticketed to reach your destination. No refunds will be provided by CruiseBuilder for portions of trips missed due to canceled, rescheduled, or delayed flights after airport check-in, nor is CruiseBuilder responsible for any additional expenses you may incur prior to joining your trip if you miss your departure flight or flight connection.
17. For airfare purchased through CruiseBuilder, if any flight schedule requires an overnight stay in a gateway city, CruiseBuilder can assist you with hotel reservations; however, the cost of the overnight stay (including but not limited to hotel and meals) is your expense. Air routings are subject to availability. Routings are not guaranteed and are subject to change at any time.
18. If you make your own flight arrangements, CruiseBuilder, Project Neptune or its affiliates, or its airline booking agent will not be responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates. We recommend that you do not purchase airline tickets with high penalty charges for changes. Trip packages may require an overnight stay at your expense if your international flight is scheduled early in the morning. We recommend giving yourself a minimum of 3 to 4 hour layover before an international flight.
19. No responsibility is accepted by CruiseBuilder for loss of or damage to baggage or any of the passenger's belongings throughout the duration of the vacation. Passengers are strongly encouraged to not bring valuables such as jewelry and large amounts of cash. Any such valuables should not be left in baggage out of the control of the passenger.
20. CruiseBuilder reserves the right to cancel or reschedule any vacation departure for any reason. If a vacation is canceled prior to departure, CruiseBuilder's only responsibility will be to refund the amount received for the reservation. CruiseBuilder will try to rebook the same vacation with a different departure date, or a similar vacation, but there is no guarantee of availability of offering. For air-inclusive vacations, CruiseBuilder will try to confirm flight schedules for the selected new dates, subject to availability. CruiseBuilder cannot assume responsibility for any additional costs or any fees relating to the issuance and/or cancellation of airfare tickets or other travel arrangements not made through CruiseBuilder.
21. Air carriers, accommodations, and other suppliers (including but not limited to trains, cruises, ferries, motorcoaches, hotels, and restaurants) providing services are independent contractors and are not agents, employees, servants, or joint venturers of the CruiseBuilder or its affiliates. All certificates and other travel documents for services issued by the CruiseBuilder are subject to the Terms & Conditions specified by the supplier, which are available upon request, and to the laws of the countries in which the services are supplied.
22. Some government agencies in foreign countries require CruiseBuilder to collect and pass on in advance of travel certain personal and other details related to you, including but not limited to government-issued identification and passport details. If you fail to supply the details, as requested, fully and accurately, your trip may be interrupted or canceled. There are no refunds for failure to provide documentation or failure to provide documentation by the time required.
23. We will use your personal data secured during your booking or during online check-in to process your booking with our suppliers. These details include your full name, address, date of birth, passport number and expiration date, occupation, credit/debit card information, and any disability, medical conditions, or dietary restrictions disclosed to CruiseBuilder for you and all in your traveling party.
24. It may be necessary to transfer these details to other countries or authorities whose data protection and privacy laws may be different than those of the United States. This may include requirements to pass details to our suppliers as well as certain governments or government-appointed bodies or agencies in the interest of security or because we are obliged to by law. By making a booking with CruiseBuilder, you agree to CruiseBuilder storing, using, and passing on this data to other third parties for reasons as stated above, and hold CruiseBuilder not liable for the usage and protection of that data.
25. In the event of water level problems on stretches of any port, technical problems of any nature, severe weather, flooding, fire, drought, earthquake, explosion, peril of navigation, industrial action, civil unrest, war, government order or act, operational requirements, or any circumstances beyond the reasonable control of CruiseBuilder and its partners, affiliates or suppliers, it may be necessary to operate part or all of the itinerary by substitute port, vessel or motorcoach and hotel accommodation. These circumstances and others are frequently undertaken with little or no advance notice to cruise operators, and can cause CruiseBuilder and its partners, affiliates or suppliers to make changes to the published itinerary or to operate part of the itinerary by substitute ship, motorcoach and hotel accommodation with little to no advance notice. These events are beyond our control, and CruiseBuilder will not be responsible for any loss, expense, or inconvenience caused by reasons of such changes.
26. CruiseBuilder reserves the right to withdraw a tour or any part of it to make such alterations in the itinerary or with the tour inclusions as it deems necessary. Itineraries and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond CruiseBuilder's control. Every effort will be made to operate the tours as planned, but alterations may occur after the final itinerary has been issued. It is your responsibility to keep pace with the group. While reasonable accommodations will be made, if you require a taxi or special transportation because you fall behind, you will be responsible for expenses related to rejoining the group.
27. CruiseBuilder assumes no liability for any loss, damage, or injury of any nature in whole or in part resulting from an Act of God or any other force majeure condition, including without limitation: fire, volcanic eruption, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or

disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by CruiseBuilder that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the event that any of these conditions apply, CruiseBuilder shall be excused, discharged, and released from performance to the extent such performance is so limited or prevented, without liability of any kind.

28. Under the Secure Flight Program enacted by the U.S. Department of Homeland Security, the Transportation Security Administration (TSA) requires airlines to collect information from you for the purposes of Watch List matching. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. At the time of booking a vacation with flight reservations, CruiseBuilder will collect the required information and add to your air booking to pass to the airline(s) for the Secure Flight Program. The information includes full name, date of birth, gender, and redress number (if available). Failure to provide the required TSA information at time of booking will result in the loss of confirmed flights and airfare price, as information is required for ticketing. Rebooking lost airfare is subject to schedule availability at time of rebooking and may result in alternate flight schedules and/or increases in airfare price. Any increase in airfare price is payable by you.
29. It is your responsibility to verify all visa and passport requirements necessary for your vacation. You are responsible for obtaining independently and paying for all visas and entry documents, for meeting all health and other requirements, and for any documents required by the laws, regulations, orders, and/or requirements of the countries you will visit. CruiseBuilder cannot accept liability for any passenger refused entry on any transport or into any country due to failure of the passenger to carry correct documentation or adhere to specific entry and exit requirements. All visa information listed on the website, in documents, or in the brochure is for U.S. citizens only. Non-U.S. citizens must consult with appropriate consulates to determine if any visas or other documents are needed.
30. You must have a passport to travel internationally. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip. It is recommended you have a minimum of three blank pages in your passport when traveling. Multiple-entry visas are required for some vacations. The process of obtaining a visa and/or passport can take up to three months or more. Non U.S. Citizens: All information provided below pertains to U.S. passport holders only. Non-U.S. Citizens should check with the appropriate foreign consular representative.
31. Sea Cruise Passengers: Passengers on sea cruises should check carefully the requirements for each country to be visited on their sailing itinerary. Passengers without the correct documentation may be denied boarding at time of embarkation. Passengers may contact their sea cruise line directly for information but remain responsible to obtain any necessary visas.
32. Passengers registering for a vacation package accept the responsibility for being in good health and able to walk and travel on the cruise and/or land tours. Because many of the sites visited on shore excursions and land tours are not accessible to the physically challenged, those needing oxygen, wheelchairs, or other ambulatory assistance will find the cruise extremely limiting to their experiences.
33. Passengers traveling with others on different reservations must request a desire to have adjacent travel itineraries at the time of booking, even when booking the same travel package. This relates adjacency with flights, cruise cabins, accommodations, buses, etc. CruiseBuilder will work to accommodate these requests but provides no guarantee on adjacency requests of separate reservations.
34. Travelers Who Need Special Assistance On Tours and/or Cruises:  
You must report any disability requiring special attention while on tour or on cruise to CruiseBuilder or its affiliates, at the time the reservation is made. CruiseBuilder or its affiliates, will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor responsible for any denial of services by air carriers, hotels, restaurants, or other independent suppliers. CruiseBuilder or its affiliates, cannot provide individual assistance to a vacation participant for walking, dining, getting on and off motorcoaches, cruise ships and other vehicles, or other personal needs. CruiseBuilder or its affiliates, strongly recommends a qualified and physically able companion must accompany travelers who need such assistance. All travelers with CruiseBuilder or its affiliates, are subject to the participation clause above.

Not all sightseeing stops/sites accommodate wheelchairs and some locations and sightseeing activities require extensive standing, sitting or walking, sometimes on unpaved or cobblestone streets. CruiseBuilder or its affiliates, is not responsible for any missed activities due to a participant's inability to participate with the group. The Americans with Disabilities Act is only applicable within the United States and facilities for disabled individuals are limited outside its borders. Most transportation services, including the touring motorcoaches and cruise ships, are not equipped with wheelchair ramps. Motorized scooters are not typically suitable on international tours. With prior permission and waivers, we will attempt to accommodate motorized scooters on domestic vacations, depending on the suitability of the itinerary.

Although some of the ships have elevators, many of the small ships (e.g., river cruise vessels) do not. Passengers requiring ship elevators should inquire before making reservations. Additionally, most stateroom doors and restrooms are not wide enough to allow access by standard wheelchairs, and bathrooms and other doorways may be fitted with coamings. For safety reasons, passengers in wheelchairs cannot be carried on ramps in ports where the ship is at anchor.

35. CruiseBuilder is not liable for any negligent or willful act or failure to act of any travel service provider or of any affiliate, supplier, partner or other third party. In addition and without limitation, CruiseBuilder is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, illness, disease, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart on time. Also be advised that certain foreign facilities such as air-conditioning systems in public places, hotels and motor coaches may not be up to U.S. standards. If due to weather, flight schedules or other uncontrollable factors you are required to spend additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner's risk. You may see the name CruiseBuilder affixed to motor vehicles, on signs around the hotel

or elsewhere. This use of our name is purely for reasons of identification and does not denote ownership, supervision, or control by CruiseBuilder in any way. The prices of these tours are based on rates in effect (including foreign exchange rates) at the time of printing and are subject to change without notice. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. You specifically agree that CruiseBuilder is not liable for any consequential loss or damage.

36. Should the planned and/or advertised host/educator/headliner/celebrity not be able to travel on the tour/cruise due to sickness, injury, hospitalization, death, etc., CruiseBuilder or its affiliates, reserves the right to select and replace the host/educator/headliner/celebrity and to continue the trip itinerary as planned and is not liable to its clients/passengers for compensation or refund of the trip for this change under any circumstance.
37. The following cruise lines require that all passengers in a cabin are 21 or older or that at least one person in the cabin is 25 or older:

Carnival, Costa and Windstar Cruises.

For Carnival and Windstar, an exception may be made for underage married couples, as long as they are both 18. For Costa, an exception may be made for underage married couples, as long as they are both 21. These couples may be asked to show proof of their marriage. This exception is based on individual cruise line policy and should be confirmed by your agent. Carnival also makes exceptions for qualified U.S. Military personnel who are at least 18 years of age. Proof of military eligibility will be needed when booking, as well as the appropriate verification documents at embarkation. Carnival and Costa guests between the ages of 18 and 21 on a booking may have their own cabin, only if the booking is cross-referenced with the adult relative or guardian's stateroom. Your age on the date of sailing is generally considered your age for the length of the cruise.

38. Pregnant women are allowed to sail only if pregnant for 24 completed weeks or less on the date of cruise disembarkation. All women must provide a physician's letter stating the estimated date of delivery and that the mother and baby are in good health and fit to travel and the pregnancy is not at risk. Infants: Minimum age is 12 months for trans-ocean crossings, World cruises and cruises 15 days or longer; minimum age is 6 months for all other sailings. Costa does not allow infants (children under the age of 2) to be booked in inside categories. Infants must be booked in an Oceanview or higher with a true cabin assignment, not a guarantee. Only these higher categories can accommodate a baby cot. They have a limited number of baby cots onboard, and clients cannot bring on their own play pens or cribs.
39. CruiseBuilder.com is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section. You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Website, any dealings with our customer service agents, any services or products provided, any representations made by us, or our Privacy Policy ("Claims") by contacting CruiseBuilder.com Customer Support. If we are not able to resolve your Claims within 60 days, you agree to attempt mediation, and if unsuccessful, you may seek relief through arbitration or in small claims court, as set forth below. Any and all Claims will be resolved by binding arbitration, rather than in court, except you may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us, travel suppliers, or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms and Conditions, regardless of whether prior versions of the Terms and Conditions required arbitration. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Terms and Conditions as a court would. Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Consumer Rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this section. If your total Claims seek less than \$10,000, we will reimburse you for filing fees you pay to the AAA and will pay arbitrator's fees. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state where you live or at another mutually agreed location. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to "CruiseBuilder.com Legal: Arbitration Claim Manager," at Project Neptune LLC., 98 West Main Street, Lehi, Utah 84043. If we request arbitration against you, we will give you notice at the email address or street address you have provided. The AAA's rules and filing instructions are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. The Federal Arbitration Act and federal arbitration law apply to this agreement. An arbitration decision may be confirmed by any court with competent jurisdiction.



**ELECTRONICALLY FILED**  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Nov-10 15:21:07  
04CV-23-2996  
C19WD06 : 6 Pages

# **EXHIBIT F**

# Terms and Conditions

WITH GLENN BECK

[HOME](#)   [ITINERARY](#)   [YOUR HOSTS](#)   [PORTS](#)   [THE SHIP](#)   [PRICING](#)   [FAQ](#)   [ABOUT US](#)

6/5/2020

## Contract Terms & Conditions

Updated 06/05/2020

1. The purchase/payment of any travel services offered by Project Neptune, LLC., authorized to do business as CruiseBuilder, (herein after "CruiseBuilder"), constitutes a contractual arrangement between the Passenger ("you") and CruiseBuilder, and represents your acceptance of the CruiseBuilder Terms & Conditions. You must be at least 18 years of age to make a booking. As the lead passenger, you accept, and confirm you have authority and consent to accept, these CruiseBuilder Terms & Conditions for yourself and all members of your traveling party.
2. Terms & Conditions are accurate at time of booking and are subject to change.
3. Payment of the deposit indicates you have read and accepted these Terms & Conditions. Your booking is not confirmed until the deposit is processed by CruiseBuilder.
4. After the initial deposit, an additional payment may be required 30 - 45 days from the date of booking. In addition, some cruise and air packages will require a payment schedule as indicated during the booking process and outlined in your confirmation email. Failure to make scheduled payments can result in additional fees and/or cancellation.
5. Final payment for your vacation is due 100 days prior to departure date unless stated otherwise in your booking confirmation email. Within the final payment date, payment in full is required at time of booking to reserve space. Reservations (land, cruise, and air) are canceled if final payment is not received by the due date.
6. You are responsible for verifying that everything on your reservation documents is accurate and complete, including dates of travel, and options selected. CruiseBuilder cannot accept responsibility if we are not notified of inaccuracies within 5 days of sending out the invoice. Passport Information Verification must be completed via DocuSign. After Passport Information Verification completion, name changes are subject to fees and penalties. Passport information Verification must be completed within 7 days of booking or your reservation may be subject to additional fees and/or cancellation. In the case of billing errors, CruiseBuilder reserves the right to re-invoice you with correct pricing.
7. CruiseBuilder accepts checks, money orders, Visa, MasterCard, Discover/Novus, and American Express. You authorize CruiseBuilder to charge the credit card you provide for payment plans and charges associated with your reservation.

9. Change or travel deviation requests must be requested and confirmed within 30 days of your reservation purchase. In the event that a change request is not confirmed during this period, CruiseBuilder will make travel arrangements to match the original trip package. If the reservation purchase is within 60 days of travel, all requests must be confirmed within 24 hours of the time of purchase. Otherwise, CruiseBuilder will make travel arrangements according to the trip package.

10. Cancellation fees may also apply to any additional services, including extra night accommodations, independently supplied services, and optional excursions reserved prior to, during, and after the tour. If flight changes, including but not limited to flight cancellations or name changes, are requested after cruise and air deposits are received, revision fees, change fees, or airline cancellation fees will apply. In many instances, airline revision or change fees can be up to or exceed \$300, but in some instances may be up to 100% of the ticket price. Cancellation penalties will be quoted at time of cancellation.

11. Optional travel insurance is available to provide coverage for your travel arrangements. A travel insurance plan can help cover your vacation investment, offset expenses from travel mishaps and provide you with emergency travel assistance.

12. Air carriers used by CruiseBuilder for travel are independent operators and are not owned, managed, or operated by CruiseBuilder. Your airline ticket is a contract between you and the air carrier only, even if you purchase through CruiseBuilder. By purchasing your air services through CruiseBuilder, you waive all liability for CruiseBuilder for such air services.

13. Our package prices include Economy Light fares, and whenever an upgrade is available at no additional cost we will try to select that option for our passengers. Seat Selection, Meals, and Luggage expenses are excluded items from our packages and will be the passenger's responsibility. Quotes for flight upgrades are valid for 24 hours and are subject to change, air carrier availability, and completion of the Passport Information Verification form. All flight upgrades will require an additional deposit.

14. CruiseBuilder is not responsible if an airline cancels, reschedules, or delays a flight for any reason. In addition, CruiseBuilder is not responsible for missed connections due to an airline canceling, rescheduling, or delaying a flight. If you purchased airfare through CruiseBuilder, we will try to assist in making new arrangements. Additional costs often apply and, in some cases, may require the purchase of a new ticket your expense.

15. It is your responsibility to check the status of your flight prior to departure. CruiseBuilder is not responsible if an airline cancels, reschedules, or delays a flight for any reason.

16. If you miss your departure flight or connection, it is your responsibility to work with the airline on which you are ticketed to reach your destination. No refunds will be provided by CruiseBuilder for portions of trips missed due to canceled, rescheduled, or delayed flights after airport check-in, nor is CruiseBuilder responsible for any additional expenses you may incur prior to joining your trip if you miss your departure flight or flight connection.

17. For airfare purchased through CruiseBuilder, if any flight schedule requires an overnight stay in a gateway city, CruiseBuilder can assist you with hotel reservations; however, the cost of the overnight stay (including but not limited to hotel and meals) is your expense. Air routings are subject to availability. Routings are not guaranteed and are subject to change at any time.

18. If you make your own flight arrangements, CruiseBuilder, Project Neptune or its affiliates, or its airline booking agent will not be responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates. We recommend that you do not purchase airline tickets with high penalty charges for changes. Trip packages may require an overnight stay at your expense if your international flight is scheduled early in the morning. We recommend giving yourself a minimum of 3 to 4 hour layover before an international flight. 19. No responsibility is accepted by CruiseBuilder for loss of or damage to baggage or any of the passenger's belongings throughout the duration of the vacation. Passengers are strongly encouraged to not bring valuables such as jewelry and large amounts of cash. Any such valuables should not be left in baggage out of the control of the passenger.

20. CruiseBuilder reserves the right to cancel or reschedule any vacation departure for any reason. If a vacation is canceled by CruiseBuilder prior to departure, CruiseBuilder's only responsibility will be to refund any unused funds from the reservation payments and any amounts refunded back from other travel vendors used in connection with the vacation package less the initial deposit. CruiseBuilder will try to rebook the same vacation with a different departure date, or a similar vacation, but there is no guarantee of availability of offering. For air-inclusive vacations, CruiseBuilder will try to confirm flight schedules for the selected new dates, subject to availability. CruiseBuilder cannot assume responsibility for any additional costs or any fees relating to the issuance and/or cancellation of airfare tickets or other travel arrangements not made through CruiseBuilder. Any additional cost related to the rescheduling of a vacation will be at your expense, including but not limited to hotels, airfare, transportation services, etc.

21. Air carriers, accommodations, and other suppliers (including but not limited to trains, cruises, ferries, motorcoaches, hotels, and restaurants) providing services are independent contractors and are not agents, employees, servants, or joint venturers of the CruiseBuilder or its affiliates. All certificates and other travel documents for services issued by the CruiseBuilder are subject to the Terms & Conditions specified by the supplier, which are available upon request, and to the laws of the countries in which the services are supplied.

22. Some government agencies in foreign countries require CruiseBuilder to collect and pass on in advance of travel certain personal and other details related to you, including but not limited to government-issued identification and passport details. If you fail to supply the details, as requested, fully and accurately, your trip may be interrupted or canceled. There are no refunds for failure to provide documentation or failure to provide documentation by the time required.

23. We will use your personal data secured during your booking or during online check-in to process your booking with our suppliers. These details include your full name, address, date of birth, passport number and expiration date, occupation, credit/debit card information, and any disability, medical conditions, or dietary restrictions disclosed to CruiseBuilder for you and all in your traveling party.

24. It may be necessary to transfer these details to other countries or authorities whose data protection and privacy laws may be different than those of the United States. This may include requirements to pass details to our suppliers as well as certain governments or government-appointed bodies or agencies in the interest of security or because we are obliged to by law. By making a booking with CruiseBuilder, you agree to CruiseBuilder storing, using, and passing on this data to other third parties for reasons as stated above, and hold CruiseBuilder not liable for the usage and protection of that data.

25. In the event of water level problems on stretches of any port, technical problems of any nature, severe weather, flooding, fire, drought, earthquake, explosion, peril of navigation, industrial action, civil unrest, war, government order or act, operational requirements, or any circumstances beyond the reasonable control of CruiseBuilder and its partners, affiliates or suppliers, it may be necessary to operate part or all of the itinerary by substitute port, vessel or motorcoach and hotel accommodation. These circumstances and others are frequently undertaken with little or no advance notice to cruise operators, and can cause CruiseBuilder and its partners, affiliates or suppliers to make changes to the published itinerary or to operate part of the itinerary by substitute ship, motorcoach and hotel accommodation with little to no advance notice. These events are beyond our control, and CruiseBuilder will not be responsible for any loss, expense, or inconvenience caused by reasons of such changes.

26. CruiseBuilder reserves the right to withdraw a tour or any part of it to make such alterations in the itinerary or with the tour inclusions as it deems necessary. Itineraries and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond CruiseBuilder's control. Every effort will be made to operate the tours as planned, but alterations may occur after the final itinerary has been issued. It is your responsibility to keep pace with

27. CruiseBuilder assumes no liability for any loss, damage, or entry of any nature in whole or in part resulting from an Act of God or any other force majeure condition, including without limitation: fire, volcanic eruption, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by CruiseBuilder that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the event that any of these conditions apply, CruiseBuilder shall be excused, discharged, and released from performance to the extent such performance is so limited or prevented, without liability of any kind.

28. Under the Secure Flight Program enacted by the U.S. Department of Homeland Security, the Transportation Security Administration (TSA) requires airlines to collect information from you for the purposes of Watch List matching. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. At the time of booking a vacation with flight reservations, CruiseBuilder will collect the required information and add to your air booking to pass to the airline(s) for the Secure Flight Program. The information includes full name, date of birth, gender, and address number (if available). Failure to provide the required TSA information at time of booking will result in the loss of confirmed flights and airfare price, as information is required for ticketing. Rebooking lost airfare is subject to schedule availability at time of rebooking and may result in alternate flight schedules and/or increases in airfare price. Any increase in airfare price is payable by you.

29. It is your responsibility to verify all visa and passport requirements necessary for your vacation. You are responsible for obtaining independently and paying for all visas and entry documents, for meeting all health and other requirements, and for any documents required by the laws, regulations, orders, and/or requirements of the countries you will visit. CruiseBuilder cannot accept liability for any passenger refused entry on any transport or into any country due to failure of the passenger to carry correct documentation or adhere to specific entry and exit requirements. All visa information listed on the website, in documents, or in the brochure is for U.S. citizens only. Non-U.S. citizens must consult with appropriate consulates to determine if any visas or other documents are needed.

30. You must have a passport to travel internationally. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip. It is recommended you have a minimum of three blank pages in your passport when traveling. Multiple-entry visas are required for some vacations. The process of obtaining a visa and/or passport can take up to three months or more. Non U.S. Citizens: All information provided below pertains to U.S. passport holders only. Non-U.S. Citizens should check with the appropriate foreign consular representative.

31. Sea Cruise Passengers: Passengers on sea cruises should check carefully the requirements for each country to be visited on their sailing itinerary. Passengers without the correct documentation may be denied boarding at time of embarkation. Passengers may contact their sea cruise line directly for information but remain responsible to obtain any necessary visas.

32. Passengers registering for a vacation package accept the responsibility for being in good health and able to walk and travel on the cruise and/or land tours. Because many of the sites visited on shore excursions and land tours are not accessible to the physically challenged, those needing oxygen, wheelchairs, or other ambulatory assistance will find the cruise extremely limiting to their experiences.

33. Passengers traveling with others on different reservations must request a desire to have adjacent travel itineraries at the time of booking, even when booking the same travel package. This relates adjacency with flights, cruise cabins, accommodations, buses, etc. CruiseBuilder will work to accommodate these requests but provides no guarantee on adjacency requests of separate reservations.

34. Travelers Who Need Special Assistance On Tours and/or Cruises: You must report any disability requiring special attention while on tour or on cruise to CruiseBuilder or its affiliates, at the time the reservation is made. CruiseBuilder or its affiliates, will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor responsible for any denial of services by air carriers, hotels, restaurants, or other independent suppliers. CruiseBuilder or its affiliates, cannot provide individual assistance to a vacation participant for walking, dining, getting on and off motorcoaches, cruise ships and other vehicles, or other personal needs. CruiseBuilder or its affiliates, strongly recommends a qualified and physically able companion must accompany travelers who need such assistance. All travelers with CruiseBuilder or its affiliates, are subject to the participation clause above.

Not all sightseeing stops/sites accommodate wheelchairs and some locations and sightseeing activities require extensive standing, sitting or walking, sometimes on unpaved or cobblestone streets. CruiseBuilder or its affiliates, is not responsible for any missed activities due to a participant's inability to participate with the group. The Americans with Disabilities Act is only applicable within the United States and facilities for disabled individuals are limited outside its borders. Most transportation services, including the touring motorcoaches and cruise ships, are not equipped with wheelchair ramps. Motorized scooters are not typically suitable on international tours. With prior permission and waivers, we will attempt to accommodate motorized scooters on domestic vacations, depending on the suitability of the itinerary.

Although some of the ships have elevators, many of the small ships (e.g., river cruise vessels) do not. Passengers requiring ship elevators should inquire before making reservations. Additionally, most stateroom doors and restrooms are not wide enough to allow access by standard wheelchairs, and bathrooms and other doorways may be fitted with coamings. For safety reasons, passengers in wheelchairs cannot be carried on ramps in ports where the ship is at anchor.

35. CruiseBuilder is not liable for any negligent or willful act or failure to act of any travel service provider or of any affiliate, supplier, partner or other third party. In addition and without limitation, CruiseBuilder is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, illness, disease, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart on time. Also be advised that certain foreign facilities

such as air-conditioning systems in public places, hotels and motor coaches may not be up to U.S. standards. If due to weather, flight schedules or other uncontrollable factors you are required to spend additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner's risk. You may see the name CruiseBuilder affixed to motor vehicles, on signs around the hotel or elsewhere. This use of our name is purely for reasons of identification and does not denote ownership, supervision, or control by CruiseBuilder in any way. The prices of these tours are based on rates in effect (including foreign exchange rates) at the time of printing and are subject to change without notice. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. You specifically agree that CruiseBuilder is not liable for any consequential loss or damage.

36. Should the planned and/or advertised host/educator/headliner/celebrity not be able to travel on the tour/cruise due to sickness, injury, hospitalization, death, etc., CruiseBuilder or its affiliates, reserves the right to select and replace the host/educator/headliner/celebrity and to continue the trip itinerary as planned and is not liable to its clients/passengers for compensation or refund of the trip for this change under any circumstance.

37. The following cruise lines require that all passengers in a cabin are 21 or older or that at least one person in the cabin is 25 or older:

For Carnival and Windstar, an exception may be made for underage married couples, as long as they are both 18. For Costa, an exception may be made for underage married couples, as long as they are both 21. These couples may be asked to show proof of their marriage. This exception is based on individual cruise line policy and should be confirmed by your agent. Carnival also makes exceptions for qualified U.S. Military personnel who are at least 18 years of age. Proof of military eligibility will be needed when booking, as well as the appropriate verification documents at embarkation. Carnival and Costa guests between the ages of 18 and 21 on a booking may have their own cabin, only if the booking is cross-referenced with the adult relative or guardian's stateroom. Your age on the date of sailing is generally considered your age for the length of the cruise.

38. Pregnant women are allowed to sail only if pregnant for 24 completed weeks or less on the date of cruise disembarkation. All women must provide a physician's letter stating the estimated date of delivery and that the mother and baby are in good health and fit to travel and the pregnancy is not at risk. Infants: Minimum age is 12 months for trans-ocean crossings, World cruises and cruises 15 days or longer; minimum age is 6 months for all other sailings. Costa does not allow infants (children under the age of 2) to be booked in inside categories. Infants must be booked in an Oceanview or higher with a true cabin assignment, not a guarantee. Only these higher categories can accommodate a baby cot. They have a limited number of baby cots onboard, and clients cannot bring on their own play pens or cribs.

39. CruiseBuilder.com is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section. You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Website, any dealings with our customer service agents, any services or products provided, any representations made by us, or our Privacy Policy ("Claims") by contacting CruiseBuilder.com Customer Support. If we are not able to resolve your Claims within 60 days, you agree to attempt mediation, and if unsuccessful, you may seek relief through arbitration or in small claims court, as set forth below. All claims and legal matters must be filed in Salt Lake County or Utah County in the state of Utah. Any and all Claims will be resolved by binding arbitration, rather than in court, except you may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us, travel suppliers, or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms and Conditions, regardless of whether prior versions of the Terms and Conditions required arbitration. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Terms and Conditions as a court would. Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Consumer Rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this section. If your total Claims seek less than \$10,000, we will reimburse you for filing fees you pay to the AAA and will pay arbitrator's fees. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state of Utah or at another mutually agreed location. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to "CruiseBuilder.com Legal: Arbitration Claim Manager," at Project Neptune LLC., 4700 W Daybreak Parkway #150, South Jordan Utah 84009. If we request arbitration against you, we will give you notice at the email address or street address you have provided. The AAA's rules and filing instructions are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. The Federal Arbitration Act and federal arbitration law apply to this agreement. An arbitration decision may be confirmed by any court with competent jurisdiction.

**Bring your kids & grandkids for a legacy of learning...**

**Or**


**Call: 800-328-5967**

©2019 CruiseBuilder. All rights reserved.

[Terms and Conditions](#) | [Contact Us](#) | 800-328-5967

**ELECTRONICALLY FILED**  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Nov-10 15:21:07  
04CV-23-2996  
C19WD06 : 4 Pages

# **EXHIBIT G**

**From:** Chip Garritty [REDACTED]   
**Subject:** Fwd: refund request  
**Date:** March 9, 2023 at 9:01 AM  
**To:** [REDACTED]



Sent from my iPhone

Begin forwarded message:

**From:** [REDACTED]  
**Date:** March 4, 2023 at 9:21:10 PM CST  
**To:** [REDACTED]  
**Subject:** Fwd: refund request

Begin forwarded message:

**From:** Joey Gorrell <customersupport@vacationbuilder.com>  
**Subject:** Re: refund request  
**Date:** Jan 24, 2022 at 10:32 AM  
**To:** [REDACTED]  
**Reply-To:** [customersupport@cruisebuilder.com](mailto:customersupport@cruisebuilder.com)

Hi Adrian,

We are unable to give you a refund. At the time that the trip was originally set to go we had already paid all the vendors including the cruise line, hotels, transfers, bus companies, tour companies, etc. We did not get refunded from most of those vendors. They did move it to the different dates. When the last one was unable to go they offered credits and not a refund. We are only able to provide the refund options that were sent out previously.

We understand that this is a difficult time but this would be all that we can offer. Please let us know if you have any questions in regards to the credits.

Thank you,

Joey Gorrell  
Customer Support Manager  
801.901.3161 Ext. 0004  
4700 W Daybreak Pkwy Ste 150  
South Jordan, UT 84009



# VacationBuilder

*Confidentiality Notice: The information contained in this email and any attachments to it may be legally privileged and include confidential information intended only for the recipient(s) identified above. If you are not one of those intended recipients, you are hereby notified that any dissemination, distribution or copying of this email or its attachments is strictly prohibited. If you have received this email in error, please notify the sender of that fact by return email and permanently delete the email and any attachments to it immediately. Please do not retain, copy or use this email or its attachments for any purpose, nor disclose all or any part of its contents to any other person.*

On January 23, 2022, 7:25 PM MST [REDACTED] wrote:

Dear Cruisebuilder,

As were many I'm sure, we were very disappointed that the cruise had to be canceled. These are uncertain times and uncharted waters and no one could have predicted how things would proceed.



I am in receipt of the options that your company is offering to the Cruise Through History with Glenn Beck guests. In the past, if a guest canceled it would be perfectly reasonable to offer a "credit" for a future cruise. However, no one was aware of the events that would alter the world these last 2+ years. As times have changed, so must our business practices. Everyone is struggling – businesses, families countries. This cruise was paid in full to you on 11/25/2019 in the amount of \$25616.00. I requested a refund as myself and family no longer have the ability to afford such a vacation at this time.

I am requesting again that we come to a final agreement with each other to refund these monies (requesting cruise and land arrangements in full). If we cannot, I will be seeking legal counsel in order to acquire my money back for a trip that cannot be completed by myself and family. I would like a response to this matter within 10 days of receipt. I have understood your plea up to this point, however to keep AMOUNT of someone's hard earned money is out of the question.

Also, let it not be forgotten that we were going a cruise to explore Jesus' path through Jerusalem. This was a Christian cruise with Christian values at its very core. No one associated with this cruise had any intentions on backing out because it was something we all believe in and looked forward to. Do not let this change in times and the world alter your view of how you should do business.

The right thing to do is refund the money.

Respectfully,  
Adrian Thomas Garritty

*Confidentiality Notice: The information contained in this email and any attachments to it may be legally privileged and include confidential information intended only for the recipient(s) identified above. If you are not one of those intended recipients, you are hereby notified that any dissemination, distribution or copying of this email or its attachments is strictly prohibited. If you have received this email in error, please notify the sender of that fact by return email and permanently delete the email and any attachments to it immediately. Please do not retain, copy or use this email or its attachments for any purpose, nor disclose all or any part of its contents to any other person.*

**ELECTRONICALLY FILED**  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Nov-10 15:21:07  
04CV-23-2996  
C19WD06 : 2 Pages

# **EXHIBIT H**

Gmail - Glenn Beck Cruise reservation #4858

https://mail.google.com/mail/u/0?ik=b0fe5f78a8&view=pt&searc



**Glenn Beck Cruise reservation #4858**

1 message



Sat, Mar 27, 2021 at 12:08 PM

To: Joey Gorrell <customersupport@cruisebuilder.com>

**Lufthansa Refund Reservation #4858**

Inbox



gmail.com>

11:25 AM (32 minutes ago)

to customersupport



--1st E-Ticket number: 2207451785017: 2nd E-Ticket number: 1903--Confirmation number: ULHDTF

--1st E-Ticket number: 2207451785019: 2nd E-Ticket number: 1903---Confirmation number: ULHDTF

We have been informed by Lufthansa Airlines that these tickets were refunded March 11, 2020. The refund went back to the original card provided when they were booked. That was a Mastercard. You keep telling us that none of the vendors have returned our money to you, but our ticked money was refunded to you and you have never notified us of this transaction.

The dates in May and October 2021 will not work for us due to my medical condition We want our \$1455.03 USD refunded to us NOW! This getting ridiculous and is very unethical! We are not going to sign our cruise package over to Cruise Builders to TRY and sell for as no one we know that has done that has had any money returned to them.

The Cruise we signed up for in May 2019 is not the same cruise you are offering in October 2021. Some of the speakers it looks like will not be able to sail in October. We are very disappointed in the way things have been handled and the way Cruise Builders has responded or not responded at all.



**ELECTRONICALLY FILED**  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Nov-10 15:21:07  
04CV-23-2996  
C19WD06 : 2 Pages

# **EXHIBIT I**

**Payscale**

- LEO Pay Scale
- LEO Agencies
- LEO Pay Calculator
- Senior Executive Service**
- SES Pay Scale
- SES Pay Calculator
- Military Payscale**
- Military Basic Pay
- Military BAH, BAS
- Military Raise History
- Military Pay Calculator
- Miscellaneous**
- Federal Employee Lookup
- Government Job Search
- Articles and News
- Per Diem Rates
- Federal Holidays
- Federal Departments

406 [Follow](#) [Share](#) 0

**Data Source:**  
U.S. Office of Personnel Management | OPM.GOV



☆ UT ☆

**Project Neptune LLC**  
**Entity:** Limited Liability Company (LLC)  
**Industry:** Travel Agencies  
**Location:** South Jordan, UT

[Tweet This](#) • [Search All PPP Data](#)

Project Neptune LLC is a limited liability company (LLC) located at 4700 W Daybreak Pkwy Ste 150 in South Jordan, Utah that received a Coronavirus-related PPP loan from the SBA of \$435,500.00 in February, 2021.

### Court Record: 4 Sources Found

Updated: 2023.

[ReviewPublicRecords](#)

[Open](#)

### PPP Loan Information

Loan #1516908507

|                   |                       |                       |                          |                         |
|-------------------|-----------------------|-----------------------|--------------------------|-------------------------|
| <b>Loan Size:</b> | <b>Jobs Retained:</b> | <b>Loan Approved:</b> | <b>Loan Status:</b>      | <b>Lender:</b>          |
| \$435,500         | 40                    | 2021-02-19            | Paid in Full or Forgiven | Celtic Bank Corporation |

**Project Neptune LLC** in South Jordan, UT received a Paycheck Protection Loan of \$435,500 through Celtic Bank Corporation, which was approved in February, 2021.

This loan's status is reported by the SBA as "Paid in Full", which includes both loans repaid and those fully forgiven from repayment under PPP guidelines. The loan's status was last updated by the SBA in August, 2022.

### Court Record: 4 Sources Found

Updated: 2023.

[ReviewPublicRecords](#)

[Open](#)

**ELECTRONICALLY FILED**  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Nov-10 15:21:07  
04CV-23-2996  
C19WD06 : 4 Pages

# **EXHIBIT J**



**From:** Chip Garrity [REDACTED]  
**Subject:** Fwd: Trip cancelation  
**Date:** March 9, 2023 at 9:26 AM  
**To:** [REDACTED]

Sent from my iPhone

Begin forwarded message:

**From:** Chip Garrity [REDACTED]  
**Date:** March 4, 2023 at 10:41:57 PM CST  
**To:** [REDACTED]  
**Subject:** Fwd: Trip cancelation

Final trip cancellation

Begin forwarded message:

**From:** CruiseBuilder <support@cruisebuilder.com>  
**Subject:** Trip cancelation  
**Date:** Feb 23, 2023 at 2:50 PM  
**To:** [REDACTED]

2019-07-17

Dear Adrian,

In recent months, CruiseBuilder has faced significant financial pressure due to inflation and related increased costs for travel services. These inflationary market conditions, which are in addition to lingering impacts of COVID-related restrictions, have made it impossible for CruiseBuilder to go forward with your scheduled cruise. Unfortunately given these circumstances, CruiseBuilder has no choice but to cancel your trip.

CruiseBuilder is currently evaluating options if it could offer travel opportunities. If we are able to offer travel opportunities in the future, we will notify you of how you may be able to use your credits on any future travel packages.

We are very sorry that market conditions have forced us to cancel your trip and apologize for any inconvenience this may cause. We sincerely hope to find a way that you can use your travel credits in the future and will notify you as soon as any may be available. In the meantime, if you have any questions, please email us at [support@cruisebuilder.com](mailto:support@cruisebuilder.com).

Sincerely,

CruiseBuilder

CruiseBuilder is part of the VacationBuilder family.

Monday-Friday, 9am-5:30pm (MT)

[support@cruisebuilder.com](mailto:support@cruisebuilder.com)

VacationBuilder, 3731 W. 10400 South Ste. 102-417, South Jordan, UT, 801-901-3161



\_\_\_\_\_

**ELECTRONICALLY FILED**  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Nov-10 15:21:07  
04CV-23-2996  
C19WD06 : 18 Pages

# **EXHIBIT K**

---

POLITICS • CORONAVIRUS

# People Spent Thousands To Go On A Cruise With Glenn Beck. Now They Can't Get Their Money Back.

Customers and conservative media fans have spent months in limbo after a planned "Cruise Thru History" was scuttled by the coronavirus.



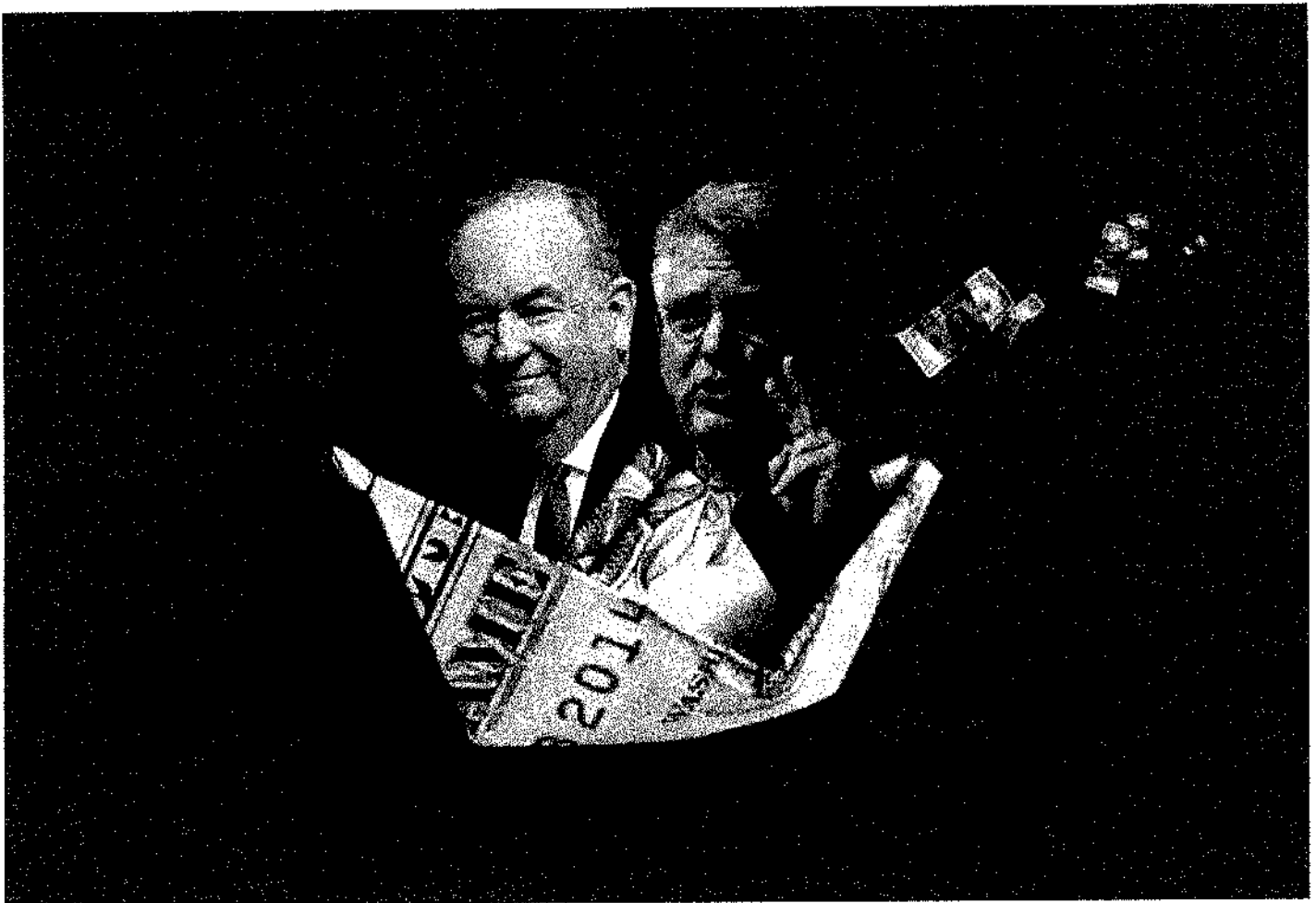
**Rosie Gray**  
BuzzFeed News Reporter

Updated on June 27, 2020 at 8:56 pm

Posted on June 26, 2020 at 12:48 pm



**View 22 comments**



*Zachary Ares / BuzzFeed News; Getty Images*

Last June, Jeff and Jennifer Welliver heard about a cruise around the Mediterranean to be hosted by conservative radio host Glenn Beck and featuring other right-wing luminaries like Bill O'Reilly. Jeff, 68, a retired pharmacist, and Jennifer, 66, had never been on a cruise before. But they're conservatives, and "this was Glenn Beck— and Bill O'Reilly—sponsored. And we thought it would be nice to be around like-minded people and not have to worry about political conversation or any innuendos."

"This was going to be our big fling," Jeff said. "And then it turned out to be a nightmare."

The Wellivers are among the roughly 2,000 people who registered for Beck's "Cruise

**Thru History” that was scheduled to take place this spring. The cruise was to stop in Italy, Croatia, Israel, and Greece, with tours along the way. “What better way could there be to let your family embrace the faith, culture and values that you cherish than to let them experience it for themselves in the places where it actually happened: Jerusalem, Athens or Venice?” reads the website for the cruise. Guests were to disembark from Venice on March 25, and the cruise would return on April 5. The ship, Costa Cruise Lines’ *Costa Luminosa*, had space for 2,260 guests and “every creature comfort imaginable.” The most basic cabins started at \$5,395 with airfare and going up to \$9,395 for a “Grand Suite.” Guests could pay an extra \$4,999 per person for the “Inner Circle” package with access to a cocktail hour with Beck and other hosts, exclusive onstage access to a show with Beck and O’Reilly, and “2 nights dining with Glenn Beck.”**

ADVERTISEMENT

**But the cruise is now indefinitely postponed because of the coronavirus, and people who booked it say they’ve been unable to get their money back even while other cruise customers around the world have been refunded for virus-impeded trips. Multiple passengers told BuzzFeed News they have begged CruiseBuilder, the Utah-**

based travel agency that handled the bookings, to give them information as far back as February, when the coronavirus outbreak in Italy was becoming severe and as cruise ships were in the news as major vectors of the virus. But they've struggled to get a clear answer on what was to become of the cruise. They've since been left in limbo as the company insists the cruise is not canceled, only postponed to sometime in late fall or next spring — and thus refunds aren't available. A Facebook Group set up by the company to discuss the cruise has become a hotbed of discontent as angry customers have demanded answers. And through it all, Beck has remained almost totally silent about the cruise apart from a short video message in March — until BuzzFeed News reached out to his spokesperson this week.

"My position is that anyone who wants a refund in these uncertain times should receive one, and I've strongly encouraged the cruise line, airlines, and the hotels to accommodate," Beck said in an emailed statement on Thursday. "I look forward to going on this Cruise Through History when the circumstances surrounding this global pandemic allow us to do so."

The Wellivers, who are from Montoursville, Pennsylvania, spent over \$10,000 on their cruise; after weeks of haggling with anyone he could think of, including complaining to the Utah and Pennsylvania attorneys general, the Better Business Bureau, and CruiseBuilder, Jeff finally got the couple's credit card company to give them a temporary credit for the bulk of the expenses, though he said they are awaiting a final ruling. Others are in an even worse position; some couples spent \$20,000 or more on the postponed trip.

Beth Wolak and her husband, Stephen, 67 and 70, from Willow Spring, North Carolina, had fully paid for their cruise by Nov. 30 last year. But when news of the coronavirus made them nervous about what was going to happen with the trip, Beth began emailing the travel agency.



## Trending Articles

[READ MORE](#)

**“We are booked on the Glenn Beck Cruise but are concerned about our safety from the Corona virus,” the Wolaks wrote to CruiseBuilder customer support on Feb. 20. “What have you been instructed to tell customers? What is the time limit to cancel and get full refund if we decide to go that way? Please be honest.”**



Glenn Beck speaking at the Conservative Political Action Conference in National Harbor, Maryland, March 1, 2019.

*Mark Wilson / Getty Images*

A customer support representative replied, saying the company was “taking precautions” and that the trip was moving forward. “I understand your concern, and we are doing everything we can, your trip is important to us. In saying that, you are welcome to cancel but there would be no refund at this time.”

Finally in March, the travel agency announced the trip would be rescheduled. But this wasn’t going to work for the Wolaks; Beth needed back surgery, which she had in April and is still recovering from. On April 27, the Wolaks emailed CruiseBuilder again, asking for a refund. “That money was very hard to save but we were willing to spend on [the] trip of a lifetime but now we need it for medical issues.”



**CruiseBuilder again declined to issue a refund, saying that the money had already been spent on vendors for the cruise. “As of now, we are unable to issue any refunds simply because we have already used the money you paid to pay for everything in your cruise package,” the customer support representative wrote.**

**The Wolaks have now hired a lawyer, who sent a letter to CruiseBuilder demanding their refund within 14 days on June 16.**

**Despite CruiseBuilder’s insistence that the cruise has only been postponed, not canceled, the cruise line itself referred to the situation as a cancellation in an automated email to the Wellivers on March 11. “We write to inform you that due to the cancellation of your cruise, all related optional bookings made on MyCosta have also been canceled,” Costa Cruise Lines wrote.**

ADVERTISEMENT

**In a comment responding to a customer seeking answers on the cruise Facebook Group last week, CruiseBuilder wrote that the company had not received its money back from the cruise line and that it was looking at two potential new dates for the**

**cruise, one in the last quarter of this year and one next spring.**

**In a statement Saturday evening, Cruisebuilder said the company is "evaluating ongoing transportation restrictions and pending port openings with the goal of setting a new departure date within the next two weeks."**

**The company said because the cruise was postponed and not canceled, guests booked on the cruise have not received refunds. "Refund options will be clarified once a date is set," according to the statement.**

**Scott Knutson, vice president of sales and marketing for Costa Cruises North America, said, "Obviously, the COVID-19 pandemic created new and unprecedented challenges that have continued to complicate our efforts to fix an alternative departure date. Cruisebuilder and Costa are working with the relevant authorities and ports to set a replacement date, and we anticipate making an announcement in the coming weeks relative to providing an identical package to the one guests originally purchased."**

**Beck's only public comments on the subject before this week came in a YouTube video shot selfie-style and uploaded on March 6. He sounded apologetic to the cruisers while telling them the trip was being postponed. "I really want to go see the Holy Land and have these experiences and have them with you when we're all relaxed and not freaking out about the coronavirus," he said. Beck has encouraged older Americans to go back to work on his radio show, saying in May, "I would rather have my children stay home and have all of us who are over 50 go in and keep this economy going and working. Even if we all get sick, I'd rather die than kill the country. Because it's not the economy that's dying, it's the country."**

**Beck in the March video thanked CruiseBuilder, which "have been remarkable partners for us" and promised that the cruise organizers would "get back to you next week with all of the details on when this is happening."**

ADVERTISEMENT

O'Reilly did not reply to a request for comment about the trip.

CruiseBuilder is based in South Jordan, Utah, and was launched in 2017. According to a source familiar with the situation who spoke on the condition of anonymity, CruiseBuilder approached Beck to do the cruise. The source also said Beck hadn't yet received any compensation for the cruise.

In a phone call with BuzzFeed News, two CruiseBuilder executives, President Wes Cobos and Jason Burgess, vice president for marketing, confirmed they had been the ones to retain Beck and the other talent for the trip, and the company was now looking at a spring 2021 date.

“Overwhelmingly, the large majority of our guests are super excited about this trip,” Burgess said. But, he added, “we totally understand that there are some who simply won't be able to make the new dates work” and that “options” would be provided to people in that category when the new dates are finalized. He said the “options” would include a refund. The pair said the future cruise would feature the same itinerary as

**the original one.**

**Cobos and Burgess said the cruise had involved dealing with dozens of different vendors in various countries, and “very few of them have offered refunds.” Cobos said some of the vendors had offered travel credits, but because the postponement had taken place within 20 days of the scheduled departure date, they weren’t “contractually obligated to do anything.” He blamed “multiple factors that are beyond our control” for the continuing uncertainty around the dates, adding, “patience is one thing we’ve asked of our customers.”**

**When asked about Beck’s statement that refunds should be offered to anyone who wants one, Cobos said, “We’re an advocate for our customer. That’s why we’ll have options for them that they’ll be able to be reimbursed if they’re unable to make those new dates, and we’ll continue to do that.”**

**Asked if they felt certain that the rescheduled cruise would take place, Burgess said, “We’re excited and looking ahead to 2021, and like the majority of our customers, they’re excited, too. We’re aware of those who are excited to go, and we’re aware of those who have questions and are trying to address those and help those individually.”**

ADVERTISEMENT

The comments piling up on CruiseBuilder's Yelp page, the "Come Sail Away" page on Facebook built for the Beck cruise, the Facebook Group it's hosting for cruisers, and complaints to the Better Business Bureau indicate a different customer experience.

"Why do you refuse to issue a refund," wrote one angry customer, Chris D. Connell, on the "Come Sail Away" Facebook page.

"These people are criminals and are not to be trusted," wrote "Jon M." in a review on CruiseBuilder's Better Business Bureau page in February.

It's unclear how many people are demanding their money back, and there are indications that some interest in the trip continues; apart from the "Glenn Beck Cruise Thru History: Book Club" Facebook Group, which now features weekly complaints from disgruntled passengers, a separate group has sprung up "for only those who are going on Glenn's Cruise. If you have decided you can not go forward and commit to the new dates, please no angry/disrespectful commentary will be allowed. Comments will be deleted and you will be blocked from the page. We want to keep the excitement of the cruise to continue."

Even people who bought travel insurance have found that their policies don't cover this situation, since CruiseBuilder is continuing to say that the trip is not canceled, merely postponed.

Bess Foster and Jon Mabry, 52 and 49, who live just outside the Grand Canyon in Arizona, bought travel insurance through American Express after the news about the coronavirus in February raised doubts about the trip.

Like everyone else, the couple spent weeks in suspense about the status of the trip before learning it was being “rescheduled.”

“It seems like they were very careful to never use the word ‘canceled,’” Foster said. Foster compiled all the information they would need to file a claim through their travel insurance, but the claim was denied because the trip has not been officially canceled. Foster and Mabry spent \$22,000 on their trip.

Nancy Lee Clark, a travel insurance agent who has two customers in this situation, said it was highly unusual that cruise companies would refuse to issue refunds in the current environment.

“It’s extremely unusual right now,” Clark said. “These are older Americans who are just being told, ‘you’re basically out of luck until we feel like doing this.’”

Kelly Stevenson, 39, an author of teen romance novels who lives in the Dallas area with her husband, said that going through CruiseBuilder had been the only way to book the trip. That fact has ended up preventing the couple from getting back the \$13,000 they spent booking the trip; Stevenson spoke with Costa Cruise Lines and was told that although they had issued refunds to people on other cruises, they could not do so for people on Beck’s cruise because they had booked through CruiseBuilder.

ADVERTISEMENT

Stevenson said her and her husband's experience with CruiseBuilder has been "awful." She said they have had to badger the company almost daily with phone calls and emails, only to be either ignored or told they won't be getting a refund — or in one case, she said, mocked for expressing reservations about going to Italy.

"The way we've been treated by this company, and the silence from Glenn Beck, has been beyond disappointing," Stevenson wrote. "When all the cruise lines (and airlines) are offering refunds and Glenn Beck is silent on the matter... it's downright disgusting."

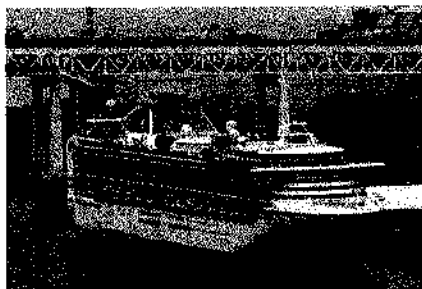
Asked about the Stevensons' experience, CruiseBuilder's Burgess on Friday said, "This is concerning because it is not typical at all. As was mentioned yesterday, our goal is 100% customer satisfaction" and that the company would "look into the matter further."

Even if the cruise does take place in the fall, some who signed up are now wary of getting on a cruise at any point, like Jeff Welliver, who has preexisting conditions that make him especially vulnerable to the virus.

"It is almost laughable to listen to Glenn Beck on the radio right now knowing what I know now," he said. "His crusade for righteousness is the biggest hypocrisy I have ever encountered. He knows what the right thing is to do. It's just a matter of: Is he gonna sacrifice us rather than refund our money?"

---

## **MORE ON CORONAVIRUS AND CRUISES**



## Here's Why The Cruise Ship Quarantine Turned Into Such A Disaster



## Here's How Two Teens Are Dealing With Being Trapped On A Cruise Ship Quarantined For Coronavirus

---

### Topics in this article

People



**Rosie Gray**  
BuzzFeed News Reporter

Contact [Rosie Gray](mailto:rosie.gray@buzzfeed.com) at [rosie.gray@buzzfeed.com](mailto:rosie.gray@buzzfeed.com).

Got a confidential tip? [Submit it here](#)

VIEW 22 COMMENTS



**Here's what Gutter Guards Should Cost You in 2023**

The Actual Cost of Gutter Guards in 2023 May Surprise You

LeafFilter Partner | Sponsored

**2 Cards Charging 0% Interest Until Nearly 2025**

With no annual fee and no interest for 18 months, these cards are helping Americans pay off debt in record time.

CompareCredit.com | Sponsored

**Get Your Free CBD Today!**

Our goal is to empower you to achieve balanced health and wellness using carefully distilled, rigorously tested and quality-assured CBD products

CBDistillery | Sponsored

**Here's The Average Price Of Gutter Protection For Houses In US**

The Actual Cost May Surprise You

LeafFilter Partner | Sponsored

**Dermatologist: If You Have Toenail Fungal Infection Try This Tonight (It's Genius!)**

Healthy Guru | Sponsored

**If Your Dog Eats Dry Food (Most Dog Owners Don't Know This)**

UltimateDogFoodGuide.com | Sponsored

**Thousands of Men Wear These Shoes For Its First Class Comfort**

All day comfort for your feet. Unique high performance running shoe technology meets classic styling. Unlike any other shoes on the market today. Guys, Say Hello to Your New Favorite Casual Dress Shoe—...

Wolf & Shepherd | Sponsored

**Mayo Clinic Doctor Recommends CBD Gummies for Relaxation**

More than 2 million satisfied customers and 49,000 5-Star Reviews. CBDistillery is the best choice for

More than 2 million satisfied customers and 42,000 5-Star Reviews, CBDistillery is the best choice for trusted and effective CBD products. Order Today!

CBDistillery | Sponsored

### **Cardiologists: Overweight? Do This Before Bed**

Healthy Guru | Sponsored

### **These Savings Accounts Are Paying At An All Time High (12% Interest)**

TopAnswersToday | Sponsored

### **Jonah Hill's Ex Sarah Brady Shares More Alleged Text Screenshots**

BuzzFeed News

### **Khloé Kardashian Responds To Dream And Blac Chyna Backlash**

BuzzFeed News

## **Sections**

Arts & Entertainment

Books

Celebrity

Culture & Criticism

Health

.../...

Internet Culture

Investigations

JPG

LGBTQ

Opinion

Politics

Tech

### Company

Support Us

BuzzFeed.com

Privacy Policy

User Agreement

US residents can opt out of "sales" of personal data.

Do not sell or share my personal information

### Follow Us

 Facebook

 Twitter

 Instagram

# BuzzFeed.News

a **BuzzFeed** brand.

**ELECTRONICALLY FILED**  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Nov-10 15:21:07  
04CV-23-2996  
C19WD06 : 6 Pages

# **EXHIBIT L**



# Pricing

HOME

ITINERARY

YOUR HOSTS

PORTS

THE SHIP

PRICING

FAQ

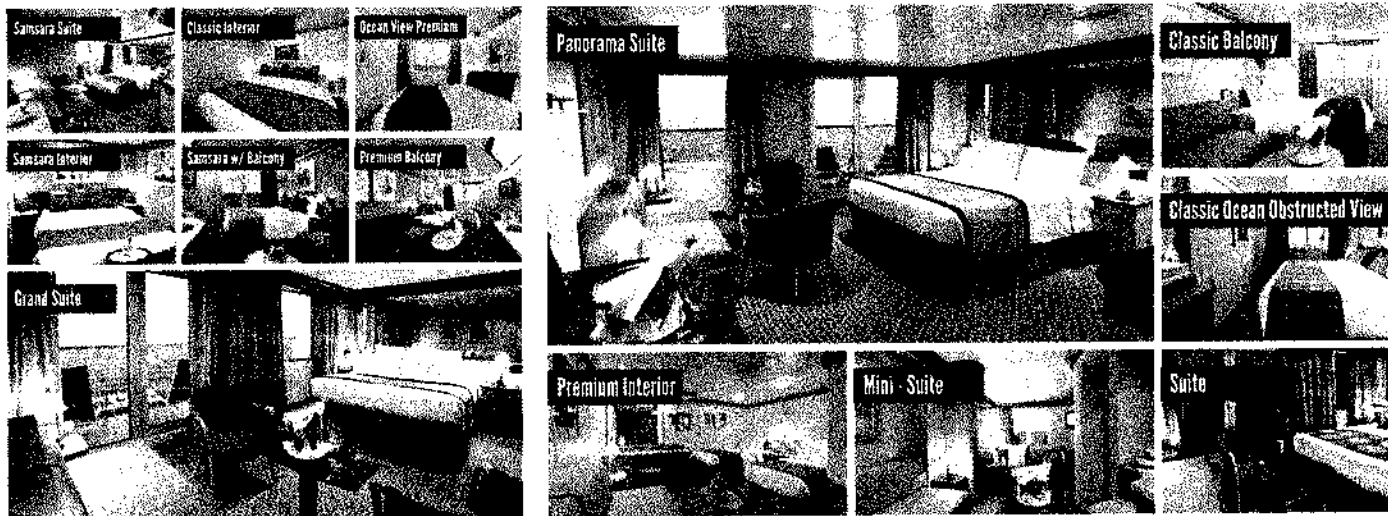
ABOUT US

## *Don't miss this life changing experience with Glenn Beck! Sailing Oct. 27 - Nov. 7, 2021*

(Flights depart either Oct. 25th or 26th returning home Nov. 8th or 9th)

This cruise will energize your **love of freedom, principles of faith, and strengthen your relationships**. You will become **empowered with knowledge a hand experience** seeing some of the world's most important locations and learning from recognized **experts, thought leaders, and tour guides** who w care of you.

It's time to share your **values and beliefs** because of the increasing attacks on **freedom and conservative values**.



### RESERVE TODAY

First Name \*

Last Name \*

Email \*

Phone Number \*

Flight Options (Choose Preferred) \*

- Milan (10/25/21-11/8/21) Venice
- Venice (10/26/21-11/9/21) Milan
- Milan (10/25/21-11/8/21) Milan
- Venice (10/26/21-11/9/21) Venice

Departure Airport (Airfare from these cities included in pricing) \*

Cabin Type \*

Access Package: (Described Below) \*

- Insider Package (FREE)
- VIP (+ \$2,999 per person)
- Inner Circle (Waiting List Only)

Reserve Now

### CABIN TYPE & ALL-INCLUSIVE PRICING

PRICES BELOW ARE PER PERSON BASED ON DOUBLE OCCUPANCY & INCLUDE AIRFARE, HOTEL, TRANSPORTATION, CRUISE & TIPS

#### CABINS AVAILABLE

LIMITED SPACE!

|                    |                    |
|--------------------|--------------------|
| Classic Interior   | \$5,395            |
| Premium Interior   | \$5,695            |
| Classic Oceanview  | \$5,795            |
| Premium Oceanview  | \$6,095            |
| Samsara Interior   | <del>\$6,195</del> |
| Classic Balcony    | \$6,695            |
| Premium Balcony    | \$6,895            |
| Mini - Suite       | \$7,295            |
| Samsara w/ Balcony | \$7,395            |
| Suite              | <del>\$7,795</del> |
| Samsara Suite      | <del>\$8,395</del> |
| Panorama Suite     | <del>\$8,895</del> |
| Grand Suite        | <del>\$9,395</del> |

**PRICE INCLUDES AIRFARE**

ASK OUR AGENTS FOR SINGLE PRICING AND/OR FOR DISCOUNTED PRICING ON THIRD AND FOURTH PASSENGERS PER CABIN.

ALL CABINS/PACKAGES INCLUDE ROUNDTRIP INTERNATIONAL AIRFARE AND OVERSEAS TRANSFERS (ADDITIONAL BAGGAGE AND OTHER OPTION FEES MAY BE LEVIED BY THE AIRLINE)

ALL THREE ACCESS PACKAGES INCLUDE DAILY TOURS / EXCURSIONS IN ITALY & ISRAEL, ALL ACCOMODATIONS AND TRANSPORTATION AND A GROUP MEAL WHILE TOURING



**Insider**

**Included**

**Click here for Full Details**  
Glenn Park and other host



**VIP**

**+\$2,999**

**Click here for Full Details**  
Per person  
**INCLUDES INSIDER**



**Inner Circle**

**+\$4,999**

**Click here for Full Details**  
Per person  
**INCLUDES INSIDER**

**SOLD OUT**

Insider access package comes standard with any cabin. VIP access package is available (for purchase) with any cabin type. Inner Circle access package is available (for purchase) for any Premium Balcony cabin or above. VIP is limited to 500 guests and Inner Circle is limited to 136 guests (now sold out).



## Included

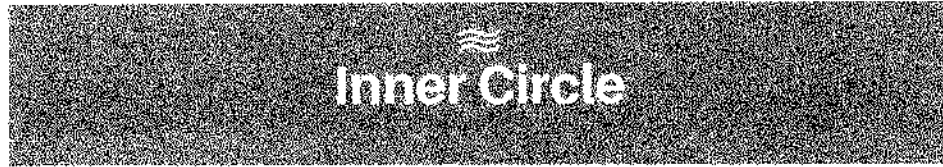
---

- \* Exclusive meet & greet cocktail with Glenn Beck, David Barton, Rafael Lujan & other hosts
- \* Admission to Exclusive Glenn Beck and Bill O'Reilly on stage production show
- \* \$200 Gibraltar credit per person (Based on double occupancy)
- \* L'Espresso Creole Tour
- \* 1 free 500 MB Wi-Fi package
- \* Breakfast Dinner Package
- \* Selection of imported alcoholic and soft drinks by the glass to be enjoyed at any time of the day at the restaurant and buffet (open and dinner) of the LOTS
- \* \$100 Casino Credit
- \* Magic Bag Laundry & Ironing Services (25 articles of clothing)
- \* Preferred Seating at Glenn Beck Events
- \* Premium excursion in Athens
- \* Priority embarkation & disembarkation

### **Not Included with VIP Add-ons Package:**

- \* Transport to and from departing airport included in package
- \* Airline fees such as excess baggage fees, seat upgrades, etc.
- \* Travel protection plans
- \* Shore Excursions in Costa





## Included

---

- \* Exclusive meet & greet cocktail with Glenn Beck, David Barton, Rabbie Lapin & other hosts
- \* Admission to Exclusive Glenn Beck and Bill O'Reilly on stage production show
- \* \$450 onboard credit per cabin (based on double occupancy)
- \* 1 Premium Cruise Tees
- \* 1 Price PCB WiFi package
- ...

**Bring your kids & grandkids for a legacy of learning...**

[Reserve Now](#)

**Or**

**Call: 800-328-5967**

©2021 CruiseBuilder. All rights reserved.

[Terms and Conditions](#) | [Contact Us](#) | 800-328-5967

**ELECTRONICALLY FILED**  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Nov-10 15:21:07  
04CV-23-2996  
C19WD06 : 91 Pages

# **EXHIBIT M**

Fill in this information to identify your case:

United States Bankruptcy Court for the:  
 DISTRICT OF UTAH

Case number (if known) \_\_\_\_\_ Chapter 11

Check if this an amended filing

# Official Form 201 Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Project Neptune, LLC

2. All other names debtor used in the last 8 years  
 Include any assumed names, trade names and doing business as names

DBA Just LDS  
DBA Latter Day Travel  
DBA CruiseBuilder  
DBA VacationBuilder  
DBA Jungle Reef Tours  
DBA Come Sail Away  
DBA Renew  
DBA www.costacruiseback.com

3. Debtor's federal Employer Identification Number (EIN) 82-4082186

4. Debtor's address

|   |   |
|---|---|
| <p><b>Principal place of business</b></p> <p><u>3731 West 10400 South, Suite 102-417</u><br/> <u>South Jordan, UT 84009</u><br/>       Number, Street, City, State &amp; ZIP Code</p> <p><u>Salt Lake</u><br/>       County</p> | <p><b>Mailing address, if different from principal place of business</b></p> <p>_____<br/>       P.O. Box, Number, Street, City, State &amp; ZIP Code</p> <p><b>Location of principal assets, if different from principal place of business</b></p> <p><u>1380 West South Jordan Parkway, Unit 261 South Jordan, UT 84009</u><br/>       Number, Street, City, State &amp; ZIP Code</p> |
|---|---|

5. Debtor's website (URL) www.vacationbuilder.com, www.latterdaytravel.com

6. Type of debtor

Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

Partnership (excluding LLP)

Other. Specify: \_\_\_\_\_

Debtor Project Neptune, LLC Case number (if known) \_\_\_\_\_  
 Name

**7. Describe debtor's business**

A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply

- Tax-exempt entity (as described in 26 U.S.C. §501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
- Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

5615

**8. Under which chapter of the Bankruptcy Code is the debtor filing?**

Check one:

- Chapter 7
- Chapter 9
- Chapter 11. Check all that apply:

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- No.
- Yes.

If more than 2 cases, attach a separate list.

District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_  
 District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_

Debtor Project Neptune, LLC Case number (if known) \_\_\_\_\_  
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?  No  Yes.

List all cases. If more than 1, attach a separate list

|                |                             |
|----------------|-----------------------------|
| Debtor         | Relationship                |
| District _____ | Case number, if known _____ |
| When _____     |                             |

11. Why is the case filed in this district? *Check all that apply:*

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?  No  Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.  
What is the hazard? \_\_\_\_\_
- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- Other \_\_\_\_\_

Where is the property? \_\_\_\_\_

Number, Street, City, State & ZIP Code

Is the property insured?

- No
- Yes. Insurance agency \_\_\_\_\_

Contact name \_\_\_\_\_

Phone \_\_\_\_\_

**Statistical and administrative information**

13. Debtor's estimation of available funds. *Check one:*

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors

|                                  |   |  |
|----------------------------------|---|--|
| <input type="checkbox"/> 1-49    | <input checked="" type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000     |
| <input type="checkbox"/> 50-99   | <input type="checkbox"/> 5001-10,000            | <input type="checkbox"/> 50,001-100,000    |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000          | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 |   |  |

15. Estimated Assets

|   |  |  |
|---|--|--|
| <input type="checkbox"/> \$0 - \$50,000                   | <input type="checkbox"/> \$1,000,001 - \$10 million    | <input type="checkbox"/> \$500,000,001 - \$1 billion     |
| <input type="checkbox"/> \$50,001 - \$100,000             | <input type="checkbox"/> \$10,000,001 - \$50 million   | <input type="checkbox"/> \$1,000,000,001 - \$10 billion  |
| <input checked="" type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million  | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million          | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion          |

16. Estimated liabilities

|   |  |  |
|---|--|--|
| <input type="checkbox"/> \$0 - \$50,000 | <input checked="" type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
|---|--|--|

Debtor

**Project Neptune, LLC**

Case number (if known)

Name

- \$50,001 - \$100,000
- \$100,001 - \$500,000
- \$500,001 - \$1 million

- \$10,000,001 - \$50 million
- \$50,000,001 - \$100 million
- \$100,000,001 - \$500 million

- \$1,000,000,001 - \$10 billion
- \$10,000,000,001 - \$50 billion
- More than \$50 billion

Debtor **Project Neptune, LLC**  
Name

Case number (if known)

**Request for Relief, Declaration, and Signatures**

**WARNING --** Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of authorized representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 25, 2023  
MM/DD/YYYY

**X /s/ Wes Cobos**  
Signature of authorized representative of debtor  
  
Title President

Wes Cobos  
Printed name

**18. Signature of attorney**

**X /s/ Mark C. Rose**  
Signature of attorney for debtor

Date August 25, 2023  
MM/DD/YYYY

Mark C. Rose 13855  
Printed name

McKay, Burton & Thurman, P.C.  
Firm name

15 West South Temple  
Suite 1000  
Salt Lake City, UT 84101  
Number, Street, City, State & ZIP Code

Contact phone 801-521-4135 Email address mrose@mbt-law.com

13855 UT  
Bar number and State

Document Page 6 of 90  
Project Neptune, LLCBalance Sheet  
As of August 22, 2023

|   | TOTAL              |
|---|--------------------|
| <b>ASSETS</b>   |                    |
| Current Assets  |                    |
| Bank Accounts   |                    |
| 1001 First Utah Bank Checking                           | 45,861.83          |
| 1002 First Utah B                                       | 100.00             |
| 1006 Omnibus Checking                                   | 10,181.43          |
| 1052 Authorize (SoarPay) Merchanting                    | 749.93             |
| 1053 Authorize (Soarpay) Reserve                        | -0.02              |
| <b>Total Bank Accounts</b>                              | <b>\$56,893.17</b> |
| Accounts Receivable                                     |                    |
| 1101 Accounts Receivable (A/R)                          | 1,756.01           |
| <b>Total Accounts Receivable</b>                        | <b>\$1,756.01</b>  |
| Other Current Assets                                    |                    |
| 1300 Prepaid Expenses                                   | 0.00               |
| 1301 Prepaid Flights                                    | 0.00               |
| 1302 Prepaid Insurance                                  | 0.00               |
| 1303 Prepaid Charter Expense                            | 0.00               |
| 1303a Prepaid Charter - Costa                           | 0.00               |
| 1303b Prepaid Charter - Holland America                 | 0.00               |
| <b>Total 1303 Prepaid Charter Expense</b>               | <b>0.00</b>        |
| 1304 Prepaid Hotel                                      | 0.00               |
| 1305 Prepaid Tours                                      | 0.00               |
| 1306 Prepaid Cruise                                     | 0.00               |
| 1307 Software   | 0.00               |
| <b>Total 1300 Prepaid Expenses</b>                      | <b>0.00</b>        |
| 2090 Short Term Loan                                    | 0.00               |
| 2091 TPG Loan   | 0.00               |
| 2092 Uncategorized Asset                                | 0.00               |
| Contra A/R  | 0.00               |
| Intercompany Receivable                                 | 0.00               |
| Prepaid Software  | 0.00               |
| <b>Total Other Current Assets</b>                       | <b>\$0.00</b>      |
| <b>Total Current Assets</b>                             | <b>\$58,649.18</b> |
| Fixed Assets  |                    |
| 1400 Fixed Asset Computers & Equipment                  | 4,799.51           |
| CRM Calendar Update                                     |                    |
| Depreciation  | -75.04             |
| <b>Total CRM Calendar Update</b>                        | <b>-75.04</b>      |
| <b>Total 1400 Fixed Asset Computers &amp; Equipment</b> | <b>4,724.47</b>    |
| 1401 Fixed Asset Furniture                              | 6,028.84           |
| 1402 Leasehold Improvements                             | 6,332.49           |
| 1420 Accumulated Depreciation                           | -25,543.22         |
| 1540 Other Long-term Assets                             | 10,005.00          |



Document Page 7 of 90  
Project Neptune, LLC

## Balance Sheet

As of August 22, 2023

|  | TOTAL               |
|--|---------------------|
| <b>Total Fixed Assets</b>                    | <b>\$1,547.58</b>   |
| Other Assets                                 |                     |
| 1510 Internal Use Software                   | 239,191.51          |
| 1455 #6 Glenn Beck Flight Tool               | 522.32              |
| <b>Total 1510 Internal Use Software</b>      | <b>239,713.83</b>   |
| 1511 Accumulated Amortization - Internal Use | -77,931.80          |
| 1520 Goodwill                                | 250,000.00          |
| 1530 Domains                                 | 0.00                |
| <b>Total Other Assets</b>                    | <b>\$411,782.03</b> |
| <b>TOTAL ASSETS</b>                          | <b>\$471,978.79</b> |
| <b>LIABILITIES AND EQUITY</b>                |                     |
| Liabilities                                  |                     |
| Current Liabilities                          |                     |
| Accounts Payable                             |                     |
| 2010 Accounts Payable (A/P)                  | 916,185.29          |
| <b>Total Accounts Payable</b>                | <b>\$916,185.29</b> |
| Credit Cards                                 |                     |
| 2050 Divvy                                   | -2,054.96           |
| 2050V Divvy Visa                             | 14,418.00           |
| 2051 Kaelen Capital 1                        | 0.00                |
| 2052 Tanner Capital 1                        | 0.00                |
| 2053 Mickelsen Chase Southwest               | 31.45               |
| 2057 Ryan McCoy - Capital One                | 0.00                |
| 2058 AMEX - Ryan Williams -33003             | -1,200.80           |
| <b>Total Credit Cards</b>                    | <b>\$11,193.69</b>  |
| Other Current Liabilities                    |                     |
| 2079 Short Term Loan - Ryan McCoy            | 0.00                |
| 4001 Unearned Revenue                        | 0.00                |
| 4002 PPP Loan                                | 0.00                |
| Contra A/P                                   | 0.00                |
| Unearned Income                              | 0.00                |
| <b>Total Other Current Liabilities</b>       | <b>\$0.00</b>       |
| <b>Total Current Liabilities</b>             | <b>\$927,378.98</b> |
| Long-Term Liabilities                        |                     |
| 2640 EIDL                                    | 149,900.00          |
| 2650 Notes Payable - Brian Mickelsen         | 0.00                |
| Investor Notes                               |                     |
| 2075 Short Term Loan - Kaelen Gulbranson     | 0.00                |
| 2076 Notes Payable - David Williams          | 1,040,000.00        |
| 2500 Round Trip Ventures Loan                | 75,000.00           |
| 2600 Notes Payable - Gosan Investments       | 150,000.00          |
| 2601 Notes Payable - Jake Hinkins            | 30,000.00           |
| 2602 Kaelen Gulbranson - Notes Payable       | 0.00                |

Document Page 8 of 90  
Project Neptune, LLC

## Balance Sheet

As of August 22, 2023

|                                      | TOTAL                   |
|--------------------------------------|-------------------------|
| 2603 Ryan McCoy - Notes Payable      | 50,000.00               |
| 2605 Notes Payable - Tom McCoy       | 150,000.00              |
| 2606 Notes Payable - Jesus Alvarez   | 80,000.00               |
| 2607 Notes Payable - H Too O Inv     | 250,000.00              |
| 2608 Notes Payable - Gale Roberts    | 400,000.00              |
| 2609 Notes Payable Rick Roberts      | 200,000.00              |
| 2610 Notes Payable Todd Hinkins      | 30,000.00               |
| <b>Total Investor Notes</b>          | <b>2,455,000.00</b>     |
| <b>Total Long-Term Liabilities</b>   | <b>\$2,604,900.00</b>   |
| <b>Total Liabilities</b>             | <b>\$3,532,278.98</b>   |
| Equity                               |                         |
| 8001 Opening Balance Equity          | 0.00                    |
| 8002 Owner's Pay & Personal Expenses | 0.00                    |
| 8003 Retained Earnings               | -5,390,274.77           |
| Net Income                           | 2,329,974.58            |
| <b>Total Equity</b>                  | <b>\$ -3,060,300.19</b> |
| <b>TOTAL LIABILITIES AND EQUITY</b>  | <b>\$471,978.79</b>     |

Document Page 9 of 90  
Project Neptune, LLC

## Profit and Loss

January 1 - August 22, 2023

|   | TOTAL                 |
|---|-----------------------|
| <b>Income</b>                             |                       |
| 4000 Cruise Package Revenue               | 6,311,678.67          |
| 4020 Trip Insurance Revenue               | 5,447.63              |
| 4030 Insurance Commission                 | 9,541.15              |
| 4040 Refunds                              | -395,033.92           |
| 4050 ChargeBack                           | -161,728.98           |
| Sales                                     | 9,917.69              |
| <b>Total Income</b>                       | <b>\$5,779,822.24</b> |
| <b>Cost of Goods Sold</b>                 |                       |
| 5000 Cost of Goods Sold                   | 2,400,528.27          |
| 5002 Cost of Flights                      | 32,990.47             |
| 5004 Costs of Hotels                      | 5,352.96              |
| 5006 Costs of Tours                       | 14,658.19             |
| 5007 Cost of Travel Insurance             | 431.95                |
| <b>Total 5000 Cost of Goods Sold</b>      | <b>2,453,961.64</b>   |
| 5008 Cost of Events                       | 132,445.29            |
| 6005 Merchant Processing Fees             | 1,527.00              |
| <b>Total Cost of Goods Sold</b>           | <b>\$2,597,934.13</b> |
| <b>GROSS PROFIT</b>                       | <b>\$3,191,888.11</b> |
| <b>Expenses</b>                           |                       |
| 6000 Marketing                            | 211.44                |
| 6001 Social Media Advertising & Marketing | 4,674.19              |
| 6003 Email Marketing                      | 5,455.18              |
| <b>Total 6000 Marketing</b>               | <b>10,340.81</b>      |
| 6100 Payroll Expenses                     | 320,873.09            |
| 6110 Health Insurance                     | 16,235.16             |
| 6150 Other Employee Benefits              | 29,501.97             |
| 6200 Utilities                            | 31.45                 |
| 6201 Office Supplies                      | 3,449.12              |
| 6204 Bank Charges & Fees                  | -1,344.13             |
| 6206 Dues & subscriptions                 | 18,854.12             |
| 6210 Development                          | 37,686.75             |
| 6212 Rent or Lease of Buildings           | 10,000.00             |
| 6213 Insurance                            | 17,678.79             |
| 6215 Shipping and Postage                 | 1,179.77              |
| 6216 Travel & Travel Meals                | 2,470.17              |
| 6218 Legal & Professional Services        | 60,108.50             |
| 6220 Meals & Entertainment                | 564.68                |
| 6224 Software                             | 31,426.79             |
| 7000 Interest Expense                     | 302,781.45            |
| <b>Total Expenses</b>                     | <b>\$861,838.49</b>   |
| <b>NET OPERATING INCOME</b>               | <b>\$2,330,049.62</b> |
| Other Expenses                            |                       |

Document Page 10 of 90  
Project Neptune, LLC

Profit and Loss

January 1 - August 22, 2023

|                             | TOTAL                 |
|-----------------------------|-----------------------|
| Depreciation                | 75.04                 |
| <b>Total Other Expenses</b> | <b>\$75.04</b>        |
| NET OTHER INCOME            | <b>\$ -75.04</b>      |
| NET INCOME                  | <b>\$2,329,974.58</b> |

**2021 Partnership Return**  
prepared for:

**Project Neptune, LLC**  
**CRUISE BUILDER**  
4700 West Daybreak Parkway Suite 100  
South Jordan, UT 84009

**Jones Simkins LLC**  
1011 West 400 North, Suite 100  
Logan, UT 84321

**JONES SIMKINS LLC  
1011 WEST 400 NORTH, SUITE 100  
LOGAN, UT 84321  
(435) 752-1510**

September 14, 2022

Project Neptune, LLC  
CRUISE BUILDER  
4700 West Daybreak Parkway Suite 100  
South Jordan, UT 84009

Dear Client:

Your 2021 Federal Partnership Income Tax return will be electronically filed with the Internal Revenue Service upon receipt of a signed Form 8879PE - IRS e-file Signature Authorization. No tax is payable with the filing of this return.

Your 2021 Utah Partnership Return of Income will be electronically filed with the State of Utah. No tax is payable with the filing of this return.

You must distribute a copy of the 2021 Schedule K-1 to each member, if applicable.

Please call if you have any questions.

Sincerely,

MITCHELL R. MONCUR, CPA

2021

## FEDERAL INCOME TAX SUMMARY

PAGE 1

PROJECT NEPTUNE, LLC

82-4082186

|   | 2021       | 2020       | DIFF       |
|---|------------|------------|------------|
| <b>TRADE OR BUSINESS INCOME</b>           |            |            |            |
| GROSS RECEIPTS LESS RETURNS.....          | 4,421,729  | 5,884,294  | -1,462,565 |
| COST OF GOODS SOLD.....                   | 3,111,574  | 2,993,556  | 118,018    |
| GROSS PROFIT.....                         | 1,310,155  | 2,890,738  | -1,580,583 |
| OTHER INCOME (LOSS).....                  | 0          | 20,000     | -20,000    |
| TOTAL INCOME (LOSS).....                  | 1,310,155  | 2,910,738  | -1,600,583 |
| <b>TRADE OR BUSINESS DEDUCTIONS</b>       |            |            |            |
| SALARIES AND WAGES (LESS EMP. CREDITS)... | 1,588,873  | 2,017,201  | -428,328   |
| GUARANTEED PAYMENTS TO PARTNERS.....      | 44,902     | 0          | 44,902     |
| REPAIRS AND MAINTENANCE.....              | 0          | 3,202      | -3,202     |
| RENT.....                                 | 120,000    | 131,670    | -11,670    |
| TAXES AND LICENSES.....                   | 241        | 0          | 241        |
| INTEREST.....                             | 545,885    | 655,639    | -109,754   |
| DEPRECIATION.....                         | 3,530      | 11,642     | -8,112     |
| EMPLOYEE BENEFIT PROGRAMS.....            | 221,564    | 282,708    | -61,144    |
| OTHER DEDUCTIONS.....                     | 559,027    | 360,468    | 198,559    |
| TOTAL DEDUCTIONS.....                     | 3,084,022  | 3,462,530  | -378,508   |
| <b>SCHEDULE K - INCOME</b>                |            |            |            |
| ORDINARY BUSINESS INCOME (LOSS).....      | -1,773,867 | -551,792   | -1,222,075 |
| GUARANTEED PAYMENTS.....                  | 44,902     | 0          | 44,902     |
| <b>SCHEDULE K - DEDUCTIONS</b>            |            |            |            |
| OTHER DEDUCTIONS.....                     | 44,902     | 0          | 44,902     |
| <b>SCHEDULE K - SELF-EMPLOYMENT</b>       |            |            |            |
| NET EARN. (LOSS) FROM SELF-EMPLOYMENT.... | 44,902     | 0          | 44,902     |
| <b>SCHEDULE K - CREDITS</b>               |            |            |            |
| OTHER CREDITS.....                        | 8,556      | 0          | 8,556      |
| <b>SCHEDULE K - OTHER</b>                 |            |            |            |
| OTHER TAX-EXEMPT INCOME.....              | 439,795    | 10,000     | 429,795    |
| NONDEDUCTIBLE EXPENSES.....               | 6,199      | 10,775     | -4,576     |
| DISTRIBUTIONS OF CASH & MARKETABLE SEC... | 0          | 70,000     | -70,000    |
| <b>SCHEDULE L - BALANCE SHEET</b>         |            |            |            |
| BEGINNING ASSETS.....                     | 21,300,067 | 23,608,844 | -2,308,777 |
| BEGINNING LIABILITIES AND CAPITAL.....    | 21,300,067 | 23,608,844 | -2,308,777 |
| ENDING ASSETS.....                        | 25,634,501 | 21,300,067 | 4,334,434  |
| ENDING LIABILITIES AND CAPITAL.....       | 25,634,501 | 21,300,067 | 4,334,434  |

2021

## FEDERAL BALANCE SHEET SUMMARY

PAGE 1

PROJECT NEPTUNE, LLC

82-4082186

**ENDING ASSETS**

|                                    |          |            |
|------------------------------------|----------|------------|
| CASH.....                          |          | 5,611,607  |
| ACCOUNTS RECEIVABLE.....           | 45,745   |            |
| LESS ALLOWANCE FOR BAD DEBTS.....  | (0)      | 45,745     |
| INVENTORIES.....                   |          | 17,967,761 |
| OTHER CURRENT ASSETS.....          |          | 1,577,442  |
| BUILDINGS AND OTHER ASSETS.....    | 27,165   |            |
| LESS ACCUMULATED DEPRECIATION..... | (24,452) | 2,713      |
| INTANGIBLE ASSETS.....             | 489,192  |            |
| LESS ACCUMULATED AMORTIZATION..... | (59,959) | 429,233    |
| TOTAL ASSETS.....                  |          | 25,634,501 |

**ENDING LIABILITIES & CAPITAL**

|                                    |  |            |
|------------------------------------|--|------------|
| ACCOUNTS PAYABLE.....              |  | 494,728    |
| OTHER CURRENT LIABILITIES.....     |  | 26,459,240 |
| LONG TERM NOTES PAYABLE.....       |  | 3,212,000  |
| PARTNERS' CAPITAL ACCOUNTS.....    |  | -2,857,301 |
| TOTAL LIABILITIES AND CAPITAL..... |  | 25,634,501 |



2021

**UTAH INCOME TAX SUMMARY**

**PAGE 1**

**PROJECT NEPTUNE, LLC**

**82-4082186**

**SCHEDULE A - UTAH TAXABLE INCOME**

|   | 2021       | 2020     | DIFF     |
|---|------------|----------|----------|
| TOTAL FEDERAL INCOME (LOSS).....          | -1,334,072 | -541,792 | -792,280 |
| APPORIONABLE INCOME (LOSS).....           | -1,334,072 | -541,792 | -792,280 |
| APPORIONMENT FRACTION.....                | 1.000000   | 1.000000 | 0.000000 |
| UTAH APPORTIONED BUSINESS INCOME (LOSS).. | -1,334,072 | -541,792 | -792,280 |
| TOTAL UTAH INCOME (LOSS).....             | -1,334,072 | -541,792 | -792,280 |

**FORM TC-65 - REFUND OR AMOUNT DUE**

|                      |   |   |   |
|----------------------|---|---|---|
| PAY THIS AMOUNT..... | 0 | 0 | 0 |
|----------------------|---|---|---|

Form **8879-PE**

**E-file Authorization for Form 1065**

OMB No. 1545-0123

(For return of partnership income or administrative adjustment request)

▶ **ERO must obtain and retain completed Form 8879-PE.**

▶ **Go to [www.irs.gov/Form8879PE](http://www.irs.gov/Form8879PE) for the latest information.**

**2021**

Department of the Treasury  
Internal Revenue Service

For calendar year 2021, or tax year beginning \_\_\_\_\_, 2021, and ending \_\_\_\_\_

Name of partnership **PROJECT NEPTUNE, LLC  
CRUISE BUILDER**

Employer identification number  
**82-4082186**

**Part I Form 1065 Information (Whole dollars only)**

|   |   |   |             |
|---|---|---|-------------|
| 1 | Gross receipts or sales less returns and allowances (Form 1065, line 1c)..... | 1 | 4,421,729.  |
| 2 | Gross profit (Form 1065, line 3).....   | 2 | 1,310,155.  |
| 3 | Ordinary business income (loss) (Form 1065, line 22).....                     | 3 | -1,773,867. |
| 4 | Net rental real estate income (loss) (Form 1065, Schedule K, line 2).....     | 4 |             |
| 5 | Other net rental income (loss) (Form 1065, Schedule K, line 3c).....          | 5 |             |

**Part II Declaration and Signature Authorization of Partner or Member or Partnership Representative**

I declare under penalties of perjury that:

- 1a If the Form 1065 is being transmitted as part of a return of partnership income, I am a partner or member of the named partnership.
- b If the Form 1065 is being transmitted as part of an administrative adjustment request (AAR), I am the partnership representative (PR) of the named partnership.
- 2 I have examined a copy of the partnership's electronic Form 1065 (whether used as return or AAR) and accompanying forms, schedules, and statements, and to the best of my knowledge and belief, it/they is/are true, correct, and complete.
- 3 I am fully authorized to sign the return or AAR on behalf of the partnership.
- 4 The amounts shown in Part I above are the amounts shown on the electronic copy of the partnership's Form 1065.
- 5 I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to transmit the partnership's return or AAR to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission and (b) the reason for any delay in processing the return or AAR.
- 6 I have selected a personal identification number (PIN) as my signature for the partnership's electronic return of partnership income or AAR.

**Partner or Member or PR PIN: check one box only**

- I authorize JONES SIMKINS LLC to enter my PIN 68510 as my signature  
ERO firm name Don't enter all zeros  
on the partnership's 2021 electronically filed return of partnership income or AAR.
- As a Partner or Member or PR of the partnership, I will enter my PIN as my signature on the partnership's 2021 electronically filed return of partnership income or AAR.

Partner or Member or PR signature ▶ \_\_\_\_\_  
Title ▶ MEMBER Date ▶ \_\_\_\_\_

**Part III Certification and Authentication**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. 87529611111  
Don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2021 electronically filed return of partnership income or AAR for the partnership indicated above. I confirm that I am submitting this return or AAR in accordance with the requirements of Pub. 3112, IRS e-file Application and Participation, and Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

**ERO Must Retain This Form – See Instructions  
Don't Submit This Form to the IRS Unless Requested To Do So**

BAA For Paperwork Reduction Act Notice, see instructions.

Form 8879-PE (2021)

**U.S. Return of Partnership Income**

OMB No. 1545-0123

Form **1065**

For calendar year 2021, or tax year beginning \_\_\_\_\_, 2021,  
 ending \_\_\_\_\_, 20\_\_\_\_\_.

**2021**

Department of the Treasury  
 Internal Revenue Service

Go to [www.irs.gov/Form1065](http://www.irs.gov/Form1065) for instructions and the latest information.

|   |                      |  |  |
|---|----------------------|--|--|
| <b>A</b> Principal business activity<br><b>TRAVEL</b>           | <b>Type or Print</b> | <b>PROJECT NEPTUNE, LLC<br/>CRUISE BUILDER<br/>4700 WEST DAYBREAK PARKWAY SUITE 100<br/>SOUTH JORDAN, UT 84009</b> | <b>D</b> Employer identification no.<br>82-4082186         |
| <b>B</b> Principal product or service<br><b>CRUISE VACATION</b> |                      |  | <b>E</b> Date business started<br>1/17/2018                |
| <b>C</b> Business code number<br><br>561500                     |                      |  | <b>F</b> Total assets (see instructions)<br>\$ 25,634,501. |

**G** Check applicable boxes: (1)  Initial return (2)  Final return (3)  Name change (4)  Address change (5)  Amended return

**H** Check accounting method: (1)  Cash (2)  Accrual (3)  Other (specify) \_\_\_\_\_

**I** Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year \_\_\_\_\_

**J** Check if Schedules C and M-3 are attached \_\_\_\_\_

**K** Check if partnership: (1)  Aggregated activities for section 465 at-risk purposes (2)  Grouped activities for section 469 passive activity purposes

**Caution:** Include **only** trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

|  |  |             |             |            |
|--|--|-------------|-------------|------------|
| <b>INCOME</b>  | <b>1 a</b> Gross receipts or sales   | <b>1 a</b>  | 4,741,440.  |            |
|  | <b>b</b> Returns and allowances  | <b>1 b</b>  | 319,711.    |            |
|  | <b>c</b> Balance. Subtract line 1b from line 1a  | <b>1 c</b>  |             | 4,421,729. |
|  | <b>2</b> Cost of goods sold (attach Form 1125-A)   | <b>2</b>    |             | 3,111,574. |
|  | <b>3</b> Gross profit. Subtract line 2 from line 1c  | <b>3</b>    |             | 1,310,155. |
|  | <b>4</b> Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)      | <b>4</b>    |             |            |
|  | <b>5</b> Net farm profit (loss) (attach Schedule F (Form 1040))                                      | <b>5</b>    |             |            |
|  | <b>6</b> Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)                         | <b>6</b>    |             |            |
| <b>7</b> Other income (loss) (attach statement)  | <b>7</b>   |             |             |            |
| <b>8 Total income (loss).</b> Combine lines 3 through 7  | <b>8</b>   |             | 1,310,155.  |            |
| <b>SEE INSTRUCTIONS FOR DEDUCTIONS</b>   | <b>9</b> Salaries and wages (other than to partners) (less employment credits)                       | <b>9</b>    |             | 1,588,873. |
|  | <b>10</b> Guaranteed payments to partners  | <b>10</b>   |             | 44,902.    |
|  | <b>11</b> Repairs and maintenance  | <b>11</b>   |             |            |
|  | <b>12</b> Bad debts  | <b>12</b>   |             |            |
|  | <b>13</b> Rent   | <b>13</b>   |             | 120,000.   |
|  | <b>14</b> Taxes and licenses   | <b>14</b>   |             | 241.       |
|  | <b>15</b> Interest (see instructions)  | <b>15</b>   |             | 545,885.   |
|  | <b>16 a</b> Depreciation (if required, attach Form 4562)   | <b>16 a</b> | 3,530.      |            |
|  | <b>b</b> Less depreciation reported on Form 1125-A and elsewhere on return                           | <b>16 b</b> |             | 3,530.     |
|  | <b>17</b> Depletion ( <b>Do not deduct oil and gas depletion</b> )                                   | <b>17</b>   |             |            |
|  | <b>18</b> Retirement plans, etc.   | <b>18</b>   |             |            |
| <b>19</b> Employee benefit programs  | <b>19</b>  |             | 221,564.    |            |
| <b>20</b> Other deductions (att stmt) <b>SEE STATEMENT 1</b>                                     | <b>20</b>  |             | 559,027.    |            |
| <b>21 Total deductions.</b> Add the amounts shown in the far right column for lines 9 through 20 | <b>21</b>  |             | 3,084,022.  |            |
| <b>22 Ordinary business income (loss).</b> Subtract line 21 from line 8                          | <b>22</b>  |             | -1,773,867. |            |
| <b>TAX AND PAYMENT</b>   | <b>23</b> Interest due under the look-back method — completed long-term contracts (attach Form 8697) | <b>23</b>   |             |            |
|  | <b>24</b> Interest due under the look-back method — income forecast method (attach Form 8866)        | <b>24</b>   |             |            |
|  | <b>25</b> BBA AAR imputed underpayment (see instructions)  | <b>25</b>   |             |            |
|  | <b>26</b> Other taxes (see instructions)   | <b>26</b>   |             |            |
|  | <b>27 Total balance due.</b> Add lines 23 through 26   | <b>27</b>   |             |            |
|  | <b>28</b> Payment (see instructions)   | <b>28</b>   |             |            |
|  | <b>29 Amount owed.</b> If line 28 is smaller than line 27, enter amount owed                         | <b>29</b>   |             |            |
|  | <b>30 Overpayment.</b> If line 28 is larger than line 27, enter overpayment                          | <b>30</b>   |             |            |

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than partner or limited liability company member) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of partner or limited liability company member \_\_\_\_\_ Date \_\_\_\_\_

May the IRS discuss this return with the preparer shown below? See instructions.  Yes  No

**Paid Preparer Use Only**

Print/Type preparer's name: **MITCHELL R. MONCUR, CPA** Preparer's signature: \_\_\_\_\_ Date: **9/14/22** Check  if self-employed PTIN: **P00396419**

Firm's name: **JONES SIMKINS LLC** Firm's EIN: **46-1592906**

Firm's address: **1011 WEST 400 NORTH, SUITE 100** Phone no.: **(435) 752-1510**

**LOGAN, UT 84321**

**Schedule B Other Information**

|   |  |            |           |
|---|--|------------|-----------|
| <b>1</b> What type of entity is filing this return? Check the applicable box:   |  | <b>Yes</b> | <b>No</b> |
| <b>a</b> <input type="checkbox"/> Domestic general partnership                  | <b>b</b> <input type="checkbox"/> Domestic limited partnership           |            |           |
| <b>c</b> <input checked="" type="checkbox"/> Domestic limited liability company | <b>d</b> <input type="checkbox"/> Domestic limited liability partnership |            |           |
| <b>e</b> <input type="checkbox"/> Foreign partnership                           | <b>f</b> <input type="checkbox"/> Other ▶                                |            |           |

|  |  |            |           |
|--|--|------------|-----------|
| <b>2</b> At the end of the tax year:   |  | <b>Yes</b> | <b>No</b> |
| <b>a</b> Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership. |  |            | X         |
| <b>b</b> Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership.   |  | X          |           |

|   |  |            |           |
|---|--|------------|-----------|
| <b>3</b> At the end of the tax year, did the partnership:   |  | <b>Yes</b> | <b>No</b> |
| <b>a</b> Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below. |  |            | X         |

| (i) Name of Corporation | (ii) Employer Identification Number (if any) | (iii) Country of Incorporation | (iv) Percentage Owned in Voting Stock |
|-------------------------|--|--------------------------------|---------------------------------------|
|                         |  |                                |                                       |
|                         |  |                                |                                       |
|                         |  |                                |                                       |
|                         |  |                                |                                       |

|   |  |            |           |
|---|--|------------|-----------|
| <b>b</b> Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below. |  | <b>Yes</b> | <b>No</b> |
|   |  |            | X         |

| (i) Name of Entity | (ii) Employer Identification Number (if any) | (iii) Type of Entity | (iv) Country of Organization | (v) Maximum Percentage Owned in Profit, Loss, or Capital |
|--------------------|--|----------------------|------------------------------|--|
|                    |  |                      |                              |  |
|                    |  |                      |                              |  |
|                    |  |                      |                              |  |
|                    |  |                      |                              |  |

|   |  |            |           |
|---|--|------------|-----------|
| <b>4</b> Does the partnership satisfy <b>all four</b> of the following conditions?  |  | <b>Yes</b> | <b>No</b> |
| <b>a</b> The partnership's total receipts for the tax year were less than \$250,000.  |  |            |           |
| <b>b</b> The partnership's total assets at the end of the tax year were less than \$1 million.  |  |            |           |
| <b>c</b> Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.   |  |            |           |
| <b>d</b> The partnership is not filing and is not required to file Schedule M-3. If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; item F on page 1 of Form 1065; or item L on Schedule K-1. |  |            | X         |

|  |            |           |
|--|------------|-----------|
| <b>5</b> Is this partnership a publicly traded partnership, as defined in section 469(k)(2)? | <b>Yes</b> | <b>No</b> |
|  |            | X         |

|  |            |           |
|--|------------|-----------|
| <b>6</b> During the tax year, did the partnership have any debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt? | <b>Yes</b> | <b>No</b> |
|  |            | X         |

|   |            |           |
|---|------------|-----------|
| <b>7</b> Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction? | <b>Yes</b> | <b>No</b> |
|   |            | X         |

|   |            |           |
|---|------------|-----------|
| <b>8</b> At any time during calendar year 2021, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR). If "Yes," enter the name of the foreign country. | <b>Yes</b> | <b>No</b> |
|   |            | X         |

|  |            |           |
|--|------------|-----------|
| <b>9</b> At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions. | <b>Yes</b> | <b>No</b> |
|  |            | X         |

|   |  |            |           |
|---|--|------------|-----------|
| <b>10a</b> Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election.   |  | <b>Yes</b> | <b>No</b> |
|   |  |            | X         |
| <b>b</b> Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions. |  | <b>Yes</b> | <b>No</b> |
|   |  |            | X         |

**Schedule B** Other Information (continued)

|  | Yes | No |
|--|-----|----|
| c Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions. ....  |     | X  |
| 11 Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly owned by the partnership throughout the tax year) ..... <input type="checkbox"/>  |     |    |
| 12 At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property? .....   |     | X  |
| 13 If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities (FDEs) and Foreign Branches (FBs), enter the number of Forms 8858 attached. See instructions ▶  |     |    |
| 14 Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership. ▶  |     | X  |
| 15 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return ..... ▶  |     |    |
| 16a Did you make any payments in 2021 that would require you to file Form(s) 1099? See instructions. ....  |     | X  |
| b If "Yes," did you or will you file required Form(s) 1099? .....  |     |    |
| 17 Enter the number of Forms 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return. .... ▶  |     |    |
| 18 Enter the number of partners that are foreign governments under section 892.▶ 0   |     |    |
| 19 During the partnership's tax year, did the partnership make any payments that would require it to file Forms 1042 and 1042-S under chapter 3 (sections 1441 through 1464) or chapter 4 (sections 1471 through 1474)? .....  |     | X  |
| 20 Was the partnership a specified domestic entity required to file Form 8938 for the tax year? See the Instructions for Form 8938.  |     | X  |
| 21 Is the partnership a section 721(c) partnership, as defined in Regulations section 1.721(c)-1(b)(14)? .....   |     | X  |
| 22 During the tax year, did the partnership pay or accrue any interest or royalty for which one or more partners are not allowed a deduction under section 267A? See instructions. ....  |     | X  |
| If "Yes," enter the total amount of the disallowed deductions ..... ▶ \$   |     |    |
| 23 Did the partnership have an election under section 163(j) for any real property trade or business or any farming business in effect during the tax year? See instructions. ....   |     | X  |
| 24 Does the partnership satisfy one or more of the following? See instructions. ....   |     | X  |
| a The partnership owns a pass-through entity with current, or prior year carryover, excess business interest expense.  |     |    |
| b The partnership's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year are more than \$26 million and the partnership has business interest.   |     |    |
| c The partnership is a tax shelter (see instructions) and the partnership has business interest expense. If "Yes" to any, complete and attach Form 8990.   |     |    |
| 25 Is the partnership attaching Form 8996 to certify as a Qualified Opportunity Fund? .....  |     | X  |
| If "Yes," enter the amount from Form 8996, line 15 ..... ▶ \$  |     |    |
| 26 Enter the number of foreign partners subject to section 864(c)(8) as a result of transferring all or a portion of an interest in the partnership or of receiving a distribution from the partnership. .... ▶  |     |    |
| Complete Schedule K-3 (Form 1065), Part XIII, for each foreign partner subject to section 864(c)(8) on a transfer or distribution.   |     |    |
| 27 At any time during the tax year, were there any transfers between the partnership and its partners subject to the disclosure requirements of Regulations section 1.707-8? .....   |     | X  |
| 28 Since December 22, 2017, did a foreign corporation directly or indirectly acquire substantially all of the properties constituting a trade or business of your partnership, and was the ownership percentage (by vote or value) for purposes of section 7874 greater than 50% (for example, the partners held more than 50% of the stock of the foreign corporation)? If "Yes," list the ownership percentage by vote and by value. See instructions. |     |    |
| Percentage: By Vote By Value   |     | X  |
| 29 Is the partnership electing out of the centralized partnership audit regime under section 6221(b)? See instructions. If "Yes," the partnership must complete Schedule B-2 (Form 1065). Enter the total from Schedule B-2, Part III, line 3 ..... ▶ 5  | X   |    |
| If "No," complete Designation of Partnership Representative below.   |     |    |

**Designation of Partnership Representative** (see instructions)

Enter below the information for the partnership representative (PR) for the tax year covered by this return.

Name of PR ▶ \_\_\_\_\_

U.S. address of PR ▶ \_\_\_\_\_ U.S. phone number of PR ▶ \_\_\_\_\_

If the PR is an entity, name of the designated individual for the PR ▶ \_\_\_\_\_

U.S. address of designated individual ▶ \_\_\_\_\_ U.S. phone number of designated individual ▶ \_\_\_\_\_

Form 1065 (2021) PROJECT NEPTUNE, LLC

82-4082186

Page 4

| Schedule K Partners' Distributive Share Items                             |  | Total amount  |
|---|--|---------------|
| Income (Loss)   | 1 Ordinary business income (loss) (page 1, line 22).....   | 1 -1,773,867. |
|   | 2 Net rental real estate income (loss) (attach Form 8825).....   | 2             |
|   | 3a Other gross rental income (loss).....   | 3a            |
|   | b Expenses from other rental activities (attach stmt).....   | 3b            |
|   | c Other net rental income (loss). Subtract line 3b from line 3a.....   | 3c            |
|   | 4 Guaranteed payments: a Services 4a 44,902. b Capital 4b.....   | 4c 44,902.    |
|   | c Total. Add lines 4a and 4b.....  |               |
|   | 5 Interest income.....   | 5             |
|   | 6 Dividends and dividend equivalents: a Ordinary dividends.....  | 6a            |
|   | b Qualified dividends 6b c Dividend equivalents 6c.....  |               |
|   | 7 Royalties.....   | 7             |
| 8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))..... | 8  |               |
| 9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))..... | 9a   |               |
| b Collectibles (28%) gain (loss).....                                     | 9b   |               |
| c Unrecaptured section 1250 gain (attach statement).....                  | 9c   |               |
| 10 Net section 1231 gain (loss) (attach Form 4797).....                   | 10   |               |
| 11 Other income (loss) (see instructions) Type ▶.....                     | 11   |               |
| Deductions  | 12 Section 179 deduction (attach Form 4562).....   | 12            |
|   | 13a Contributions.....   | 13a           |
|   | b Investment interest expense.....   | 13b           |
|   | c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶.....  | 13c(2)        |
| d Other deductions (see instructions) Type ▶ SEE STATEMENT 2.....         | 13d 44,902.  |               |
| Self-Employment   | 14a Net earnings (loss) from self-employment.....  | 14a 44,902.   |
|   | b Gross farming or fishing income.....   | 14b           |
|   | c Gross nonfarm income.....  | 14c           |
| Credits   | 15a Low-income housing credit (section 42(j)(5)).....  | 15a           |
|   | b Low-income housing credit (other).....   | 15b           |
|   | c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable).....  | 15c           |
|   | d Other rental real estate credits (see instructions) Type ▶.....  | 15d           |
|   | e Other rental credits (see instructions) Type ▶.....  | 15e           |
|   | f Other credits (see instructions) Type ▶ SEE STATEMENT 3.....   | 15f 8,556.    |
| International Transactions  | 16 Attach Schedule K-2 (Form 1065), Partners' Distributive Share Items-International, and check this box to indicate that you are reporting items of international tax relevance..... <input type="checkbox"/> |               |
| Alternative Minimum Tax (AMT) Items                                       | 17a Post-1986 depreciation adjustment.....   | 17a           |
|   | b Adjusted gain or loss.....   | 17b           |
|   | c Depletion (other than oil and gas).....  | 17c           |
|   | d Oil, gas, and geothermal properties – gross income.....  | 17d           |
|   | e Oil, gas, and geothermal properties – deductions.....  | 17e           |
|   | f Other AMT items (attach stmt).....   | 17f           |
| Other Information   | 18a Tax-exempt interest income.....  | 18a           |
|   | b Other tax-exempt income SEE STATEMENT 4 SEE STATEMENT 5.....   | 18b 439,795.  |
|   | c Nondeductible expenses SEE STATEMENT 6.....  | 18c 6,199.    |
|   | 19a Distributions of cash and marketable securities.....   | 19a           |
|   | b Distributions of other property.....   | 19b           |
|   | 20a Investment income.....   | 20a           |
|   | b Investment expenses.....   | 20b           |
| c Other items and amounts (attach stmt) SEE STATEMENT 7.....              |  |               |
| 21 Total foreign taxes paid or accrued.....                               | 21   |               |

BAA

PTPA0134 10/04/21

Form 1065 (2021)

**Analysis of Net Income (Loss)**

|   |               |                          |                            |                  |                         |                    |             |
|---|---------------|--------------------------|----------------------------|------------------|-------------------------|--------------------|-------------|
| 1 Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 21. |               |                          |                            |                  |                         | 1                  | -1,773,867. |
| 2 Analysis by partner type:   | (i) Corporate | (ii) Individual (active) | (iii) Individual (passive) | (iv) Partnership | (v) Exempt Organization | (vi) Nominee/Other |             |
| a General partners  |               |                          |                            |                  |                         |                    |             |
| b Limited partners  |               | -1,773,867.              |                            |                  |                         |                    |             |

| Schedule L                     | Balance Sheets per Books                             | Beginning of tax year |             | End of tax year |             |
|--------------------------------|--|-----------------------|-------------|-----------------|-------------|
|                                |  | (a)                   | (b)         | (c)             | (d)         |
| <b>Assets</b>                  |  |                       |             |                 |             |
| 1                              | Cash   |                       | 3,147,522.  |                 | 5,611,607.  |
| 2a                             | Trade notes and accounts receivable                  | 10,083.               |             | 45,745.         |             |
| b                              | Less allowance for bad debts                         |                       | 10,083.     |                 | 45,745.     |
| 3                              | Inventories  |                       | 17,933,441. |                 | 17,967,761. |
| 4                              | U.S. government obligations                          |                       |             |                 |             |
| 5                              | Tax-exempt securities                                |                       |             |                 |             |
| 6                              | Other current assets (attach stmt) SEE ST 8          |                       |             |                 | 1,577,442.  |
| 7a                             | Loans to partners (or persons related to partners)   |                       |             |                 |             |
| b                              | Mortgage and real estate loans                       |                       |             |                 |             |
| 8                              | Other investments (attach stmt)                      |                       |             |                 |             |
| 9a                             | Buildings and other depreciable assets               | 27,165.               |             | 27,165.         |             |
| b                              | Less accumulated depreciation                        | 20,922.               | 6,243.      | 24,452.         | 2,713.      |
| 10a                            | Depletable assets                                    |                       |             |                 |             |
| b                              | Less accumulated depletion                           |                       |             |                 |             |
| 11                             | Land (net of any amortization)                       |                       |             |                 |             |
| 12a                            | Intangible assets (amortizable only)                 | 250,000.              |             | 489,192.        |             |
| b                              | Less accumulated amortization                        | 47,222.               | 202,778.    | 59,959.         | 429,233.    |
| 13                             | Other assets (attach stmt)                           |                       |             |                 |             |
| 14                             | Total assets   |                       | 21,300,067. |                 | 25,634,501. |
| <b>Liabilities and Capital</b> |  |                       |             |                 |             |
| 15                             | Accounts payable                                     |                       | 333,269.    |                 | 494,728.    |
| 16                             | Mortgages, notes, bonds payable in less than 1 year  |                       | 1,000.      |                 |             |
| 17                             | Other current liabilities (attach stmt) SEE ST 9     |                       | 21,668,616. |                 | 26,459,240. |
| 18                             | All nonrecourse loans                                |                       |             |                 |             |
| 19a                            | Loans from partners (or persons related to partners) |                       |             |                 |             |
| b                              | Mortgages, notes, bonds payable in 1 year or more    |                       | 2,731,500.  |                 | 3,212,000.  |
| 20                             | Other liabilities (attach stmt)                      |                       |             |                 |             |
| 21                             | Partners' capital accounts                           |                       | -3,434,318. |                 | -4,531,467. |
| 22                             | Total liabilities and capital                        |                       | 21,300,067. |                 | 25,634,501. |

**Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return**

Note: The partnership may be required to file Schedule M-3. See instructions.

|  |             |  |             |
|--|-------------|--|-------------|
| 1 Net income (loss) per books  | -1,097,149. | 6 Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):                         |             |
| 2 Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize): |             | a Tax-exempt interest  | \$          |
|  |             | STATEMENT 10   | 439,795.    |
| 3 Guaranteed payments (other than health insurance)  |             | 7 Deductions included on Schedule K, lines 1 through 13d, and 21, not charged against book income this year (itemize): |             |
| 4 Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 21 (itemize):                |             | a Depreciation   | \$          |
| a Depreciation   | \$          | STATEMENT 11   | 243,122.    |
| b Travel and entertainment   | \$ 6,199.   | 8 Add lines 6 and 7  | 682,917.    |
|  | 6,199.      | 9 Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5                                   | -1,773,867. |
| 5 Add lines 1 through 4  | -1,090,950. |  |             |

**Schedule M-2 Analysis of Partners' Capital Accounts**

|  |             |   |             |
|--|-------------|---|-------------|
| 1 Balance at beginning of year         | -1,517,030. | 6 Distributions: a Cash                               |             |
| 2 Capital contributed: a Cash          |             | b Property  |             |
| b Property                             |             | 7 Other decreases (itemize):                          |             |
| 3 Net income (loss) (see instructions) | -1,773,867. | STATEMENT 13  | 2,007,827.  |
| 4 Other increases (itemize):           |             | 8 Add lines 6 and 7                                   | 2,007,827.  |
| STATEMENT 12                           | 2,441,423.  | 9 Balance at end of year. Subtract line 8 from line 5 | -2,857,301. |
| 5 Add lines 1 through 4                | -849,474.   |   |             |

Form **1125-A**  
 (Rev. November 2018)  
 Department of the Treasury  
 Internal Revenue Service

**Cost of Goods Sold**

OMB No. 1545-0123

▶ Attach to Form 1120, 1120-C, 1120-F, 1120S, or 1065.  
 ▶ Go to [www.irs.gov/Form1125A](http://www.irs.gov/Form1125A) for the latest information.

|  |  |   |
|--|--|---|
| Name<br><b>PROJECT NEPTUNE, LLC</b>  |  | Employer identification number<br><b>82-4082186</b>                 |
| <b>1</b>   | Inventory at beginning of year .....   | <b>17,933,441.</b>  |
| <b>2</b>   | Purchases .....  | <b>3,145,894.</b>   |
| <b>3</b>   | Cost of labor .....  |   |
| <b>4</b>   | Additional section 263A costs (attach schedule) .....  |   |
| <b>5</b>   | Other costs (attach schedule) .....  |   |
| <b>6</b>   | <b>Total.</b> Add lines 1 through 5 .....  | <b>21,079,335.</b>  |
| <b>7</b>   | Inventory at end of year .....   | <b>17,967,761.</b>  |
| <b>8</b>   | <b>Cost of goods sold.</b> Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2 or the appropriate line of your tax return. See instructions ..... | <b>3,111,574.</b>   |
| <b>9a</b> Check all methods used for valuing closing inventory:  |  |   |
| (i) <input type="checkbox"/> Cost  |  |   |
| (ii) <input checked="" type="checkbox"/> Lower of cost or market   |  |   |
| (iii) <input type="checkbox"/> Other (Specify method used and attach explanation.) ▶   |  |   |
| <b>b</b> Check if there was a writedown of subnormal goods .....   |  |   |
| <b>c</b> Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) .....                                |  |   |
| <b>d</b> If the LIFO inventory method was used for this tax year, enter amount of closing inventory computed under LIFO .....                          |  | <b>9d</b>   |
| <b>e</b> If property is produced or acquired for resale, do the rules of section 263A apply to the entity? See instructions .....                      |  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>f</b> Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation ..... |  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

**BAA For Paperwork Reduction Act Notice, see instructions.**

Form 1125-A (Rev. 11-2018)



**SCHEDULE B-1**  
**(Form 1065)**  
 (Rev. August 2019)  
 Department of the Treasury  
 Internal Revenue Service

**Information on Partners Owning 50% or More of the Partnership**

▶ Attach to Form 1065.

▶ Go to [www.irs.gov/Form1065](http://www.irs.gov/Form1065) for the latest information.

OMB No. 1545-0123

Name of partnership

**PROJECT NEPTUNE, LLC**

Employer identification number (EIN)

**82-4082186**

**Part I** **Entities Owning 50% or More of the Partnership** (Form 1065, Schedule B, Question 2a (Question 3a for 2009 through 2017))

Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, tax-exempt organization, or any foreign government that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

| (i) Name of Entity | (ii) Employer Identification Number (if any) | (iii) Type of Entity | (iv) Country of Organization | (v) Maximum Percentage Owned in Profit, Loss, or Capital |
|--------------------|--|----------------------|------------------------------|--|
|                    |  |                      |                              |  |
|                    |  |                      |                              |  |
|                    |  |                      |                              |  |
|                    |  |                      |                              |  |
|                    |  |                      |                              |  |
|                    |  |                      |                              |  |
|                    |  |                      |                              |  |
|                    |  |                      |                              |  |
|                    |  |                      |                              |  |
|                    |  |                      |                              |  |

**Part II** **Individuals or Estates Owning 50% or More of the Partnership** (Form 1065, Schedule B, Question 2b (Question 3b for 2009 through 2017))

Complete columns (i) through (iv) below for any individual or estate that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

| (i) Name of Individual or Estate | (ii) Identifying Number (if any) | (iii) Country of Citizenship (see instructions) | (iv) Maximum Percentage Owned in Profit, Loss, or Capital |
|----------------------------------|----------------------------------|---|---|
| MARCIA WILLIAMS                  |                                  | UNITED STATES                                   | 80.000  |
|                                  |                                  |   |   |
|                                  |                                  |   |   |
|                                  |                                  |   |   |
|                                  |                                  |   |   |
|                                  |                                  |   |   |
|                                  |                                  |   |   |
|                                  |                                  |   |   |
|                                  |                                  |   |   |
|                                  |                                  |   |   |

**Election Out of the Centralized Partnership Audit Regime**

▶ Attach to Form 1065 or Form 1066.

▶ Go to [www.irs.gov/Form1065](http://www.irs.gov/Form1065) for the instructions and the latest information.

**SCHEDULE B-2 (Form 1065)**

December 2018)

Department of the Treasury Internal Revenue Service

OMB No. 1545-0123

|  |   |
|--|---|
| Name of partnership<br><b>PROJECT NEPTUNE, LLC</b> | Employer identification number (EIN)<br><b>82-4082186</b> |
|--|---|

Certain partnerships with 100 or fewer partners can elect out of the centralized partnership audit regime if each partner is an individual, a C corporation, a foreign entity that would be treated as a C corporation were it domestic, an S corporation, or an estate of a deceased partner. For purposes of determining whether the partnership has 100 or fewer partners, the partnership must include all shareholders of any S corporation that is a partner. By completing Part I, you are making an affirmative statement that all of the partners in the partnership are eligible partners under section 6221(b)(1)(C) and you have provided all of the information on this schedule. See the instructions, including the instructions for the treatment of real estate mortgage investment conduits (REMICs), for more details.

**Part I List of Eligible Partners**

Use the following codes under Type of Eligible Partner:

I – Individual C – Corporation E – Estate of Deceased Partner

F – Eligible Foreign Entity S – S corporation

| Name of Partner     | Taxpayer Identification Number (TIN) | Type of Eligible Partner (Code) |
|---------------------|--------------------------------------|---------------------------------|
| 1 RYAN WILLIAMS     | [REDACTED]                           | I                               |
| 2 KARA MCCOY        |                                      | I                               |
| 3 WES COBOS         |                                      | I                               |
| 4 KAELEN GULBRANSON |                                      | I                               |
| 5 MARCIA WILLIAMS   |                                      | I                               |
| 6                   |                                      |                                 |
| 7                   |                                      |                                 |
| 8                   |                                      |                                 |
| 9                   |                                      |                                 |
| 10                  |                                      |                                 |
| 11                  |                                      |                                 |
| 12                  |                                      |                                 |
| 13                  |                                      |                                 |
| 14                  |                                      |                                 |
| 15                  |                                      |                                 |

Continued on Part IV

**Part II List of S Corporation Shareholders** (For each S corporation partner, complete a separate Part II and separate Part V, if needed.)

Use the following codes under Type of Person:

I – Individual E – Estate of Deceased Shareholder T – Trust O – Other

| Name of S Corporation Partner ▶ | TIN of Partner ▶ | Name of Shareholder | Shareholder TIN | Type of Person (Code) |
|---------------------------------|------------------|---------------------|-----------------|-----------------------|
|                                 |                  | 1                   |                 |                       |
|                                 |                  | 2                   |                 |                       |
|                                 |                  | 3                   |                 |                       |
|                                 |                  | 4                   |                 |                       |
|                                 |                  | 5                   |                 |                       |
|                                 |                  | 6                   |                 |                       |
|                                 |                  | 7                   |                 |                       |
|                                 |                  | 8                   |                 |                       |
|                                 |                  | 9                   |                 |                       |
|                                 |                  | 10                  |                 |                       |
|                                 |                  | 11                  |                 |                       |
|                                 |                  | 12                  |                 |                       |

Continued on Part V

**Part III Total Number of Schedules K-1 Required To Be Issued.** See Instructions.

|   |  |   |   |
|---|--|---|---|
| 1 | Total of Part I and all Parts IV Schedules K-1 required to be issued by the partnership .....            | 1 | 5 |
| 2 | Total of Part II and all Parts V Schedules K-1 required to be issued by any S corporation partners ..... | 2 |   |
| 3 | <b>Total. Add line 1 and line 2.</b> .....   | 3 | 5 |

Note: If line 3 is more than 100, the partnership cannot make the election under section 6221(b).

**Schedule K-1**  
**(Form 1065)**

Department of the Treasury  
 Internal Revenue Service

For calendar year 2021, or tax year

beginning  /  / 2021 ending  /  /

**Partner's Share of Income, Deductions, Credits, etc.**

▶ See separate instructions.

**Part I Information About the Partnership**

**A** Partnership's employer identification number  
 82-4082186

**B** Partnership's name, address, city, state, and ZIP code  
 PROJECT NEPTUNE, LLC  
 CRUISE BUILDER  
 4700 WEST DAYBREAK PARKWAY SUITE 100  
 SOUTH JORDAN, UT 84009

**C** IRS center where partnership filed return ▶ **E-FILE**

**D**  Check if this is a publicly traded partnership (PTP)

**Part II Information About the Partner**

**E** Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)  
 [REDACTED]

**F** Name, address, city, state, and ZIP code for partner entered in E. See instructions.  
 RYAN WILLIAMS  
 [REDACTED]

**G**  General partner or LLC member-manager  Limited partner or other LLC member

**H1**  Domestic partner  Foreign partner

**H2**  If the partner is a disregarded entity (DE), enter the partner's TIN \_\_\_\_\_ Name \_\_\_\_\_

**I1** What type of entity is this partner? INDIVIDUAL

**I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here...

**J** Partner's share of profit, loss, and capital (see instructions):

|         | Beginning | Ending |
|---------|-----------|--------|
| Profit  | 80 %      | %      |
| Loss    | 80 %      | %      |
| Capital | 50 %      | %      |

Check if decrease is due to sale or exchange of partnership interest...

**K** Partner's share of liabilities:

|                                 | Beginning      | Ending         |
|---------------------------------|----------------|----------------|
| Nonrecourse                     | \$ 11,000,942. | \$ 21,563,174. |
| Qualified nonrecourse financing | \$             | \$             |
| Recourse                        | \$ 1,315,750.  | \$ 2,489,600.  |

Check this box if Item K includes liability amounts from lower tier partnerships...

**L** **Partner's Capital Account Analysis**

|  |                    |
|--|--------------------|
| Beginning capital account                      | \$ -929,412.       |
| Capital contributed during the year            | \$                 |
| Current year net income (loss)                 | \$ -1,419,093.     |
| Other increase (decrease) (attach explanation) | \$ 2,348,505.      |
| Withdrawals and distributions                  | \$( SEE ATTACHED ) |
| Ending capital account                         | \$ 0.              |

**M** Did the partner contribute property with a built-in gain (loss)?  
 Yes  No If "Yes," attach statement. See instructions.

**N** Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)

|           |    |
|-----------|----|
| Beginning | \$ |
| Ending    | \$ |

**Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items**

|   |   |
|---|---|
| <b>1</b> Ordinary business income (loss)      | <b>14</b> Self-employment earnings (loss)                                 |
| -1,419,093.                                   | A 15,234.   |
| <b>2</b> Net rental real estate income (loss) |   |
| <b>3</b> Other net rental income (loss)       | <b>15</b> Credits   |
|   | M 6,844.  |
| <b>4a</b> Guaranteed payments for services    |   |
| 15,234.                                       |   |
| <b>4b</b> Guaranteed payments for capital     | <b>16</b> Schedule K-3 is attached if checked... <input type="checkbox"/> |
| <b>4c</b> Total guaranteed payments           | <b>17</b> Alternative minimum tax (AMT) items                             |
| 15,234.                                       |   |
| <b>5</b> Interest income                      |   |
| <b>6a</b> Ordinary dividends                  |   |
| <b>6b</b> Qualified dividends                 | <b>18</b> Tax-exempt income and nondeductible expenses                    |
| <b>6c</b> Dividend equivalents                | B* 351,836.   |
| <b>7</b> Royalties                            | C* 4,959.   |
| <b>8</b> Net short-term capital gain (loss)   | <b>19</b> Distributions   |
| <b>9a</b> Net long-term capital gain (loss)   |   |
| <b>9b</b> Collectibles (28%) gain (loss)      |   |
| <b>9c</b> Unrecaptured section 1250 gain      | <b>20</b> Other information   |
| <b>10</b> Net section 1231 gain (loss)        | AH* STMT  |
| <b>11</b> Other income (loss)                 | N* STMT   |
|   | Z* STMT   |
| <b>12</b> Section 179 deduction               | <b>21</b> Foreign taxes paid or accrued                                   |
| <b>13</b> Other deductions                    |   |
| M 15,234.                                     |   |

**22**  More than one activity for at-risk purposes\*  
**23**  More than one activity for passive activity purposes\*

\*See attached statement for additional information.

for IRS Use Only

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM 1065) 2021

SUPPLEMENTAL INFORMATION

PAGE 2

ITEM L  
PARTNER'S CAPITAL ACCOUNT ANALYSIS  
OTHER INCREASE (DECREASE)

OTHER INCREASE

|   |       |               |
|---|-------|---------------|
| TAX-EXEMPT INTEREST AND/OR TAX-EXEMPT OTHER INCOME..... | \$    | 351,836.      |
| TRANSFER OF CAPITAL.....                                | \$    | 2,001,628.    |
|   | TOTAL | \$ 2,353,464. |

OTHER DECREASE

|                              |       |           |
|------------------------------|-------|-----------|
| NON-DEDUCTIBLE EXPENSES..... |       | 4,959.    |
|                              | TOTAL | \$ 4,959. |

NET TOTAL \$ 2,348,505.

BOX 18  
OTHER TAX-EXEMPT INCOME AND NONDEDUCTIBLE EXPENSES

\* DESCRIPTIVE INFORMATION

|  |    |          |
|--|----|----------|
| B INCOME ON BOOKS NOT ON SCH. K (PERMANENT)..... | \$ | 351,836. |
| C DISALLOWED TRAVEL AND ENTERTAINMENT.....       |    | 4,959.   |

BOX 20, CODE N  
BUSINESS INTEREST EXPENSE  
INCLUDED AS A DEDUCTION ON THE FOLLOWING LINE(S)

BELOW IS DEDUCTIBLE BUSINESS INTEREST EXPENSE FOR INCLUSION  
IN THE SEPARATE LOSS CLASS FOR COMPUTING ANY BASIS LIMITATION  
(DEFINED IN SECTION 704(D), REGULATION SECTION 1.163(J)-6(H)).

SCHEDULE K-1, LINE 1..... \$ 436,708.

BOX 20, CODE AH  
SECTION 163(J) INFORMATION

IF YOU ARE REQUIRED TO FILE FORM 8990 "LIMITATION ON BUSINESS  
INTEREST EXPENSE UNDER SECTION 163(J)" THE FOLLOWING INFORMATION  
WILL BE NECESSARY. SEE FORM 8990 INSTRUCTIONS FOR MORE DETAILS.

BUSINESS INTEREST EXPENSE..... 436,708.

SUPPLEMENTAL INFORMATION

PURSUANT TO IRC SECTION 6221(B)(1), FOR THE CURRENT TAX YEAR, THE PARTNERSHIP HAS  
ELECTED OUT OF THE CENTRALIZED PARTNERSHIP AUDIT REGIME. ANY IRS AUDIT CONDUCTED,  
AND ANY SUBSEQUENT ASSESSMENT, WILL BE MADE AT THE PARTNER LEVEL, PARTNER BY  
PARTNER, AND UNDER THE AUDIT PROCEDURES APPLICABLE TO EACH PARTNER FOR THE YEAR  
UNDER EXAMINATION.

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM 1065) 2021

SUPPLEMENTAL INFORMATION

PAGE 3

**SUPPLEMENTAL INFORMATION (CONTINUED)**

PROJECT NEPTUNE, LLC IS AN ELIGIBLE SMALL BUSINESS UNDER SECTION 38(C)(5)(C).

PARTNER 1: RYAN WILLIAMS

SPSL1201L 06/08/21

Statement A—QBI Pass-through Entity Reporting (Schedule K-1, Box 20, Code Z)

|  |  |
|--|--|
| Partnership's name: PROJECT NEPTUNE, LLC | Partnership's EIN: 82-4082186            |
| Partner's name: RYAN WILLIAMS            | Partner's identifying number: [REDACTED] |

|                     |                                     |                                     |                                     |
|---------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Partner's share of: | PROJECT NEPTUNE, LLC                |                                     |                                     |
|                     | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        |
|                     | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated |
|                     | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       |

|   |             |  |  |
|---|-------------|--|--|
| <b>QBI or qualified PTP items subject to partner-specific determinations:</b> |             |  |  |
| Ordinary business income (loss)   | -1,419,093. |  |  |
| Rental income (loss) .....  |             |  |  |
| Royalty income (loss) .....   |             |  |  |
| Section 1231 gain (loss) .....  |             |  |  |
| Other income (loss) .....   |             |  |  |
| Section 179 deduction .....   |             |  |  |
| Other deductions .....  |             |  |  |
| W-2 wages .....   | 754,526.    |  |  |
| UBIA of qualified property .....  | 21,731.     |  |  |
| Section 199A dividends  |             |  |  |

|                     |                                     |                                     |                                     |
|---------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Partner's share of: |                                     |                                     |                                     |
|                     | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        |
|                     | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated |
|                     | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       |

|   |  |  |  |
|---|--|--|--|
| <b>QBI or qualified PTP items subject to partner-specific determinations:</b> |  |  |  |
| Ordinary business income (loss)   |  |  |  |
| Rental income (loss) .....  |  |  |  |
| Royalty income (loss) .....   |  |  |  |
| Section 1231 gain (loss) .....  |  |  |  |
| Other income (loss) .....   |  |  |  |
| Section 179 deduction .....   |  |  |  |
| Other deductions .....  |  |  |  |
| W-2 wages .....   |  |  |  |
| UBIA of qualified property .....  |  |  |  |

**Schedule K-1**  
**(Form 1065)**

Department of the Treasury  
 Internal Revenue Service

For calendar year 2021, or tax year

beginning  /  / 2021 ending  /  /

**Partner's Share of Income, Deductions, Credits, etc.**  
 ▶ See separate instructions.

**Part I Information About the Partnership**

**A** Partnership's employer identification number  
 82-4082186

**B** Partnership's name, address, city, state, and ZIP code  
 PROJECT NEPTUNE, LLC  
 CRUISE BUILDER  
 4700 WEST DAYBREAK PARKWAY SUITE 100  
 SOUTH JORDAN, UT 84009

**C** IRS center where partnership filed return ▶ E-FILE

**D**  Check if this is a publicly traded partnership (PTP)

**Part II Information About the Partner**

**E** Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)  
 [REDACTED]

**F** Name, address, city, state, and ZIP code for partner entered in E. See instructions.  
 KARA MCCOY  
 [REDACTED]

**G**  General partner or LLC member-manager  Limited partner or other LLC member

**H1**  Domestic partner  Foreign partner

**H2**  If the partner is a disregarded entity (DE), enter the partner's:  
 TIN \_\_\_\_\_ Name \_\_\_\_\_

**I1** What type of entity is this partner? INDIVIDUAL

**I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here . . .

**J** Partner's share of profit, loss, and capital (see instructions):

|         | Beginning | Ending |
|---------|-----------|--------|
| Profit  | 18 %      | 18 %   |
| Loss    | 18 %      | 18 %   |
| Capital | 48 %      | 48 %   |

Check if decrease is due to sale or exchange of partnership interest . . .

**K** Partner's share of liabilities:

|   | Beginning      | Ending        |
|---|----------------|---------------|
| Nonrecourse . . . . .                     | \$ 10,560,904. | \$ 4,851,714. |
| Qualified nonrecourse financing . . . . . | \$             | \$            |
| Recourse . . . . .                        | \$ 1,314,120.  | \$ 610,160.   |

Check this box if Item K includes liability amounts from lower tier partnerships. . . .

**L** **Partner's Capital Account Analysis**

|  |                    |
|--|--------------------|
| Beginning capital account . . . . .                      | \$ -562,648.       |
| Capital contributed during the year . . . . .            | \$                 |
| Current year net income (loss) . . . . .                 | \$ -319,296.       |
| Other increase (decrease) (attach explanation) . . . . . | \$ 78,047.         |
| Withdrawals and distributions . . . . .                  | SEE ATTACHED \$( ) |
| Ending capital account . . . . .                         | \$ -803,897.       |

**M** Did the partner contribute property with a built-in gain (loss)?  
 Yes  No If "Yes," attach statement. See instructions.

**N** Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)

|                     |    |
|---------------------|----|
| Beginning . . . . . | \$ |
| Ending . . . . .    | \$ |

**Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items**

|   |  |                          |
|---|--|--------------------------|
| <b>1</b> Ordinary business income (loss)      | <b>14</b> Self-employment earnings (loss)              |                          |
|   |  | -319,296.                |
| <b>2</b> Net rental real estate income (loss) |  |                          |
| <b>3</b> Other net rental income (loss)       | <b>15</b> Credits                                      |                          |
|   | <b>M</b>   | 1,540.                   |
| <b>4a</b> Guaranteed payments for services    |  |                          |
| <b>4b</b> Guaranteed payments for capital     | <b>16</b> Schedule K-3 is attached if checked. . . . . | <input type="checkbox"/> |
| <b>4c</b> Total guaranteed payments           | <b>17</b> Alternative minimum tax (AMT) items          |                          |
| <b>5</b> Interest income                      |  |                          |
| <b>6a</b> Ordinary dividends                  |  |                          |
| <b>6b</b> Qualified dividends                 | <b>18</b> Tax-exempt income and nondeductible expenses |                          |
| <b>6c</b> Dividend equivalents                | <b>B*</b>  | 79,163.                  |
| <b>7</b> Royalties                            | <b>C*</b>  | 1,116.                   |
| <b>8</b> Net short-term capital gain (loss)   |  |                          |
| <b>9a</b> Net long-term capital gain (loss)   | <b>19</b> Distributions                                |                          |
| <b>9b</b> Collectibles (28%) gain (loss)      |  |                          |
| <b>9c</b> Unrecaptured section 1250 gain      | <b>20</b> Other information                            |                          |
|   | <b>AH*</b>   | STMT                     |
| <b>10</b> Net section 1231 gain (loss)        | <b>N*</b>  | STMT                     |
| <b>11</b> Other income (loss)                 | <b>Z*</b>  | STMT                     |
| <b>12</b> Section 179 deduction               | <b>21</b> Foreign taxes paid or accrued                |                          |
| <b>13</b> Other deductions                    |  |                          |

**22**  More than one activity for at-risk purposes\*  
**23**  More than one activity for passive activity purposes\*

\*See attached statement for additional information.

For IRS Use Only

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM 1065) 2021

SUPPLEMENTAL INFORMATION

PAGE 2

**ITEM L  
PARTNER'S CAPITAL ACCOUNT ANALYSIS  
OTHER INCREASE (DECREASE)**

**OTHER INCREASE**

TAX-EXEMPT INTEREST AND/OR TAX-EXEMPT OTHER INCOME..... \$ 79,163.  
TOTAL \$ 79,163.

**OTHER DECREASE**

NON-DEDUCTIBLE EXPENSES..... 1,116.  
TOTAL \$ 1,116.

NET TOTAL \$ 78,047.

**BOX 18  
OTHER TAX-EXEMPT INCOME AND NONDEDUCTIBLE EXPENSES**

**\* DESCRIPTIVE INFORMATION**

B INCOME ON BOOKS NOT ON SCH. K (PERMANENT)..... \$ 79,163.  
C DISALLOWED TRAVEL AND ENTERTAINMENT..... 1,116.

**BOX 20, CODE N  
BUSINESS INTEREST EXPENSE  
INCLUDED AS A DEDUCTION ON THE FOLLOWING LINE(S)**

BELOW IS DEDUCTIBLE BUSINESS INTEREST EXPENSE FOR INCLUSION  
IN THE SEPARATE LOSS CLASS FOR COMPUTING ANY BASIS LIMITATION  
(DEFINED IN SECTION 704(D), REGULATION SECTION 1.163(J)-6(H)).

SCHEDULE K-1, LINE 1..... \$ 98,259.

**BOX 20, CODE AH  
SECTION 163(J) INFORMATION**

IF YOU ARE REQUIRED TO FILE FORM 8990 "LIMITATION ON BUSINESS  
INTEREST EXPENSE UNDER SECTION 163(J)" THE FOLLOWING INFORMATION  
WILL BE NECESSARY. SEE FORM 8990 INSTRUCTIONS FOR MORE DETAILS.

BUSINESS INTEREST EXPENSE..... 98,259.

**SUPPLEMENTAL INFORMATION**

PURSUANT TO IRC SECTION 6221(B)(1), FOR THE CURRENT TAX YEAR, THE PARTNERSHIP HAS  
ELECTED OUT OF THE CENTRALIZED PARTNERSHIP AUDIT REGIME. ANY IRS AUDIT CONDUCTED,  
AND ANY SUBSEQUENT ASSESSMENT, WILL BE MADE AT THE PARTNER LEVEL, PARTNER BY  
PARTNER, AND UNDER THE AUDIT PROCEDURES APPLICABLE TO EACH PARTNER FOR THE YEAR  
UNDER EXAMINATION.

PROJECT NEPTUNE, LLC IS AN ELIGIBLE SMALL BUSINESS UNDER SECTION 38(C)(5)(C).

PARTNER 2: KARA MCCOY



Statement A—QBI Pass-through Entity Reporting (Schedule K-1, Box 20, Code Z)

|  |  |
|--|--|
| Partnership's name: PROJECT NEPTUNE, LLC | Partnership's EIN: 82-4082186            |
| Partner's name: KARA MCCOY               | Partner's identifying number: [REDACTED] |

|                     |                                     |                                     |                                     |
|---------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Partner's share of: | PROJECT NEPTUNE, LLC                |                                     |                                     |
|                     | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        |
|                     | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated |
|                     | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       |

|   |           |  |  |
|---|-----------|--|--|
| <b>QBI or qualified PTP items subject to partner-specific determinations:</b> |           |  |  |
| Ordinary business income (loss)   | -319,296. |  |  |
| Rental income (loss) . . . . .  |           |  |  |
| Royalty income (loss) . . . . .   |           |  |  |
| Section 1231 gain (loss) . . . . .  |           |  |  |
| Other income (loss) . . . . .   |           |  |  |
| Section 179 deduction . . . . .   |           |  |  |
| Other deductions . . . . .  |           |  |  |
| W-2 wages . . . . .   | 169,768.  |  |  |
| UBIA of qualified property . . . . .  | 4,890.    |  |  |
| Section 199A dividends  |           |  |  |

|                     |                                     |                                     |                                     |
|---------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Partner's share of: |                                     |                                     |                                     |
|                     | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        |
|                     | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated |
|                     | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       |

|   |  |  |  |
|---|--|--|--|
| <b>QBI or qualified PTP items subject to partner-specific determinations:</b> |  |  |  |
| Ordinary business income (loss)   |  |  |  |
| Rental income (loss) . . . . .  |  |  |  |
| Royalty income (loss) . . . . .   |  |  |  |
| Section 1231 gain (loss) . . . . .  |  |  |  |
| Other income (loss) . . . . .   |  |  |  |
| Section 179 deduction . . . . .   |  |  |  |
| Other deductions . . . . .  |  |  |  |
| W-2 wages . . . . .   |  |  |  |
| UBIA of qualified property . . . . .  |  |  |  |

**Schedule K-1**

(Form 1065)

Department of the Treasury  
Internal Revenue Service

For calendar year 2021, or tax year

beginning  /  / 2021 ending  /  /

**Partner's Share of Income, Deductions, Credits, etc.**

▶ See separate instructions.

**Part I Information About the Partnership**

**A** Partnership's employer identification number  
82-4082186

**B** Partnership's name, address, city, state, and ZIP code  
PROJECT NEPTUNE, LLC  
CRUISE BUILDER  
4700 WEST DAYBREAK PARKWAY SUITE 100  
SOUTH JORDAN, UT 84009

**C** IRS center where partnership filed return ▶ E-FILE

**D**  Check if this is a publicly traded partnership (PTP)

**Part II Information About the Partner**

**E** Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)  
[REDACTED]

**F** Name, address, city, state, and ZIP code for partner entered in E. See instructions.  
WES COBOS  
[REDACTED]

**G**  General partner or LLC member-manager  Limited partner or other LLC member

**H1**  Domestic partner  Foreign partner

**H2**  If the partner is a disregarded entity (DE), enter the partner's:  
TIN \_\_\_\_\_ Name \_\_\_\_\_

**I1** What type of entity is this partner? INDIVIDUAL

**I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ...

**J** Partner's share of profit, loss, and capital (see instructions):

|         | Beginning | Ending |
|---------|-----------|--------|
| Profit  | 1 %       | 1 %    |
| Loss    | 1 %       | 1 %    |
| Capital | 1 %       | 1 %    |

Check if decrease is due to sale or exchange of partnership interest ...

**K** Partner's share of liabilities:

|                                 | Beginning   | Ending      |
|---------------------------------|-------------|-------------|
| Nonrecourse                     | \$ 220,019. | \$ 269,540. |
| Qualified nonrecourse financing | \$          | \$          |
| Recourse                        | \$ 26,315.  | \$ 31,120.  |

Check this box if item K includes liability amounts from lower tier partnerships. ...

**L Partner's Capital Account Analysis**

|  |              |
|--|--------------|
| Beginning capital account                      | \$ -12,485.  |
| Capital contributed during the year            | \$           |
| Current year net income (loss)                 | \$ -17,739.  |
| Other increase (decrease) (attach explanation) | \$ 4,336.    |
| Withdrawals and distributions                  | SEE ATTACHED |
| Ending capital account                         | \$ -25,888.  |

**M** Did the partner contribute property with a built-in gain (loss)?  
 Yes  No If "Yes," attach statement. See instructions.

**N** Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)

|           |    |
|-----------|----|
| Beginning | \$ |
| Ending    | \$ |

**Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items**

|  |   |
|--|---|
| <b>1</b> Ordinary business income (loss)   | <b>14</b> Self-employment earnings (loss)                               |
| -17,739.   | A 14,547.   |
| <b>2</b> Net rental real estate income (loss)  |   |
| <b>3</b> Other net rental income (loss)  | <b>15</b> Credits   |
|  | M 86.   |
| <b>4a</b> Guaranteed payments for services   |   |
| 14,547.  |   |
| <b>4b</b> Guaranteed payments for capital  | <b>16</b> Schedule K-3 is attached if checked. <input type="checkbox"/> |
| <b>4c</b> Total guaranteed payments  | <b>17</b> Alternative minimum tax (AMT) items                           |
| 14,547.  |   |
| <b>5</b> Interest income   |   |
| <b>6a</b> Ordinary dividends   |   |
| <b>6b</b> Qualified dividends  | <b>18</b> Tax-exempt income and nondeductible expenses                  |
| <b>6c</b> Dividend equivalents   | B* 4,398.   |
| <b>7</b> Royalties   | C* 62.  |
| <b>8</b> Net short-term capital gain (loss)  | <b>19</b> Distributions   |
| <b>9a</b> Net long-term capital gain (loss)  |   |
| <b>9b</b> Collectibles (28%) gain (loss)   |   |
| <b>9c</b> Unrecaptured section 1250 gain   | <b>20</b> Other information   |
| <b>10</b> Net section 1231 gain (loss)   | AH* STMT  |
| <b>11</b> Other income (loss)  | N* STMT   |
|  | Z* STMT   |
| <b>12</b> Section 179 deduction  | <b>21</b> Foreign taxes paid or accrued                                 |
| <b>13</b> Other deductions   |   |
| M 14,547.  |   |
| <b>22</b> <input type="checkbox"/> More than one activity for at-risk purposes*          |   |
| <b>23</b> <input type="checkbox"/> More than one activity for passive activity purposes* |   |

\*See attached statement for additional information.

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM 1065) 2021

SUPPLEMENTAL INFORMATION

PAGE 2

**ITEM L  
PARTNER'S CAPITAL ACCOUNT ANALYSIS  
OTHER INCREASE (DECREASE)**

**OTHER INCREASE**

TAX-EXEMPT INTEREST AND/OR TAX-EXEMPT OTHER INCOME..... \$ 4,398.  
TOTAL \$ 4,398.

**OTHER DECREASE**

NON-DEDUCTIBLE EXPENSES..... 62.  
TOTAL \$ 62.

NET TOTAL \$ 4,336.

**BOX 18  
OTHER TAX-EXEMPT INCOME AND NONDEDUCTIBLE EXPENSES**

**\* DESCRIPTIVE INFORMATION**

B INCOME ON BOOKS NOT ON SCH. K (PERMANENT)..... \$ 4,398.  
C DISALLOWED TRAVEL AND ENTERTAINMENT..... 62.

**BOX 20, CODE N  
BUSINESS INTEREST EXPENSE  
INCLUDED AS A DEDUCTION ON THE FOLLOWING LINE(S)**

BELOW IS DEDUCTIBLE BUSINESS INTEREST EXPENSE FOR INCLUSION  
IN THE SEPARATE LOSS CLASS FOR COMPUTING ANY BASIS LIMITATION  
(DEFINED IN SECTION 704(D), REGULATION SECTION 1.163(J)-6(H)).

SCHEDULE K-1, LINE 1..... \$ 5,459.

**BOX 20, CODE AH  
SECTION 163(J) INFORMATION**

IF YOU ARE REQUIRED TO FILE FORM 8990 "LIMITATION ON BUSINESS  
INTEREST EXPENSE UNDER SECTION 163(J)" THE FOLLOWING INFORMATION  
WILL BE NECESSARY. SEE FORM 8990 INSTRUCTIONS FOR MORE DETAILS.

BUSINESS INTEREST EXPENSE..... 5,459.

**SUPPLEMENTAL INFORMATION**

PURSUANT TO IRC SECTION 6221(B) (1), FOR THE CURRENT TAX YEAR, THE PARTNERSHIP HAS  
ELECTED OUT OF THE CENTRALIZED PARTNERSHIP AUDIT REGIME. ANY IRS AUDIT CONDUCTED,  
AND ANY SUBSEQUENT ASSESSMENT, WILL BE MADE AT THE PARTNER LEVEL, PARTNER BY  
PARTNER, AND UNDER THE AUDIT PROCEDURES APPLICABLE TO EACH PARTNER FOR THE YEAR  
UNDER EXAMINATION.

PROJECT NEPTUNE, LLC IS AN ELIGIBLE SMALL BUSINESS UNDER SECTION 38(C) (5) (C).

PARTNER 3: WES COBOS

**Statement A—QBI Pass-through Entity Reporting (Schedule K-1, Box 20, Code Z)**

|  |  |
|--|--|
| Partnership's name: PROJECT NEPTUNE, LLC | Partnership's EIN: 82-4082186            |
| Partner's name: WES COBOS                | Partner's identifying number: [REDACTED] |

|                     |                                     |                                     |                                     |
|---------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Partner's share of: | PROJECT NEPTUNE, LLC                |                                     |                                     |
|                     | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        |
|                     | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated |
|                     | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       |

|   |          |  |  |
|---|----------|--|--|
| <b>QBI or qualified PTP items subject to partner-specific determinations:</b> |          |  |  |
| Ordinary business income (loss)   | -17,739. |  |  |
| Rental income (loss) .....  |          |  |  |
| Royalty income (loss) .....   |          |  |  |
| Section 1231 gain (loss) .....  |          |  |  |
| Other income (loss) .....   |          |  |  |
| Section 179 deduction .....   |          |  |  |
| Other deductions .....  |          |  |  |
| W-2 wages .....   | 9,432.   |  |  |
| UBIA of qualified property .....  | 272.     |  |  |
| Section 199A dividends  |          |  |  |

|                     |                                     |                                     |                                     |
|---------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Partner's share of: |                                     |                                     |                                     |
|                     | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        |
|                     | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated |
|                     | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       |

|   |  |  |  |
|---|--|--|--|
| <b>QBI or qualified PTP items subject to partner-specific determinations:</b> |  |  |  |
| Ordinary business income (loss)   |  |  |  |
| Rental income (loss) .....  |  |  |  |
| Royalty income (loss) .....   |  |  |  |
| Section 1231 gain (loss) .....  |  |  |  |
| Other income (loss) .....   |  |  |  |
| Section 179 deduction .....   |  |  |  |
| Other deductions .....  |  |  |  |
| W-2 wages .....   |  |  |  |
| UBIA of qualified property .....  |  |  |  |

**Schedule K-1**  
**(Form 1065)**

Department of the Treasury  
Internal Revenue Service

For calendar year 2021, or tax year

beginning  /  / 2021 ending  /  /

**2021**

Final K-1

Amended K-1

OMB No. 1545-0123

**Partner's Share of Income, Deductions, Credits, etc.**

▶ See separate instructions.

**Part I Information About the Partnership**

**A** Partnership's employer identification number  
82-4082186

**B** Partnership's name, address, city, state, and ZIP code  
PROJECT NEPTUNE, LLC  
CRUISE BUILDER  
4700 WEST DAYBREAK PARKWAY SUITE 100  
SOUTH JORDAN, UT 84009

**C** IRS center where partnership filed return ▶ **E-FILE**

**D**  Check if this is a publicly traded partnership (PTP)

**Part II Information About the Partner**

**E** Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)  
[REDACTED]

**F** Name, address, city, state, and ZIP code for partner entered in E. See instructions.  
KAELEN GULBRANSON  
[REDACTED]

**G**  General partner or LLC member-manager  Limited partner or other LLC member

**H1**  Domestic partner  Foreign partner

**H2**  If the partner is a disregarded entity (DE), enter the partner's:  
TIN \_\_\_\_\_ Name \_\_\_\_\_

**I1** What type of entity is this partner? INDIVIDUAL

**I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here . . . ▶

**J** Partner's share of profit, loss, and capital (see instructions):

|         | Beginning | Ending |
|---------|-----------|--------|
| Profit  | 1 %       | 1 %    |
| Loss    | 1 %       | 1 %    |
| Capital | 1 %       | 1 %    |

Check if decrease is due to sale or exchange of partnership interest . . . ▶

**K** Partner's share of liabilities:

|   | Beginning   | Ending      |
|---|-------------|-------------|
| Nonrecourse . . . . .                     | \$ 220,019. | \$ 269,540. |
| Qualified nonrecourse financing . . . . . | \$          | \$          |
| Recourse . . . . .                        | \$ 76,315.  | \$ 81,120.  |

Check this box if Item K includes liability amounts from lower tier partnerships. . . . ▶

**L Partner's Capital Account Analysis**

|  |                    |
|--|--------------------|
| Beginning capital account . . . . .                      | \$ -12,485.        |
| Capital contributed during the year . . . . .            | \$                 |
| Current year net income (loss) . . . . .                 | \$ -17,739.        |
| Other increase (decrease) (attach explanation) . . . . . | \$ 4,336.          |
| Withdrawals and distributions . . . . .                  | \$( SEE ATTACHED ) |
| Ending capital account . . . . .                         | \$ -25,888.        |

**M** Did the partner contribute property with a built-in gain (loss)?  
 Yes  No If "Yes," attach statement. See instructions.

**N** Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)

|                     |    |
|---------------------|----|
| Beginning . . . . . | \$ |
| Ending . . . . .    | \$ |

**Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items**

|   |   |
|---|---|
| <b>1</b> Ordinary business income (loss)      | <b>14</b> Self-employment earnings (loss)   |
| -17,739.                                      | A 15,121.   |
| <b>2</b> Net rental real estate income (loss) |   |
| <b>3</b> Other net rental income (loss)       | <b>15</b> Credits   |
|   | M 86.   |
| <b>4a</b> Guaranteed payments for services    |   |
| 15,121.                                       |   |
| <b>4b</b> Guaranteed payments for capital     | <b>16</b> Schedule K-3 is attached if checked. . . . . ▶ <input type="checkbox"/> |
| <b>4c</b> Total guaranteed payments           | <b>17</b> Alternative minimum tax (AMT) items                                     |
| 15,121.                                       |   |
| <b>5</b> Interest income                      |   |
| <b>6a</b> Ordinary dividends                  |   |
| <b>6b</b> Qualified dividends                 | <b>18</b> Tax-exempt income and nondeductible expenses                            |
| <b>6c</b> Dividend equivalents                | B* 4,398.   |
| <b>7</b> Royalties                            | C* 62.  |
| <b>8</b> Net short-term capital gain (loss)   | <b>19</b> Distributions   |
| <b>9a</b> Net long-term capital gain (loss)   |   |
| <b>9b</b> Collectibles (28%) gain (loss)      |   |
| <b>9c</b> Unrecaptured section 1250 gain      | <b>20</b> Other information   |
| <b>10</b> Net section 1231 gain (loss)        | AH* STMT  |
| <b>11</b> Other income (loss)                 | N* STMT   |
|   | Z* STMT   |
| <b>12</b> Section 179 deduction               | <b>21</b> Foreign taxes paid or accrued   |
| <b>13</b> Other deductions                    |   |
| M 15,121.                                     |   |

**22**  More than one activity for at-risk purposes\*

**23**  More than one activity for passive activity purposes\*

\*See attached statement for additional information.

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM 1065) 2021

SUPPLEMENTAL INFORMATION

PAGE 2

ITEM L  
PARTNER'S CAPITAL ACCOUNT ANALYSIS  
OTHER INCREASE (DECREASE)

OTHER INCREASE

TAX-EXEMPT INTEREST AND/OR TAX-EXEMPT OTHER INCOME..... \$ 4,398.  
TOTAL \$ 4,398.

OTHER DECREASE

NON-DEDUCTIBLE EXPENSES..... 62.  
TOTAL \$ 62.

NET TOTAL \$ 4,336.

BOX 18  
OTHER TAX-EXEMPT INCOME AND NONDEDUCTIBLE EXPENSES

\* DESCRIPTIVE INFORMATION

B INCOME ON BOOKS NOT ON SCH. K (PERMANENT)..... \$ 4,398.  
C DISALLOWED TRAVEL AND ENTERTAINMENT..... 62.

BOX 20, CODE N  
BUSINESS INTEREST EXPENSE  
INCLUDED AS A DEDUCTION ON THE FOLLOWING LINE(S)

BELOW IS DEDUCTIBLE BUSINESS INTEREST EXPENSE FOR INCLUSION  
IN THE SEPARATE LOSS CLASS FOR COMPUTING ANY BASIS LIMITATION  
(DEFINED IN SECTION 704(D), REGULATION SECTION 1.163(J)-6(H)).

SCHEDULE K-1, LINE 1..... \$ 5,459.

BOX 20, CODE AH  
SECTION 163(J) INFORMATION

IF YOU ARE REQUIRED TO FILE FORM 8990 "LIMITATION ON BUSINESS  
INTEREST EXPENSE UNDER SECTION 163(J)" THE FOLLOWING INFORMATION  
WILL BE NECESSARY. SEE FORM 8990 INSTRUCTIONS FOR MORE DETAILS.

BUSINESS INTEREST EXPENSE..... 5,459.

SUPPLEMENTAL INFORMATION

PURSUANT TO IRC SECTION 6221(B)(1), FOR THE CURRENT TAX YEAR, THE PARTNERSHIP HAS  
ELECTED OUT OF THE CENTRALIZED PARTNERSHIP AUDIT REGIME. ANY IRS AUDIT CONDUCTED,  
AND ANY SUBSEQUENT ASSESSMENT, WILL BE MADE AT THE PARTNER LEVEL, PARTNER BY  
PARTNER, AND UNDER THE AUDIT PROCEDURES APPLICABLE TO EACH PARTNER FOR THE YEAR  
UNDER EXAMINATION.

PROJECT NEPTUNE, LLC IS AN ELIGIBLE SMALL BUSINESS UNDER SECTION 38(C)(5)(C).

PARTNER 4: KAELEN GULBRANSON

Statement A—QBI Pass-through Entity Reporting (Schedule K-1, Box 20, Code Z)

|  |  |
|--|--|
| Partnership's name: PROJECT NEPTUNE, LLC | Partnership's EIN: 82-4082186            |
| Partner's name: KAELEN GULBRANSON        | Partner's identifying number: [REDACTED] |

|                     |                                     |                                     |                                     |
|---------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Partner's share of: | PROJECT NEPTUNE, LLC                |                                     |                                     |
|                     | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        |
|                     | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated |
|                     | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       |

|   |          |  |  |
|---|----------|--|--|
| <b>QBI or qualified PTP items subject to partner-specific determinations:</b> |          |  |  |
| Ordinary business income (loss)   | -17,739. |  |  |
| Rental income (loss)  |          |  |  |
| Royalty income (loss)   |          |  |  |
| Section 1231 gain (loss)  |          |  |  |
| Other income (loss)   |          |  |  |
| Section 179 deduction   |          |  |  |
| Other deductions  |          |  |  |
| W-2 wages   | 9,432.   |  |  |
| UBIA of qualified property  | 272.     |  |  |
| Section 199A dividends  |          |  |  |

|                     |                                     |                                     |                                     |
|---------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Partner's share of: |                                     |                                     |                                     |
|                     | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        |
|                     | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated |
|                     | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       |

|   |  |  |  |
|---|--|--|--|
| <b>QBI or qualified PTP items subject to partner-specific determinations:</b> |  |  |  |
| Ordinary business income (loss)   |  |  |  |
| Rental income (loss)  |  |  |  |
| Royalty income (loss)   |  |  |  |
| Section 1231 gain (loss)  |  |  |  |
| Other income (loss)   |  |  |  |
| Section 179 deduction   |  |  |  |
| Other deductions  |  |  |  |
| W-2 wages   |  |  |  |
| UBIA of qualified property  |  |  |  |

**Schedule K-1**  
**(Form 1065)**

Department of the Treasury  
Internal Revenue Service

For calendar year 2021, or tax year

OMB No. 1545-0123

beginning        /        / 2021 ending        /        /

**Partner's Share of Income, Deductions, Credits, etc.**

▶ See separate instructions.

**Part I Information About the Partnership**

**A** Partnership's employer identification number  
82-4082186

**B** Partnership's name, address, city, state, and ZIP code  
PROJECT NEPTUNE, LLC  
CRUISE BUILDER  
4700 WEST DAYBREAK PARKWAY SUITE 100  
SOUTH JORDAN, UT 84009

**C** IRS center where partnership filed return ▶ E-FILE

**D**  Check if this is a publicly traded partnership (PTP)

**Part II Information About the Partner**

**E** Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)  
[REDACTED]

**F** Name, address, city, state, and ZIP code for partner entered in E. See instructions.  
MARCIA WILLIAMS  
[REDACTED]

**G**  General partner or LLC member-manager  Limited partner or other LLC member

**H1**  Domestic partner  Foreign partner

**H2**  If the partner is a disregarded entity (DE), enter the partner's TIN \_\_\_\_\_ Name \_\_\_\_\_

**I1** What type of entity is this partner? INDIVIDUAL

**I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

**J** Partner's share of profit, loss, and capital (see instructions):

|         | Beginning | Ending |
|---------|-----------|--------|
| Profit  | %         | 80 %   |
| Loss    | %         | 80 %   |
| Capital | %         | 50 %   |

Check if decrease is due to sale or exchange of partnership interest

**K** Partner's share of liabilities:

|                                 | Beginning | Ending |
|---------------------------------|-----------|--------|
| Nonrecourse                     | \$        | \$     |
| Qualified nonrecourse financing | \$        | \$     |
| Recourse                        | \$        | \$     |

Check this box if Item K includes liability amounts from lower tier partnerships

**L Partner's Capital Account Analysis**

Beginning capital account ..... \$ 0.

Capital contributed during the year ..... \$

Current year net income (loss) ..... \$

Other increase (decrease) (attach explanation) ..... \$ -2,001,628.

SEE ATTACHED

Withdrawals and distributions ..... \$( )

Ending capital account ..... \$ -2,001,628.

**M** Did the partner contribute property with a built-in gain (loss)?  
 Yes  No If "Yes," attach statement. See instructions.

**N** Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)

Beginning ..... \$

Ending ..... \$

**Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items**

|    |                                      |    |   |
|----|--------------------------------------|----|---|
| 1  | Ordinary business income (loss)      | 14 | Self-employment earnings (loss)                               |
| 2  | Net rental real estate income (loss) |    |   |
| 3  | Other net rental income (loss)       | 15 | Credits   |
| 4a | Guaranteed payments for services     |    |   |
| 4b | Guaranteed payments for capital      | 16 | Schedule K-3 is attached if checked. <input type="checkbox"/> |
| 4c | Total guaranteed payments            | 17 | Alternative minimum tax (AMT) items                           |
| 5  | Interest income                      |    |   |
| 6a | Ordinary dividends                   |    |   |
| 6b | Qualified dividends                  | 18 | Tax-exempt income and nondeductible expenses                  |
| 6c | Dividend equivalents                 |    |   |
| 7  | Royalties                            |    |   |
| 8  | Net short-term capital gain (loss)   | 19 | Distributions   |
| 9a | Net long-term capital gain (loss)    |    |   |
| 9b | Collectibles (28%) gain (loss)       |    |   |
| 9c | Unrecaptured section 1250 gain       | 20 | Other information   |
| 10 | Net section 1231 gain (loss)         |    |   |
| 11 | Other income (loss)                  |    |   |
| 12 | Section 179 deduction                | 21 | Foreign taxes paid or accrued                                 |
| 13 | Other deductions                     |    |   |

22  More than one activity for at-risk purposes\*

23  More than one activity for passive activity purposes\*

\*See attached statement for additional information.

For IRS Use Only



PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM 1065) 2021

SUPPLEMENTAL INFORMATION

PAGE 2

**ITEM L  
PARTNER'S CAPITAL ACCOUNT ANALYSIS  
OTHER INCREASE (DECREASE)**

**OTHER DECREASE**

|                          |                      |
|--------------------------|----------------------|
| TRANSFER OF CAPITAL..... | \$ 2,001,628.        |
| TOTAL                    | <u>\$ 2,001,628.</u> |

**SUPPLEMENTAL INFORMATION**

PURSUANT TO IRC SECTION 6221(B) (1), FOR THE CURRENT TAX YEAR, THE PARTNERSHIP HAS ELECTED OUT OF THE CENTRALIZED PARTNERSHIP AUDIT REGIME. ANY IRS AUDIT CONDUCTED, AND ANY SUBSEQUENT ASSESSMENT, WILL BE MADE AT THE PARTNER LEVEL, PARTNER BY PARTNER, AND UNDER THE AUDIT PROCEDURES APPLICABLE TO EACH PARTNER FOR THE YEAR UNDER EXAMINATION.

**SCHEDULE M-3**  
**(Form 1065)**  
 (Rev. December 2021)  
 Department of the Treasury  
 Internal Revenue Service

**Net Income (Loss) Reconciliation  
 for Certain Partnerships**

OMB No. 1545-0123

▶ Attach to Form 1065.

▶ Go to [www.irs.gov/Form1065](http://www.irs.gov/Form1065) for instructions and the latest information.

|  |   |
|--|---|
| Name of partnership<br><b>PROJECT NEPTUNE, LLC</b> | Employer identification number<br><b>82-4082186</b> |
|--|---|

**This Schedule M-3 is being filed because (check all that apply):**

- A  The amount of the partnership's total assets at the end of the tax year is equal to \$10 million or more.
- B  The amount of the partnership's adjusted total assets for the tax year is equal to \$10 million or more. If box B is checked, enter the amount of adjusted total assets for the tax year 30,165,968.
- C  The amount of total receipts for the tax year is equal to \$35 million or more. If box C is checked, enter the total receipts for the tax year \_\_\_\_\_.
- D  An entity that is a reportable entity partner with respect to the partnership owns or is deemed to own an interest of 50% or more in the partnership's capital, profit, or loss, on any day during the tax year of the partnership.

| Name of Reportable Entity Partner | Identifying Number | Maximum Percentage Owned or Deemed Owned |
|-----------------------------------|--------------------|--|
|                                   |                    |  |
|                                   |                    |  |
|                                   |                    |  |
|                                   |                    |  |

E  Voluntary filer.

**Part I Financial Information and Net Income (Loss) Reconciliation**

- 1 a Did the partnership file SEC Form 10-K for its income statement period ending with or within this tax year?  
 Yes. Skip lines 1b and 1c and complete lines 2 through 11 with respect to that SEC Form 10-K.  
 No. Go to line 1b. See instructions if multiple non-tax-basis income statements are prepared.
- b Did the partnership prepare a certified audited non-tax-basis income statement for that period?  
 Yes. Skip line 1c and complete lines 2 through 11 with respect to that income statement.  
 No. Go to line 1c.
- c Did the partnership prepare a non-tax-basis income statement for that period?  
 Yes. Complete lines 2 through 11 with respect to that income statement.  
 No. Skip lines 2 through 3b and enter the partnership's net income (loss) per its books and records on line 4a.
- 2 Enter the income statement period: Beginning \_\_\_\_\_ Ending \_\_\_\_\_
- 3 a Has the partnership's income statement been restated for the income statement period on line 2?  
 Yes. (If 'Yes', attach a statement and the amount of each item restated.)  
 No.
- b Has the partnership's income statement been restated for any of the 5 income statement periods immediately preceding the period on line 2?  
 Yes. (If 'Yes', attach a statement and the amount of each item restated.)  
 No.

|   |    |             |
|---|----|-------------|
| 4 a Worldwide consolidated net income (loss) from income statement source identified on Part I, line 1.....                 | 4a | -1,097,149. |
| b Indicate accounting standard used for line 4a. See instructions.  |    |             |
| 1 <input type="checkbox"/> GAAP    2 <input type="checkbox"/> IFRS    3 <input type="checkbox"/> Section 704(b)             |    |             |
| 4 <input type="checkbox"/> Tax-basis    5 <input checked="" type="checkbox"/> Other (specify) ▶ <u>ACCRUAL</u>              |    |             |
| 5 a Net income from nonincludible foreign entities (attach statement).....  | 5a | ( )         |
| b Net loss from nonincludible foreign entities (attach statement and enter as a positive amount).....                       | 5b |             |
| 6 a Net income from nonincludible U.S. entities (attach statement).....   | 6a | ( )         |
| b Net loss from nonincludible U.S. entities (attach statement and enter as a positive amount).....                          | 6b |             |
| 7 a Net income (loss) of other foreign disregarded entities (attach statement).....   | 7a |             |
| b Net income (loss) of other U.S. disregarded entities (attach statement).....  | 7b |             |
| 8 Adjustment to eliminations of transactions between includible entities and nonincludible entities (attach statement)..... | 8  |             |
| 9 Adjustment to reconcile income statement period to tax year (attach statement).....                                       | 9  |             |
| 10 Other adjustments to reconcile to amount on line 11 (attach statement).....  | 10 |             |
| 11 <b>Net income (loss) per income statement of the partnership.</b> Combine lines 4a through 10.....                       | 11 | -1,097,149. |

Note: Part I, line 11 must equal Part II, line 26, column (a); or Form 1065, Schedule M-1, line 1. See instructions.

12 Enter the total amount (not just the partnership's share) of the assets and liabilities of all entities included or removed on the following lines.

|                                   | Total Assets | Total Liabilities |
|-----------------------------------|--------------|-------------------|
| a Included on Part I, line 4..... | 25,634,501.  | 30,165,968.       |
| b Removed on Part I, line 5.....  |              |                   |
| c Removed on Part I, line 6.....  |              |                   |
| d Included on Part I, line 7..... |              |                   |

Form **6765**  
 (Rev. December 2020)  
 Department of the Treasury  
 Internal Revenue Service

**Credit for Increasing Research Activities**

OMB No. 1545-0619

► Attach to your tax return.  
 ► Go to [www.irs.gov/Form6765](http://www.irs.gov/Form6765) for instructions and the latest information.

Attachment Sequence No. **676**

Name(s) shown on return: **PROJECT NEPTUNE, LLC** Identifying number: **82-4082186**

**Section A – Regular Credit.** Skip this section and go to Section B if you are electing or previously elected (and are not revoking) the alternative simplified credit.

|    |  |    |    |   |
|----|--|----|----|---|
| 1  | Certain amounts paid or incurred to energy consortia (see instructions)  |    | 1  |   |
| 2  | Basic research payments to qualified organizations (see instructions)  | 2  |    |   |
| 3  | Qualified organization base period amount  | 3  |    |   |
| 4  | Subtract line 3 from line 2. If zero or less, enter -0-  |    | 4  |   |
| 5  | Wages for qualified services (do not include wages used in figuring the work opportunity credit)   | 5  |    |   |
| 6  | Cost of supplies   | 6  |    |   |
| 7  | Rental or lease costs of computers (see instructions)  | 7  |    |   |
| 8  | Enter the applicable percentage of contract research expenses. See instructions  | 8  |    |   |
| 9  | Total qualified research expenses. Add lines 5 through 8   | 9  |    |   |
| 10 | Enter fixed-base percentage, but not more than 16% (0.16) (see instructions)   | 10 |    | % |
| 11 | Enter average annual gross receipts. See instructions  | 11 |    |   |
| 12 | Multiply line 11 by the percentage on line 10  | 12 |    |   |
| 13 | Subtract line 12 from line 9. If zero or less, enter -0-   | 13 |    |   |
| 14 | Multiply line 9 by 50% (0.50)  | 14 |    |   |
| 15 | Enter the smaller of line 13 or line 14  |    | 15 |   |
| 16 | Add lines 1, 4, and 15   |    | 16 |   |
| 17 | Are you electing the reduced credit under section 280C? ► Yes <input type="checkbox"/> No <input type="checkbox"/><br>If "Yes," multiply line 16 by 15.8% (0.158). If "No," multiply line 16 by 20% (0.20) and see the instructions for the statement that must be attached. Members of controlled groups or businesses under common control, see instructions for the statement that must be attached |    | 17 |   |

**Section B – Alternative Simplified Credit.** Skip this section if you are completing Section A.

|    |   |    |          |         |
|----|---|----|----------|---------|
| 18 | Certain amounts paid or incurred to energy consortia (see the line 1 instructions)  |    | 18       |         |
| 19 | Basic research payments to qualified organizations (see the line 2 instructions)  | 19 |          |         |
| 20 | Qualified organization base period amount (see the line 3 instructions)   | 20 |          |         |
| 21 | Subtract line 20 from line 19. If zero or less, enter -0-   |    | 21       |         |
| 22 | Add lines 18 and 21   |    | 22       |         |
| 23 | Multiply line 22 by 20% (0.20)  |    | 23       |         |
| 24 | Wages for qualified services (do not include wages used in figuring the work opportunity credit)  | 24 | 180,522. |         |
| 25 | Cost of supplies  | 25 |          |         |
| 26 | Rental or lease costs of computers (see the line 7 instructions)  | 26 |          |         |
| 27 | Enter the applicable percentage of contract research expenses. See the line 8 instructions  | 27 |          |         |
| 28 | Total qualified research expenses. Add lines 24 through 27  | 28 | 180,522. |         |
| 29 | Enter your total qualified research expenses for the prior 3 tax years. If you had no qualified research expenses in any one of those years, skip lines 30 and 31   | 29 |          |         |
| 30 | Divide line 29 by 6.0   | 30 |          |         |
| 31 | Subtract line 30 from line 28. If zero or less, enter -0-   | 31 | 0.       |         |
| 32 | Multiply line 31 by 14% (0.14). If you skipped lines 30 and 31, multiply line 28 by 6% (0.06)   |    |          | 10,831. |
| 33 | Add lines 23 and 32   |    |          | 10,831. |
| 34 | Are you electing the reduced credit under section 280C? ► Yes <input checked="" type="checkbox"/> No <input type="checkbox"/><br>If "Yes," multiply line 33 by 79% (0.79). If "No," enter the amount from line 33 and see the line 17 instructions for the statement that must be attached. Members of controlled groups or businesses under common control, see instructions for the statement that must be attached |    |          | 8,556.  |

**BAA For Paperwork Reduction Act Notice, see separate instructions.**

Form **6765** (Rev. 12-2020)

**Section C – Current Year Credit**

|  |           |        |
|--|-----------|--------|
| <b>35</b> Enter the portion of the credit from Form 8932, line 2, that is attributable to wages that were also used to figure the credit on line 17 or line 34 (whichever applies).....  | <b>35</b> |        |
| <b>36</b> Subtract line 35 from line 17 or line 34 (whichever applies). If zero or less, enter -0-.....  | <b>36</b> | 8,556. |
| <b>37</b> Credit for increasing research activities from partnerships, S corporations, estates, and trusts.....  | <b>37</b> |        |
| <b>38</b> Add lines 36 and 37.....<br>• Estates and trusts, go to line 39.<br>• Partnerships and S corporations not electing the payroll tax credit, stop here and report this amount on Schedule K.<br>• Partnerships and S corporations electing the payroll tax credit, complete Section D and report on Schedule K the amount on this line reduced by the amount on line 44.<br>• Eligible small businesses, stop here and report the credit on Form 3800, Part III, line 4i. See instructions for the definition of eligible small business.<br>• Filers other than eligible small businesses, stop here and report the credit on Form 3800, Part III, line 1c.<br><b>Note:</b> Qualified small business filers, other than partnerships and S corporations, electing the payroll tax credit must complete Form 3800 before completing Section D. | <b>38</b> | 8,556. |
| <b>39</b> Amount allocated to beneficiaries of the estate or trust (see instructions).....   | <b>39</b> |        |
| <b>40</b> Estates and trusts, subtract line 39 from line 38. For eligible small businesses, report the credit on Form 3800, Part III, line 4i. See instructions. For filers other than eligible small businesses, report the credit on Form 3800, Part III, line 1c.....   | <b>40</b> |        |

**Section D – Qualified Small Business Payroll Tax Election and Payroll Tax Credit.** Skip this section if the payroll tax election does not apply. See instructions.

|  |           |  |
|--|-----------|--|
| <b>41</b> Check this box if you are a qualified small business electing the payroll tax credit. See instructions <input type="checkbox"/>  |           |  |
| <b>42</b> Enter the portion of line 36 elected as a payroll tax credit (do not enter more than \$250,000). See instructions.....   | <b>42</b> |  |
| <b>43</b> General business credit carryforward from the current year (see instructions). Partnerships and S corporations, skip this line and go to line 44.....  | <b>43</b> |  |
| <b>44</b> Partnerships and S corporations, enter the smaller of line 36 or line 42. All others, enter the smallest of line 36, line 42, or line 43. Enter here and on the applicable line of Form 8974, Part 1, column (e). Members of controlled groups or businesses under common control, see instructions for the statement that must be attached..... | <b>44</b> |  |

BAA

2021

FEDERAL STATEMENTS

PAGE 1

PROJECT NEPTUNE, LLC

82-4082186

STATEMENT 1  
 FORM 1065, LINE 20  
 OTHER DEDUCTIONS

|                             |          |                 |
|-----------------------------|----------|-----------------|
| AMORTIZATION.....           | \$       | 16,667.         |
| MEALS.....                  |          | 4,467.          |
| ADVERTISING.....            |          | 11,459.         |
| BANK CHARGES.....           |          | 3,986.          |
| DUES AND SUBSCRIPTIONS..... |          | 31,995.         |
| INSURANCE.....              |          | 18,991.         |
| LEGAL AND PROFESSIONAL..... |          | 76,647.         |
| OFFICE EXPENSE.....         |          | 15,144.         |
| OUTSIDE SERVICES.....       |          | 12,522.         |
| POSTAGE.....                |          | 750.            |
| SUPPLIES.....               |          | 351,420.        |
| TRAVEL.....                 |          | 13,120.         |
| UTILITIES.....              |          | 1,859.          |
|                             | TOTAL \$ | <u>559,027.</u> |

STATEMENT 2  
 FORM 1065, SCHEDULE K, LINE 13D  
 OTHER DEDUCTIONS

|                               |          |                |
|-------------------------------|----------|----------------|
| PARTNER HEALTH INSURANCE..... | \$       | 44,902.        |
|                               | TOTAL \$ | <u>44,902.</u> |

STATEMENT 3  
 FORM 1065, SCHEDULE K, LINE 15F  
 OTHER CREDITS

|  |          |               |
|--|----------|---------------|
| FORM 6765 - INCREASING RESEARCH ACT. CREDIT..... | \$       | 8,556.        |
|  | TOTAL \$ | <u>8,556.</u> |

STATEMENT 4  
 REV. PROC. 2021-48 INFORMATION  
 FORGIVENESS OF PAYCHECK PROTECTION PROGRAM LOANS

PROJECT NEPTUNE, LLC  
 82-4082186  
 4700 WEST DAYBREAK PARKWAY SUITE 100  
 SOUTH JORDAN, UT 84009

APPLYING SECTION 3.01(3) OF REV. PROC. 2021-48 FOR TAXABLE YEAR 2020.  
 TAX-EXEMPT INCOME FROM PPP FORGIVENESS TREATED AS RECEIVED/ACCRUED: \$439,795.  
 FORGIVENESS OF THE PPP LOAN HAS BEEN GRANTED AS OF THE DATE THE RETURN IS FILED.

2021

FEDERAL STATEMENTS

PAGE 2

PROJECT NEPTUNE, LLC

82-4082186

STATEMENT 5  
 FORM 1065, SCHEDULE K, LINE 18B  
 OTHER TAX-EXEMPT INCOME

|  |                    |
|--|--------------------|
| INCOME ON BOOKS NOT ON SCH. K (PERMANENT)..... | \$ 439,795.        |
| TOTAL  | <u>\$ 439,795.</u> |

STATEMENT 6  
 FORM 1065, SCHEDULE K, LINE 18C  
 NONDEDUCTIBLE EXPENSES

|  |                  |
|--|------------------|
| DISALLOWED TRAVEL AND ENTERTAINMENT..... | \$ 6,199.        |
| TOTAL                                    | <u>\$ 6,199.</u> |

STATEMENT 7  
 FORM 1065, SCHEDULE K, LINE 20C  
 OTHER REPORTABLE ITEMS

BUSINESS INTEREST EXPENSE (INFORMATIONAL ONLY FOR BASIS LIMITATIONS)  
 INCLUDED AS A DEDUCTION ON THE FOLLOWING LINES(S)

|                         |             |
|-------------------------|-------------|
| SCHEDULE K, LINE 1..... | \$ 545,885. |
|-------------------------|-------------|

STATEMENT 8  
 FORM 1065, SCHEDULE L, LINE 6  
 OTHER CURRENT ASSETS

|                       | <u>BEGINNING</u> | <u>ENDING</u>        |
|-----------------------|------------------|----------------------|
| INTERCOMPANY A/R..... | \$ 0.            | \$ 1,564,692.        |
| NOTE RECEIVABLE.....  | 0.               | 12,750.              |
| TOTAL                 | <u>\$ 0.</u>     | <u>\$ 1,577,442.</u> |

STATEMENT 9  
 FORM 1065, SCHEDULE L, LINE 17  
 OTHER CURRENT LIABILITIES

|                           | <u>BEGINNING</u>      | <u>ENDING</u>         |
|---------------------------|-----------------------|-----------------------|
| CREDIT CARD PAYABLES..... | \$ -1,727,646.        | \$ 4,874.             |
| UNEARNED REVENUE.....     | 22,810,862.           | 25,868,966.           |
| PPP LOAN.....             | 435,500.              | 435,500.              |
| EIDL LOAN.....            | 149,900.              | 149,900.              |
| TOTAL                     | <u>\$ 21,668,616.</u> | <u>\$ 26,459,240.</u> |

2021

FEDERAL STATEMENTS

PAGE 3

PROJECT NEPTUNE, LLC

82-4082186

STATEMENT 10  
FORM 1065, SCHEDULE M-1, LINE 6  
INCOME ON BOOKS NOT ON SCHEDULE K

PAYCHECK PROTECTION PROGRAM LOAN FORGIVEN..... \$ 439,795.  
TOTAL \$ 439,795.

STATEMENT 11  
FORM 1065, SCHEDULE M-1, LINE 7  
EXPENSES ON SCHEDULE K NOT ON BOOKS

AMORTIZATION..... \$ 243,122.  
TOTAL \$ 243,122.

STATEMENT 12  
FORM 1065, SCHEDULE M-2, LINE 4  
OTHER INCREASES

TAX-EXEMPT INTEREST AND/OR TAX-EXEMPT OTHER INCOME..... \$ 439,795.  
TRANSFER OF CAPITAL..... 2,001,628.  
TOTAL \$ 2,441,423.

STATEMENT 13  
FORM 1065, SCHEDULE M-2, LINE 7  
OTHER DECREASES

NON-DEDUCTIBLE EXPENSES..... \$ 6,199.  
TRANSFER OF CAPITAL..... 2,001,628.  
TOTAL \$ 2,007,827.

**2021**

**GENERAL ELECTIONS**

**PAGE 1**

**PROJECT NEPTUNE, LLC**

**82-4082186**

**SECTION 1.263(A)-1(F) DE MINIMIS SAFE HARBOR ELECTION**

THE TAXPAYER HEREBY MAKES THE DE MINIMIS SAFE HARBOR ELECTION UNDER REGULATION 1.263(A)-1(F).

PROJECT NEPTUNE, LLC  
4700 WEST DAYBREAK PARKWAY SUITE 100  
SOUTH JORDAN, UT 84009  
82-4082186

**SECTION 451(C) ELECTION TO DEFER ADVANCE PAYMENTS**

PURSUANT TO IRC § 451(C) (1) (B) THE TAXPAYER ELECTS TO DEFER ADVANCE PAYMENTS TO THE FOLLOWING TAX YEAR AS PERMITTED. THE TAXPAYER MEETS ALL REQUIREMENTS TO ALLOW FOR THIS ONE YEAR DEFERRAL.



65101  
 1032



**Utah Partnership/Limited Liability Partnership/  
 Limited Liability Company Return**

**2021**  
**TC-65**  
 Intuit

For calendar year 2021 or fiscal year (mm/dd/yyyy):  
 beginning - and ending -

- Amended Return (code 1 - 4)
- Mark "X" if you filed federal form 8886

Partnership name

**PROJECT NEPTUNE, LLC**

Address

**4700 WEST DAYBREAK PARKWAY SUITE 100**

Employer Identification Number

**824082186**

City

**SOUTH JORDAN**

State ZIP + 4

**UT 84009**

Foreign country (if not U.S.)

Telephone number

**8013411765**

**ENTITY TYPE (check one):**

- General partnership
- Limited partnership
- Other (describe below)
- Limited liability partnership
- Limited liability company

- 1 Date registered in Utah (mm/dd/yyyy) • 1 01/17/2018
- 2 If dissolved, date of dissolution (mm/dd/yyyy) • 2
- 3 Total pass-through withholding tax - enter the amount from Schedule N, column I • 3 0.  
**Note: This amount must be paid by the due date of the return, without extensions**
- 4 Utah use tax • 4
- 5 Total tax - add line 3 and line 4 • 5
- 6 Prepayments made for the year (do not include any pass-through withholding tax or credits - see instr.) • 6
- 7 Amended return only (see instructions) • 7
- 8 Total payments - add line 6 and line 7 • 8
- 9 Tax Due - subtract line 8 from line 5 (not less than zero) • 9
- 10 Penalties and interest (see instructions) 10
- 11 Total Due - Pay this amount - add line 9 and line 10 • 11
- 12 Overpayment - subtract the sum of line 5 and line 10 from line 8 (not less than zero) 12
- 13 Amount of overpayment on line 12 to be applied to next year • 13
- 14 Refund - subtract line 13 from line 12 • 14

USTC USE ONLY

Under penalties of perjury, I declare to the best of my knowledge and belief, this return and accompanying schedules are true, correct and complete.

|  |   |         |                             |  |
|--|---|---------|-----------------------------|--|
| <b>SIGN</b> Signature of general partner or member manager |   | Date    | Title                       | "X" if USTC may discuss this return with preparer below: <input checked="" type="checkbox"/> |
| <b>HERE</b>  |   |         | <b>MEMBER</b>               |  |
| Paid<br>Preparer's<br>Section                              | Preparer's signature  | Date    | Preparer's telephone number | Preparer's PTIN  |
|  | Firm's name and address   | 9/14/22 | 435-752-1510                | • P00396419  |
|  | JONES SIMKINS LLC<br>1011 WEST 400 NORTH, SUITE 100<br>LOGAN UT 84321 |         |                             | Preparer's EIN<br>• 461592906  |



2021

UTAH STATEMENTS

PAGE 1

PROJECT NEPTUNE, LLC

82-4082186

STATEMENT 1  
FORM TC-65, SCHEDULE K, LINE 17  
UTAH NONREFUNDABLE CREDITS

| <u>NAME OF CREDIT</u>                        | <u>CODE</u> | <u>CREDIT AMOUNT</u> |
|--|-------------|----------------------|
| CREDIT FOR RESEARCH ACTIVITIES IN UTAH ..... | 12          | \$ 15,638.           |
| TOTAL  |             | <u>\$ 15,638.</u>    |

65104 **Schedule K-1 - Partner's Share  
 of Utah Income, Deductions and Credits**

Intuit **TC-65, Sch. K-1  
 2021**

**Partnership Information**

A Partnership's EIN: 82-4082186  
 B Partnership's name, address, city, state, and ZIP code  
 PROJECT NEPTUNE, LLC  
 CRUISE BUILDER  
 4700 WEST DAYBREAK PARKWAY SUITE 1  
 SOUTH JORDAN, UT 84009

**Partner Information**

C Partner's SSN or EIN: [REDACTED]  
 D Partner's name, address, city, state, and ZIP code  
 RYAN WILLIAMS  
 [REDACTED]  
 E Partner's phone number [REDACTED]  
 F Percent of ownership  
 G Enter "X" if limited partner or member X  
 H Entity code from list below: I  
 I = Individual P = Gen'l Partnership  
 C = Corporation L = Limited Partnership  
 S = S Corporation B = LLC R = LLP  
 N = Nonprofit Corp. T = Trust O = Other  
 I Enter date: 01 01 2018  
 affiliated withdrawn

**Partner's Share of Apportionment Factors**

|            | Utah  | Total |
|------------|-------|-------|
| J Property | \$ 0. | \$ 0. |
| K Payroll  | \$ 0. | \$ 0. |
| L Sales    | \$ 0. | \$ 0. |

**Other Information**

SEE ATTACHED

**Partner's Share of Utah Income, Deductions and Credits**

- 1 Utah ordinary business income (loss) -1419093.
- 2 Utah net rental real estate income (loss)
- 3 Utah other net rental income (loss)
- 4 Utah guaranteed payments 15234.
- 5a Utah U.S. government interest income
- 5b Utah municipal bond interest income
- 5c Utah other interest income
- 6 Utah ordinary dividends
- 7 Utah royalties
- 8 Utah net short-term capital gain (loss)
- 9 Utah net long-term capital gain (loss)
- 10 Utah net Section 1231 gain (loss)
- 11 Utah recapture of Section 179 deduction
- 12 Utah other income (loss) (describe)  
SEE ATTACHED
- 13 Utah Section 179 deduction
- 14 Contributions
- 15 Foreign taxes paid or accrued
- 16 Utah other deductions (describe)  
SEE ATTACHED
- 17 Utah nonrefundable credits:  
Name of Credit Code Credit Amount  
SEE ATTACHED
- 18 Utah refundable credits:  
Name of Credit Code Credit Amount
- 19 Utah tax withheld on behalf of partner  
"X" if withholding waiver applied for

**Note:** To complete lines 1 through 16:

- \* Utah residents, enter the amounts from federal Schedule K-1.
- \* Utah nonresidents, see instructions to calculate amounts.
- All filers complete lines 17 through 19, if applicable.

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM TC-65) 2021

**SUPPLEMENTAL INFORMATION**

PAGE 2

**FORM TC-65, SCHEDULE K-1, LINE 12  
OTHER INCOME (LOSS)**

PPP LOANS RELATED TO COVID-19..... \$ 351,836.

**FORM TC-65, SCHEDULE K-1, LINE 16  
OTHER DEDUCTIONS**

PARTNER HEALTH INSURANCE..... \$ 15,234.

**FORM TC-65, SCHEDULE K-1, LINE 17  
UTAH NONREFUNDABLE CREDITS**

| <u>NAME OF CREDIT</u>                       | <u>CODE</u> | <u>CREDIT AMOUNT</u> |
|---|-------------|----------------------|
| CREDIT FOR RESEARCH ACTIVITIES IN UTAH..... | 12          | \$ 12,511.           |
| TOTAL                                       |             | <u>\$ 12,511.</u>    |

**SUPPLEMENTAL INFORMATION**

THE UTAH R&D CREDIT ABOVE CONSISTS OF BOTH A CARRYFORWARD CREDIT AND A NON-CARRYFORWARD CREDIT. THE ALLOCATED PERCENTAGES ARE:

CARRYFORWARD PORTION: 13.42%  
NON-CARRYFORWARD PORTION: 86.58%

PARTNER 1: RYAN WILLIAMS

**Schedule K-1 - Partner's Share of Utah Income, Deductions and Credits**

Intuit **TC-65, Sch. K-1 2021**

65104

| Partnership Information  | Partner's Share of Utah Income, Deductions and Credits  |
|--|---|
| A Partnership's EIN: <span style="float: right;">82-4082186</span>   | 1 Utah ordinary business income (loss) <span style="float: right;">-319296.</span>  |
| B Partnership's name, address, city, state, and ZIP code<br>PROJECT NEPTUNE, LLC<br>CRUISE BUILDER<br>4700 WEST DAYBREAK PARKWAY SUITE 1<br>SOUTH JORDAN, UT 84009 | 2 Utah net rental real estate income (loss)   |
|  | 3 Utah other net rental income (loss)   |
|  | 4 Utah guaranteed payments  |
|  | 5a Utah U.S. government interest income   |
|  | 5b Utah municipal bond interest income  |
|  | 5c Utah other interest income   |
|  | 6 Utah ordinary dividends   |
|  | 7 Utah royalties  |
|  | 8 Utah net short-term capital gain (loss)   |
|  | 9 Utah net long-term capital gain (loss)  |
|  | 10 Utah net Section 1231 gain (loss)  |
|  | 11 Utah recapture of Section 179 deduction  |
|  | 12 Utah other income (loss) (describe)<br>SEE ATTACHED  |
|  | 13 Utah Section 179 deduction   |
|  | 14 Contributions  |
|  | 15 Foreign taxes paid or accrued  |
|  | 16 Utah other deductions (describe)   |
|  | 17 Utah nonrefundable credits:<br><u>Name of Credit</u> <span style="float: right;"><u>Code</u> <u>Credit Amount</u></span><br>SEE ATTACHED |
|  | 18 Utah refundable credits:<br><u>Name of Credit</u> <span style="float: right;"><u>Code</u> <u>Credit Amount</u></span>                    |
|  | 19 Utah tax withheld on behalf of partner<br>"X" if withholding waiver applied for  |

| Partner Information  |                     |                         |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
|--|---------------------|-------------------------|-----------------------|---|-----------------|-------------------------|---|-------------------|---------|---|---------------------|-----------|---|--|---------|---|--|-----------|--|
| C Partner's SSN or EIN: <span style="float: right;">[REDACTED]</span>  |                     |                         |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| D Partner's name, address, city, state, and ZIP code<br>KARA MCCOY<br>[REDACTED]   |                     |                         |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| E Partner's phone number <span style="float: right;">[REDACTED]</span>   |                     |                         |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| F Percent of ownership <span style="float: right;">48.0000</span>  |                     |                         |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| G Enter "X" if limited partner or member <span style="float: right;">X</span>  |                     |                         |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| H Entity code from list below: <span style="float: right;">I</span>  |                     |                         |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| <table style="width:100%; border: none;"> <tr> <td style="width: 10px;">C</td> <td>I = Individual</td> <td>P = Gen'l Partnership</td> </tr> <tr> <td>O</td> <td>C = Corporation</td> <td>L = Limited Partnership</td> </tr> <tr> <td>D</td> <td>S = S Corporation</td> <td>B = LLC</td> </tr> <tr> <td>R</td> <td>N = Nonprofit Corp.</td> <td>T = Trust</td> </tr> <tr> <td>E</td> <td></td> <td>R = LLP</td> </tr> <tr> <td>S</td> <td></td> <td>O = Other</td> </tr> </table> | C                   | I = Individual          | P = Gen'l Partnership | O | C = Corporation | L = Limited Partnership | D | S = S Corporation | B = LLC | R | N = Nonprofit Corp. | T = Trust | E |  | R = LLP | S |  | O = Other |  |
| C  | I = Individual      | P = Gen'l Partnership   |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| O  | C = Corporation     | L = Limited Partnership |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| D  | S = S Corporation   | B = LLC                 |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| R  | N = Nonprofit Corp. | T = Trust               |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| E  |                     | R = LLP                 |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| S  |                     | O = Other               |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| I Enter date: <span style="float: right;">01 01 2018</span>  |                     |                         |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| <table style="width:100%; border: none;"> <tr> <td style="width: 20%;"></td> <td style="width: 30%; text-align: center;">affiliated</td> <td style="width: 30%; text-align: center;">withdrawn</td> </tr> </table>   |                     | affiliated              | withdrawn             |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
|  | affiliated          | withdrawn               |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| <b>Partner's Share of Apportionment Factors</b>  |                     |                         |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| J Property   | Utah Total          |                         |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| \$ 0.  | \$ 0.               |                         |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| K Payroll  | \$ 0.               |                         |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| \$ 0.  | \$ 0.               |                         |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| L Sales  | \$ 0.               |                         |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |
| \$ 0.  | \$ 0.               |                         |                       |   |                 |                         |   |                   |         |   |                     |           |   |  |         |   |  |           |  |

| Other Information |  |
|-------------------|--|
| SEE ATTACHED      |  |

**Note:** To complete lines 1 through 16:

- \* Utah residents, enter the amounts from federal Schedule K-1.
- \* Utah nonresidents, see instructions to calculate amounts.
- All filers complete lines 17 through 19, if applicable.

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM TC-65) 2021

**SUPPLEMENTAL INFORMATION**

PAGE 2

**FORM TC-65, SCHEDULE K-1, LINE 12  
 OTHER INCOME (LOSS)**

PPP LOANS RELATED TO COVID-19..... \$ 79,163.

**FORM TC-65, SCHEDULE K-1, LINE 17  
 UTAH NONREFUNDABLE CREDITS**

| <u>NAME OF CREDIT</u>                       | <u>CODE</u> | <u>CREDIT AMOUNT</u> |
|---|-------------|----------------------|
| CREDIT FOR RESEARCH ACTIVITIES IN UTAH..... | 12          | \$ 2,815.            |
| TOTAL                                       |             | <u>\$ 2,815.</u>     |

**SUPPLEMENTAL INFORMATION**

THE UTAH R&D CREDIT ABOVE CONSISTS OF BOTH A CARRYFORWARD CREDIT AND A NON-CARRYFORWARD CREDIT. THE ALLOCATED PERCENTAGES ARE:

CARRYFORWARD PORTION: 13.42%  
 NON-CARRYFORWARD PORTION: 86.58%

65104 **Schedule K-1 - Partner's Share of Utah Income, Deductions and Credits**

Intuit **TC-65, Sch. K-1 2021**

**Partnership Information**

A Partnership's EIN: 82-4082186  
 B Partnership's name, address, city, state, and ZIP code  
 PROJECT NEPTUNE, LLC  
 CRUISE BUILDER  
 4700 WEST DAYBREAK PARKWAY SUITE 1  
 SOUTH JORDAN, UT 84009

**Partner Information**

C Partner's SSN or EIN: [REDACTED]  
 D Partner's name, address, city, state, and ZIP code  
 WES COBOS  
 [REDACTED]  
 E Partner's phone number [REDACTED]  
 F Percent of ownership 1.0000  
 G Enter "X" if limited partner or member X  
 H Entity code from list below: I  
 I = Individual P = Gen'l Partnership  
 C = Corporation L = Limited Partnership  
 S = S Corporation B = LLC R = LLP  
 N = Nonprofit Corp. T = Trust O = Other  
 I Enter date: 01 01 2018  
 affiliated withdrawn

**Partner's Share of Apportionment Factors**

|            | Utah  | Total |
|------------|-------|-------|
| J Property | \$ 0. | \$ 0. |
| K Payroll  | \$ 0. | \$ 0. |
| L Sales    | \$ 0. | \$ 0. |

**Other Information**

SEE ATTACHED

**Partner's Share of Utah Income, Deductions and Credits**

|    |   |                                  |
|----|---|----------------------------------|
| 1  | Utah ordinary business income (loss)      | -17739.                          |
| 2  | Utah net rental real estate income (loss) |                                  |
| 3  | Utah other net rental income (loss)       |                                  |
| 4  | Utah guaranteed payments                  | 14547.                           |
| 5a | Utah U.S. government interest income      |                                  |
| 5b | Utah municipal bond interest income       |                                  |
| 5c | Utah other interest income                |                                  |
| 6  | Utah ordinary dividends                   |                                  |
| 7  | Utah royalties                            |                                  |
| 8  | Utah net short-term capital gain (loss)   |                                  |
| 9  | Utah net long-term capital gain (loss)    |                                  |
| 10 | Utah net Section 1231 gain (loss)         |                                  |
| 11 | Utah recapture of Section 179 deduction   |                                  |
| 12 | Utah other income (loss) (describe)       | SEE ATTACHED                     |
| 13 | Utah Section 179 deduction                |                                  |
| 14 | Contributions                             |                                  |
| 15 | Foreign taxes paid or accrued             |                                  |
| 16 | Utah other deductions (describe)          | SEE ATTACHED                     |
| 17 | Utah nonrefundable credits:               |                                  |
|    | <u>Name of Credit</u>                     | <u>Code</u> <u>Credit Amount</u> |
|    | SEE ATTACHED                              |                                  |
| 18 | Utah refundable credits:                  |                                  |
|    | <u>Name of Credit</u>                     | <u>Code</u> <u>Credit Amount</u> |
| 19 | Utah tax withheld on behalf of partner    |                                  |
|    | "X" if withholding waiver applied for     |                                  |

Note: To complete lines 1 through 16:

- \* Utah residents, enter the amounts from federal Schedule K-1.
- \* Utah nonresidents, see instructions to calculate amounts.
- All filers complete lines 17 through 19, if applicable.



PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM TC-65) 2021

**SUPPLEMENTAL INFORMATION**

PAGE 2

**FORM TC-65, SCHEDULE K-1, LINE 12  
 OTHER INCOME (LOSS)**

PPP LOANS RELATED TO COVID-19..... \$ 4,398.

**FORM TC-65, SCHEDULE K-1, LINE 16  
 OTHER DEDUCTIONS**

PARTNER HEALTH INSURANCE..... \$ 14,547.

**FORM TC-65, SCHEDULE K-1, LINE 17  
 UTAH NONREFUNDABLE CREDITS**

| NAME OF CREDIT                              | CODE | CREDIT AMOUNT  |
|---|------|----------------|
| CREDIT FOR RESEARCH ACTIVITIES IN UTAH..... | 12   | \$ 156.        |
| TOTAL                                       |      | <u>\$ 156.</u> |

**SUPPLEMENTAL INFORMATION**

THE UTAH R&D CREDIT ABOVE CONSISTS OF BOTH A CARRYFORWARD CREDIT AND A NON-CARRYFORWARD CREDIT. THE ALLOCATED PERCENTAGES ARE:

CARRYFORWARD PORTION: 13.42%  
 NON-CARRYFORWARD PORTION: 86.58%

65104 **Schedule K-1 - Partner's Share  
 of Utah Income, Deductions and Credits**

Intuit **TC-65, Sch. K-1  
 2021**

| Partnership Information   | Partner's Share of Utah Income, Deductions and Credits  |                         |                       |            |       |                 |                         |       |       |                   |         |         |  |                     |           |           |  |
|---|---|-------------------------|-----------------------|------------|-------|-----------------|-------------------------|-------|-------|-------------------|---------|---------|--|---------------------|-----------|-----------|--|
| <p>A Partnership's EIN: <span style="float: right;">82-4082186</span></p> <p>B Partnership's name, address, city, state, and ZIP code<br/>                 PROJECT NEPTUNE, LLC<br/>                 CRUISE BUILDER<br/>                 4700 WEST DAYBREAK PARKWAY SUITE 1<br/>                 SOUTH JORDAN, UT 84009</p>   | <p>1 Utah ordinary business income (loss) <span style="float: right;">-17739.</span></p> <p>2 Utah net rental real estate income (loss)</p> <p>3 Utah other net rental income (loss)</p> <p>4 Utah guaranteed payments <span style="float: right;">15121.</span></p> <p>5a Utah U.S. government interest income</p> <p>5b Utah municipal bond interest income</p> <p>5c Utah other interest income</p> <p>6 Utah ordinary dividends</p> <p>7 Utah royalties</p> <p>8 Utah net short-term capital gain (loss)</p> <p>9 Utah net long-term capital gain (loss)</p> <p>10 Utah net Section 1231 gain (loss)</p> <p>11 Utah recapture of Section 179 deduction</p> <p>12 Utah other income (loss) (describe)<br/>                 SEE ATTACHED</p> <p>13 Utah Section 179 deduction</p> <p>14 Contributions</p> <p>15 Foreign taxes paid or accrued</p> <p>16 Utah other deductions (describe)<br/>                 SEE ATTACHED</p> <p>17 Utah nonrefundable credits:<br/> <u>Name of Credit</u> <span style="float: right;"><u>Code</u> <u>Credit Amount</u></span><br/>                 SEE ATTACHED</p> <p>18 Utah refundable credits:<br/> <u>Name of Credit</u> <span style="float: right;"><u>Code</u> <u>Credit Amount</u></span></p> <p>19 Utah tax withheld on behalf of partner<br/>                 "X" if withholding waiver applied for</p> |                         |                       |            |       |                 |                         |       |       |                   |         |         |  |                     |           |           |  |
| <p><b>Partner Information</b></p> <p>C Partner's SSN or EIN: <span style="background-color: black; color: black;">[REDACTED]</span></p> <p>D Partner's name, address, city, state, and ZIP code<br/>                 KAELEN GULBRANSON<br/> <span style="background-color: black; color: black;">[REDACTED]</span></p> <p>E Partner's phone number <span style="background-color: black; color: black;">[REDACTED]</span></p> <p>F Percent of ownership <span style="float: right;">1.0000</span></p> <p>G Enter "X" if limited partner or member <span style="float: right;">X</span></p> <p>H Entity code from list below: <span style="float: right;">I</span></p> <table style="width:100%; border: none;"> <tr> <td style="width: 10%; vertical-align: middle;">C<br/>O<br/>D<br/>E<br/>S</td> <td style="width: 30%;">I = Individual</td> <td style="width: 30%;">P = Gen'l Partnership</td> <td style="width: 30%;"></td> </tr> <tr> <td></td> <td>C = Corporation</td> <td>L = Limited Partnership</td> <td></td> </tr> <tr> <td></td> <td>S = S Corporation</td> <td>B = LLC</td> <td>R = LLP</td> </tr> <tr> <td></td> <td>N = Nonprofit Corp.</td> <td>T = Trust</td> <td>O = Other</td> </tr> </table> <p>I Enter date: <span style="float: right;">01 01 2018</span><br/> <span style="float: right;">affiliated <span style="margin-left: 100px;">withdrawn</span></span></p> | C<br>O<br>D<br>E<br>S   | I = Individual          | P = Gen'l Partnership |            |       | C = Corporation | L = Limited Partnership |       |       | S = S Corporation | B = LLC | R = LLP |  | N = Nonprofit Corp. | T = Trust | O = Other |  |
| C<br>O<br>D<br>E<br>S   | I = Individual  | P = Gen'l Partnership   |                       |            |       |                 |                         |       |       |                   |         |         |  |                     |           |           |  |
|   | C = Corporation   | L = Limited Partnership |                       |            |       |                 |                         |       |       |                   |         |         |  |                     |           |           |  |
|   | S = S Corporation   | B = LLC                 | R = LLP               |            |       |                 |                         |       |       |                   |         |         |  |                     |           |           |  |
|   | N = Nonprofit Corp.   | T = Trust               | O = Other             |            |       |                 |                         |       |       |                   |         |         |  |                     |           |           |  |
| <p><b>Partner's Share of Apportionment Factors</b></p> <table style="width:100%; border: none;"> <thead> <tr> <th></th> <th style="text-align: center;">Utah</th> <th style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>J Property</td> <td style="text-align: right;">\$ 0.</td> <td style="text-align: right;">\$ 0.</td> </tr> <tr> <td>K Payroll</td> <td style="text-align: right;">\$ 0.</td> <td style="text-align: right;">\$ 0.</td> </tr> <tr> <td>L Sales</td> <td style="text-align: right;">\$ 0.</td> <td style="text-align: right;">\$ 0.</td> </tr> </tbody> </table>  |   | Utah                    | Total                 | J Property | \$ 0. | \$ 0.           | K Payroll               | \$ 0. | \$ 0. | L Sales           | \$ 0.   | \$ 0.   |  |                     |           |           |  |
|   | Utah  | Total                   |                       |            |       |                 |                         |       |       |                   |         |         |  |                     |           |           |  |
| J Property  | \$ 0.   | \$ 0.                   |                       |            |       |                 |                         |       |       |                   |         |         |  |                     |           |           |  |
| K Payroll   | \$ 0.   | \$ 0.                   |                       |            |       |                 |                         |       |       |                   |         |         |  |                     |           |           |  |
| L Sales   | \$ 0.   | \$ 0.                   |                       |            |       |                 |                         |       |       |                   |         |         |  |                     |           |           |  |
| <p><b>Other Information</b></p> <p style="text-align: center;">SEE ATTACHED</p>   |   |                         |                       |            |       |                 |                         |       |       |                   |         |         |  |                     |           |           |  |
| <p><b>Note:</b> To complete lines 1 through 16:<br/>                 * Utah residents, enter the amounts from federal Schedule K-1.<br/>                 * Utah nonresidents, see instructions to calculate amounts.<br/>                 All filers complete lines 17 through 19, if applicable.</p>   |   |                         |                       |            |       |                 |                         |       |       |                   |         |         |  |                     |           |           |  |

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM TC-65) 2021

**SUPPLEMENTAL INFORMATION**

PAGE 2

**FORM TC-65, SCHEDULE K-1, LINE 12  
 OTHER INCOME (LOSS)**

PPP LOANS RELATED TO COVID-19..... \$ 4,398.

**FORM TC-65, SCHEDULE K-1, LINE 16  
 OTHER DEDUCTIONS**

PARTNER HEALTH INSURANCE..... \$ 15,121.

**FORM TC-65, SCHEDULE K-1, LINE 17  
 UTAH NONREFUNDABLE CREDITS**

| NAME OF CREDIT                              | CODE | CREDIT AMOUNT  |
|---|------|----------------|
| CREDIT FOR RESEARCH ACTIVITIES IN UTAH..... | 12   | \$ 156.        |
| TOTAL                                       |      | <u>\$ 156.</u> |

**SUPPLEMENTAL INFORMATION**

THE UTAH R&D CREDIT ABOVE CONSISTS OF BOTH A CARRYFORWARD CREDIT AND A NON-CARRYFORWARD CREDIT. THE ALLOCATED PERCENTAGES ARE:

CARRYFORWARD PORTION: 13.42%  
 NON-CARRYFORWARD PORTION: 86.58%

65104 **Schedule K-1 - Partner's Share of Utah Income, Deductions and Credits**

Intuit **TC-65, Sch. K-1 2021**

**Partnership Information**

A Partnership's EIN: 82-4082186

B Partnership's name, address, city, state, and ZIP code  
 PROJECT NEPTUNE, LLC  
 CRUISE BUILDER  
 4700 WEST DAYBREAK PARKWAY SUITE 1  
 SOUTH JORDAN, UT 84009

**Partner Information**

C Partner's SSN or EIN: [REDACTED]

D Partner's name, address, city, state, and ZIP code  
 MARCIA WILLIAMS  
 [REDACTED]

E Partner's phone number: [REDACTED]

F Percent of ownership: 50.0000

G Enter "X" if limited partner or member: X

H Entity code from list below: I

**C O D E S**  
 I = Individual P = Gen'l Partnership  
 C = Corporation L = Limited Partnership  
 S = S Corporation B = LLC R = LLP  
 N = Nonprofit Corp. T = Trust O = Other

I Enter date: 01 01 2018  
 affiliated withdrawn

**Partner's Share of Apportionment Factors**

|            | Utah  | Total |
|------------|-------|-------|
| J Property | \$ 0. | \$ 0. |
| K Payroll  | \$ 0. | \$ 0. |
| L Sales    | \$ 0. | \$ 0. |

**Other Information**

SEE ATTACHED

- Partner's Share of Utah Income, Deductions and Credits**
- 1 Utah ordinary business income (loss)
  - 2 Utah net rental real estate income (loss)
  - 3 Utah other net rental income (loss)
  - 4 Utah guaranteed payments
  - 5a Utah U.S. government interest income
  - 5b Utah municipal bond interest income
  - 5c Utah other interest income
  - 6 Utah ordinary dividends
  - 7 Utah royalties
  - 8 Utah net short-term capital gain (loss)
  - 9 Utah net long-term capital gain (loss)
  - 10 Utah net Section 1231 gain (loss)
  - 11 Utah recapture of Section 179 deduction
  - 12 Utah other income (loss) (describe)
  - 13 Utah Section 179 deduction
  - 14 Contributions
  - 15 Foreign taxes paid or accrued
  - 16 Utah other deductions (describe)
  - 17 Utah nonrefundable credits:  

|                       |             |                      |
|-----------------------|-------------|----------------------|
| <u>Name of Credit</u> | <u>Code</u> | <u>Credit Amount</u> |
|-----------------------|-------------|----------------------|
  - 18 Utah refundable credits:  

|                       |             |                      |
|-----------------------|-------------|----------------------|
| <u>Name of Credit</u> | <u>Code</u> | <u>Credit Amount</u> |
|-----------------------|-------------|----------------------|
  - 19 Utah tax withheld on behalf of partner  
 "X" if withholding waiver applied for

**Note:** To complete lines 1 through 16:  
 \* Utah residents, enter the amounts from federal Schedule K-1.  
 \* Utah nonresidents, see instructions to calculate amounts.  
 All filers complete lines 17 through 19, if applicable.

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM TC-65) 2021

**SUPPLEMENTAL INFORMATION**

PAGE 2

**SUPPLEMENTAL INFORMATION**

THE UTAH R&D CREDIT ABOVE CONSISTS OF BOTH A CARRYFORWARD CREDIT AND A NON-CARRYFORWARD CREDIT. THE ALLOCATED PERCENTAGES ARE:

|                           |        |
|---------------------------|--------|
| CARRYFORWARD PORTION:     | 13.42% |
| NON-CARRYFORWARD PORTION: | 86.58% |

PARTNER 5: MARCIA WILLIAMS

PROJECT NEPTUNE, LLC  
CRUISE BUILDER  
4700 WEST DAYBREAK PARKWAY SUITE 100  
SOUTH JORDAN, UT 84009  
(801) 341-1765

September 14, 2022

RYAN WILLIAMS  


RE:  
Project Neptune, LLC  
CRUISE BUILDER  
82-4082186  
Schedule K-1 from Partnership's 2021 Return of Income

Dear RYAN WILLIAMS:

Enclosed is your 2021 Schedule K-1 (Form 1065) Partner's Share of Income, Deductions, Credits, Etc. from Project Neptune, LLC. This information reflects the amounts you need to complete your income tax return. The amounts shown are your distributive share of partnership tax items to be reported on your tax return, and may not correspond to actual distributions you have received during the year. This information is included in the Partnership's 2021 Federal Return of Partnership Income that was filed with the Internal Revenue Service.

Since this is your last year as a partner in the partnership, this will be the final Schedule K-1 (Form 1065) you will receive from the partnership.

If you have any questions concerning this information, please contact us immediately.

Sincerely,

Project Neptune, LLC

Enclosure(s)

**Schedule K-1**

(Form 1065)

Department of the Treasury  
Internal Revenue Service

For calendar year 2021, or tax year

**2021**

Final K-1

Amended K-1

OMB No. 1545-0123

beginning        /        / 2021 ending        /        /

**Partner's Share of Income, Deductions, Credits, etc.**

See separate instructions.

**Part I Information About the Partnership**

**A** Partnership's employer identification number  
82-4082186

**B** Partnership's name, address, city, state, and ZIP code  
PROJECT NEPTUNE, LLC  
CRUISE BUILDER  
4700 WEST DAYBREAK PARKWAY SUITE 100  
SOUTH JORDAN, UT 84009

**C** IRS center where partnership filed return **E-FILE**

**D**  Check if this is a publicly traded partnership (PTP)

**Part II Information About the Partner**

**E** Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)  
[REDACTED]

**F** Name, address, city, state, and ZIP code for partner entered in E. See instructions.  
RYAN WILLIAMS  
[REDACTED]

**G**  General partner or LLC member-manager  Limited partner or other LLC member

**H1**  Domestic partner  Foreign partner

**H2**  If the partner is a disregarded entity (DE), enter the partner's:  
TIN \_\_\_\_\_ Name \_\_\_\_\_

**I1** What type of entity is this partner? INDIVIDUAL

**I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

**J** Partner's share of profit, loss, and capital (see instructions):

|         | Beginning | Ending |
|---------|-----------|--------|
| Profit  | 80 %      | %      |
| Loss    | 80 %      | %      |
| Capital | 50 %      | %      |

Check if decrease is due to sale or exchange of partnership interest

**K** Partner's share of liabilities:

|                                 | Beginning      | Ending         |
|---------------------------------|----------------|----------------|
| Nonrecourse                     | \$ 11,000,942. | \$ 21,563,174. |
| Qualified nonrecourse financing | \$             | \$             |
| Recourse                        | \$ 1,315,750.  | \$ 2,489,600.  |

Check this box if item K includes liability amounts from lower tier partnerships

**L Partner's Capital Account Analysis**

|  |                    |
|--|--------------------|
| Beginning capital account                      | \$ -929,412.       |
| Capital contributed during the year            | \$                 |
| Current year net income (loss)                 | \$ -1,419,093.     |
| Other increase (decrease) (attach explanation) | \$ 2,348,505.      |
| Withdrawals and distributions                  | \$( SEE ATTACHED ) |
| Ending capital account                         | \$ 0.              |

**M** Did the partner contribute property with a built-in gain (loss)?  
 Yes  No If "Yes," attach statement. See instructions.

**N** Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)

|           |    |
|-----------|----|
| Beginning | \$ |
| Ending    | \$ |

**Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items**

|           |  |           |  |
|-----------|--|-----------|--|
| <b>1</b>  | Ordinary business income (loss)<br>-1,419,093. | <b>14</b> | Self-employment earnings (loss)<br>15,234.                   |
| <b>2</b>  | Net rental real estate income (loss)           | <b>A</b>  |  |
| <b>3</b>  | Other net rental income (loss)                 | <b>15</b> | Credits<br>M 6,844.  |
| <b>4a</b> | Guaranteed payments for services<br>15,234.    |           |  |
| <b>4b</b> | Guaranteed payments for capital                | <b>16</b> | Schedule K-3 is attached if checked <input type="checkbox"/> |
| <b>4c</b> | Total guaranteed payments<br>15,234.           | <b>17</b> | Alternative minimum tax (AMT) items                          |
| <b>5</b>  | Interest income                                |           |  |
| <b>6a</b> | Ordinary dividends                             |           |  |
| <b>6b</b> | Qualified dividends                            | <b>18</b> | Tax-exempt income and nondeductible expenses                 |
| <b>6c</b> | Dividend equivalents                           | <b>B*</b> | 351,836.   |
| <b>7</b>  | Royalties                                      | <b>C*</b> | 4,959.   |
| <b>8</b>  | Net short-term capital gain (loss)             | <b>19</b> | Distributions  |
| <b>9a</b> | Net long-term capital gain (loss)              |           |  |
| <b>9b</b> | Collectibles (28%) gain (loss)                 |           |  |
| <b>9c</b> | Unrecaptured section 1250 gain                 | <b>20</b> | Other information<br>AH* STMT                                |
| <b>10</b> | Net section 1231 gain (loss)                   | <b>N*</b> | STMT   |
| <b>11</b> | Other income (loss)                            | <b>Z*</b> | STMT   |
| <b>12</b> | Section 179 deduction                          | <b>21</b> | Foreign taxes paid or accrued                                |
| <b>13</b> | Other deductions<br>M 15,234.                  |           |  |

**22**  More than one activity for at-risk purposes\*  
**23**  More than one activity for passive activity purposes\*

\*See attached statement for additional information.

For IRS Use Only

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM 1065) 2021

**SUPPLEMENTAL INFORMATION**

PAGE 2

**ITEM L  
PARTNER'S CAPITAL ACCOUNT ANALYSIS  
OTHER INCREASE (DECREASE)**

**OTHER INCREASE**

|   |                      |
|---|----------------------|
| TAX-EXEMPT INTEREST AND/OR TAX-EXEMPT OTHER INCOME..... | \$ 351,836.          |
| TRANSFER OF CAPITAL.....                                | \$ 2,001,628.        |
| <b>TOTAL</b>  | <u>\$ 2,353,464.</u> |

**OTHER DECREASE**

|                              |                  |
|------------------------------|------------------|
| NON-DEDUCTIBLE EXPENSES..... | 4,959.           |
| <b>TOTAL</b>                 | <u>\$ 4,959.</u> |

**NET TOTAL** \$ 2,348,505.

**BOX 18  
OTHER TAX-EXEMPT INCOME AND NONDEDUCTIBLE EXPENSES**

**\* DESCRIPTIVE INFORMATION**

|  |             |
|--|-------------|
| B INCOME ON BOOKS NOT ON SCH. K (PERMANENT)..... | \$ 351,836. |
| C DISALLOWED TRAVEL AND ENTERTAINMENT.....       | 4,959.      |

**BOX 20, CODE N  
BUSINESS INTEREST EXPENSE  
INCLUDED AS A DEDUCTION ON THE FOLLOWING LINE(S)**

BELOW IS DEDUCTIBLE BUSINESS INTEREST EXPENSE FOR INCLUSION IN THE SEPARATE LOSS CLASS FOR COMPUTING ANY BASIS LIMITATION (DEFINED IN SECTION 704(D), REGULATION SECTION 1.163(J)-6(H)).

|                           |             |
|---------------------------|-------------|
| SCHEDULE K-1, LINE 1..... | \$ 436,708. |
|---------------------------|-------------|

**BOX 20, CODE AH  
SECTION 163(J) INFORMATION**

IF YOU ARE REQUIRED TO FILE FORM 8990 "LIMITATION ON BUSINESS INTEREST EXPENSE UNDER SECTION 163(J)" THE FOLLOWING INFORMATION WILL BE NECESSARY. SEE FORM 8990 INSTRUCTIONS FOR MORE DETAILS.

|                                |          |
|--------------------------------|----------|
| BUSINESS INTEREST EXPENSE..... | 436,708. |
|--------------------------------|----------|

**SUPPLEMENTAL INFORMATION**

PURSUANT TO IRC SECTION 6221(B)(1), FOR THE CURRENT TAX YEAR, THE PARTNERSHIP HAS ELECTED OUT OF THE CENTRALIZED PARTNERSHIP AUDIT REGIME. ANY IRS AUDIT CONDUCTED, AND ANY SUBSEQUENT ASSESSMENT, WILL BE MADE AT THE PARTNER LEVEL, PARTNER BY PARTNER, AND UNDER THE AUDIT PROCEDURES APPLICABLE TO EACH PARTNER FOR THE YEAR UNDER EXAMINATION.

PARTNER 1: RYAN WILLIAMS



PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM 1065) 2021

SUPPLEMENTAL INFORMATION

PAGE 3

**SUPPLEMENTAL INFORMATION (CONTINUED)**

PROJECT NEPTUNE, LLC IS AN ELIGIBLE SMALL BUSINESS UNDER SECTION 38 (C) (5) (C) .

PARTNER 1: RYAN WILLIAMS

SPSL1201L 06/08/21

Statement A—QBI Pass-through Entity Reporting (Schedule K-1, Box 20, Code Z)

|   |                                     |  |  |
|---|-------------------------------------|--|--|
| Partnership's name: PROJECT NEPTUNE, LLC                                      |                                     | Partnership's EIN: 82-4082186            |  |
| Partner's name: RYAN WILLIAMS   |                                     | Partner's identifying number: [REDACTED] |  |
| <b>Partner's share of:</b>  |                                     |  |  |
| PROJECT NEPTUNE, LLC  |                                     |  |  |
| <input type="checkbox"/> PTP  | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP             |  |
| <input type="checkbox"/> Aggregated   | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated      |  |
| <input type="checkbox"/> SSTB   | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB            |  |
| <b>QBI or qualified PTP items subject to partner-specific determinations:</b> |                                     |  |  |
| Ordinary business income (loss)   | -1,419,093.                         |  |  |
| Rental income (loss)  |                                     |  |  |
| Royalty income (loss)   |                                     |  |  |
| Section 1231 gain (loss)  |                                     |  |  |
| Other income (loss)   |                                     |  |  |
| Section 179 deduction   |                                     |  |  |
| Other deductions  |                                     |  |  |
| W-2 wages   | 754,526.                            |  |  |
| UBIA of qualified property  | 21,731.                             |  |  |
| <b>Section 199A dividends</b>   |                                     |  |  |
| <b>Partner's share of:</b>  |                                     |  |  |
|   |                                     |  |  |
| <input type="checkbox"/> PTP  | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP             |  |
| <input type="checkbox"/> Aggregated   | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated      |  |
| <input type="checkbox"/> SSTB   | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB            |  |
| <b>QBI or qualified PTP items subject to partner-specific determinations:</b> |                                     |  |  |
| Ordinary business income (loss)   |                                     |  |  |
| Rental income (loss)  |                                     |  |  |
| Royalty income (loss)   |                                     |  |  |
| Section 1231 gain (loss)  |                                     |  |  |
| Other income (loss)   |                                     |  |  |
| Section 179 deduction   |                                     |  |  |
| Other deductions  |                                     |  |  |
| W-2 wages   |                                     |  |  |
| UBIA of qualified property  |                                     |  |  |

**Schedule K-1 - Partner's Share  
 of Utah Income, Deductions and Credits**

Intuit **TC-65, Sch. K-1  
 2021**

65104

| Partnership Information  | Partner's Share of Utah Income, Deductions and Credits  |
|--|---|
| A Partnership's EIN: <span style="float: right;">82-4082186</span>   | 1 Utah ordinary business income (loss) <span style="float: right;">-1419093.</span>   |
| B Partnership's name, address, city, state, and ZIP code<br>PROJECT NEPTUNE, LLC<br>CRUISE BUILDER<br>4700 WEST DAYBREAK PARKWAY SUITE 1<br>SOUTH JORDAN, UT 84009 | 2 Utah net rental real estate income (loss)   |
|  | 3 Utah other net rental income (loss)   |
|  | 4 Utah guaranteed payments <span style="float: right;">15234.</span>  |
|  | 5a Utah U.S. government interest income   |
|  | 5b Utah municipal bond interest income  |
|  | 5c Utah other interest income   |
|  | 6 Utah ordinary dividends   |
|  | 7 Utah royalties  |
|  | 8 Utah net short-term capital gain (loss)   |
|  | 9 Utah net long-term capital gain (loss)  |
|  | 10 Utah net Section 1231 gain (loss)  |
|  | 11 Utah recapture of Section 179 deduction  |
|  | 12 Utah other income (loss) (describe)<br>SEE ATTACHED  |
|  | 13 Utah Section 179 deduction   |
|  | 14 Contributions  |
|  | 15 Foreign taxes paid or accrued  |
|  | 16 Utah other deductions (describe)<br>SEE ATTACHED   |
|  | 17 Utah nonrefundable credits:<br><u>Name of Credit</u> <span style="float: right;"><u>Code</u> <u>Credit Amount</u></span><br>SEE ATTACHED |
|  | 18 Utah refundable credits:<br><u>Name of Credit</u> <span style="float: right;"><u>Code</u> <u>Credit Amount</u></span>                    |
|  | 19 Utah tax withheld on behalf of partner<br>"X" if withholding waiver applied for  |

| Partner Information  |  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|--|--|---------------------|-------------------------|-----------------|-------------------------|-------------------|---------|---------|---------------------|-----------|-----------|--|
| C Partner's SSN or EIN: <span style="background-color: black; color: black;">[REDACTED]</span>   |  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| D Partner's name, address, city, state, and ZIP code<br><br>RYAN WILLIAMS<br><span style="background-color: black; color: black;">[REDACTED]</span>  |  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| E Partner's phone number <span style="background-color: black; color: black;">[REDACTED]</span>  |  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| F Percent of ownership   |  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| G Enter "X" if limited partner or member <span style="float: right;">X</span>  |  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| H Enter code from list below: <span style="float: right;">I</span>   |  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| <table style="font-size: small;"> <tr> <td rowspan="5" style="writing-mode: vertical-rl; transform: rotate(180deg);">CODES</td> <td>I = Individual</td> <td>P = Gen'l Partnership</td> </tr> <tr> <td>C = Corporation</td> <td>L = Limited Partnership</td> </tr> <tr> <td>S = S Corporation</td> <td>B = LLC</td> <td>R = LLP</td> </tr> <tr> <td>N = Nonprofit Corp.</td> <td>T = Trust</td> <td>O = Other</td> </tr> </table> | CODES  | I = Individual      | P = Gen'l Partnership   | C = Corporation | L = Limited Partnership | S = S Corporation | B = LLC | R = LLP | N = Nonprofit Corp. | T = Trust | O = Other |  |
| CODES  |  | I = Individual      | P = Gen'l Partnership   |                 |                         |                   |         |         |                     |           |           |  |
|  |  | C = Corporation     | L = Limited Partnership |                 |                         |                   |         |         |                     |           |           |  |
|  |  | S = S Corporation   | B = LLC                 | R = LLP         |                         |                   |         |         |                     |           |           |  |
|  |  | N = Nonprofit Corp. | T = Trust               | O = Other       |                         |                   |         |         |                     |           |           |  |
|  | I Enter date: <span style="float: right;">01 01 2018</span><br><div style="display: flex; justify-content: space-around; font-size: x-small;"> <span>affiliated</span> <span>withdrawn</span> </div> |                     |                         |                 |                         |                   |         |         |                     |           |           |  |

| Partner's Share of Apportionment Factors |    |      |    |       |
|--|----|------|----|-------|
|  |    | Utah |    | Total |
| J Property                               | \$ | 0.   | \$ | 0.    |
| K Payroll                                | \$ | 0.   | \$ | 0.    |
| L Sales                                  | \$ | 0.   | \$ | 0.    |

| Other Information |
|-------------------|
| SEE ATTACHED      |

**Note:** To complete lines 1 through 16:  
 \* Utah residents, enter the amounts from federal Schedule K-1.  
 \* Utah nonresidents, see instructions to calculate amounts.  
 All filers complete lines 17 through 19, if applicable.

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM TC-65) 2021

SUPPLEMENTAL INFORMATION

PAGE 2

FORM TC-65, SCHEDULE K-1, LINE 12  
OTHER INCOME (LOSS)

PPP LOANS RELATED TO COVID-19..... \$ 351,836.

FORM TC-65, SCHEDULE K-1, LINE 16  
OTHER DEDUCTIONS

PARTNER HEALTH INSURANCE..... \$ 15,234.

FORM TC-65, SCHEDULE K-1, LINE 17  
UTAH NONREFUNDABLE CREDITS

| NAME OF CREDIT                              | CODE | CREDIT AMOUNT |
|---|------|---------------|
| CREDIT FOR RESEARCH ACTIVITIES IN UTAH..... | 12   | \$ 12,511.    |
| TOTAL                                       |      | \$ 12,511.    |

SUPPLEMENTAL INFORMATION

THE UTAH R&D CREDIT ABOVE CONSISTS OF BOTH A CARRYFORWARD CREDIT AND A NON-CARRYFORWARD CREDIT. THE ALLOCATED PERCENTAGES ARE:

CARRYFORWARD PORTION: 13.42%  
NON-CARRYFORWARD PORTION: 86.58%

PARTNER 1: RYAN WILLIAMS

PROJECT NEPTUNE, LLC  
CRUISE BUILDER  
4700 WEST DAYBREAK PARKWAY SUITE 100  
SOUTH JORDAN, UT 84009  
(801) 341-1765

September 14, 2022

KARA MCCOY  


RE:  
Project Neptune, LLC  
CRUISE BUILDER  
82-4082186  
Schedule K-1 from Partnership's 2021 Return of Income

Dear KARA MCCOY:

Enclosed is your 2021 Schedule K-1 (Form 1065) Partner's Share of Income, Deductions, Credits, Etc. from Project Neptune, LLC. This information reflects the amounts you need to complete your income tax return. The amounts shown are your distributive share of partnership tax items to be reported on your tax return, and may not correspond to actual distributions you have received during the year. This information is included in the Partnership's 2021 Federal Return of Partnership Income that was filed with the Internal Revenue Service.

If you have any questions concerning this information, please contact us immediately.

Sincerely,

Project Neptune, LLC

Enclosure(s)

**Schedule K-1  
(Form 1065)**

Department of the Treasury  
Internal Revenue Service

For calendar year 2021, or tax year

beginning  /  / 2021 ending  /  /

Final K-1

Amended K-1

OMB No. 1545-0123

**2021**

**Partner's Share of Income, Deductions, Credits, etc.**

See separate instructions.

**Part I Information About the Partnership**

**A** Partnership's employer identification number  
82-4082186

**B** Partnership's name, address, city, state, and ZIP code  
PROJECT NEPTUNE, LLC  
CRUISE BUILDER  
4700 WEST DAYBREAK PARKWAY SUITE 100  
SOUTH JORDAN, UT 84009

**C** IRS center where partnership filed return ▶ E-FILE

**D**  Check if this is a publicly traded partnership (PTP)

**Part II Information About the Partner**

**E** Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)  
[REDACTED]

**F** Name, address, city, state, and ZIP code for partner entered in E. See instructions.  
KARA MCCOY  
[REDACTED]

**G**  General partner or LLC member-manager  Limited partner or other LLC member

**H1**  Domestic partner  Foreign partner

**H2**  If the partner is a disregarded entity (DE), enter the partner's:  
TIN \_\_\_\_\_ Name \_\_\_\_\_

**I1** What type of entity is this partner? INDIVIDUAL

**I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ...

**J** Partner's share of profit, loss, and capital (see instructions):

|         | Beginning | Ending |
|---------|-----------|--------|
| Profit  | 18 %      | 18 %   |
| Loss    | 18 %      | 18 %   |
| Capital | 48 %      | 48 %   |

Check if decrease is due to sale or exchange of partnership interest ...

**K** Partner's share of liabilities:

|                                 | Beginning      | Ending        |
|---------------------------------|----------------|---------------|
| Nonrecourse                     | \$ 10,560,904. | \$ 4,851,714. |
| Qualified nonrecourse financing | \$             | \$            |
| Recourse                        | \$ 1,314,120.  | \$ 610,160.   |

Check this box if Item K includes liability amounts from lower tier partnerships. ...

**L Partner's Capital Account Analysis**

|  |                   |
|--|-------------------|
| Beginning capital account                      | \$ -562,648.      |
| Capital contributed during the year            | \$                |
| Current year net income (loss)                 | \$ -319,296.      |
| Other increase (decrease) (attach explanation) | \$ 78,047.        |
| Withdrawals and distributions                  | \$ (SEE ATTACHED) |
| Ending capital account                         | \$ -803,897.      |

**M** Did the partner contribute property with a built-in gain (loss)?  
 Yes  No If "Yes," attach statement. See instructions.

**N** Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)

|           |    |
|-----------|----|
| Beginning | \$ |
| Ending    | \$ |

**Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items**

|  |   |
|--|---|
| <b>1</b> Ordinary business income (loss)   | <b>14</b> Self-employment earnings (loss)                               |
| -319,296.  |   |
| <b>2</b> Net rental real estate income (loss)  |   |
| <b>3</b> Other net rental income (loss)  | <b>15</b> Credits   |
|  | M 1,540.  |
| <b>4a</b> Guaranteed payments for services   |   |
| <b>4b</b> Guaranteed payments for capital  | <b>16</b> Schedule K-3 is attached if checked. <input type="checkbox"/> |
| <b>4c</b> Total guaranteed payments  | <b>17</b> Alternative minimum tax (AMT) items                           |
| <b>5</b> Interest income   |   |
| <b>6a</b> Ordinary dividends   |   |
| <b>6b</b> Qualified dividends  | <b>18</b> Tax-exempt income and nondeductible expenses                  |
| <b>6c</b> Dividend equivalents   | B* 79,163.  |
| <b>7</b> Royalties   | C* 1,116.   |
| <b>8</b> Net short-term capital gain (loss)  | <b>19</b> Distributions   |
| <b>9a</b> Net long-term capital gain (loss)  |   |
| <b>9b</b> Collectibles (28%) gain (loss)   |   |
| <b>9c</b> Unrecaptured section 1250 gain   | <b>20</b> Other information   |
| <b>10</b> Net section 1231 gain (loss)   | AH* STMT  |
| <b>11</b> Other income (loss)  | N* STMT   |
|  | Z* STMT   |
| <b>12</b> Section 179 deduction  | <b>21</b> Foreign taxes paid or accrued                                 |
| <b>13</b> Other deductions   |   |
| <b>22</b> <input type="checkbox"/> More than one activity for at-risk purposes*          |   |
| <b>23</b> <input type="checkbox"/> More than one activity for passive activity purposes* |   |

\*See attached statement for additional information.

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM 1065) 2021

**SUPPLEMENTAL INFORMATION**

PAGE 2

**ITEM L  
PARTNER'S CAPITAL ACCOUNT ANALYSIS  
OTHER INCREASE (DECREASE)**

**OTHER INCREASE**

|   |                   |
|---|-------------------|
| TAX-EXEMPT INTEREST AND/OR TAX-EXEMPT OTHER INCOME..... | \$ 79,163.        |
| TOTAL   | <u>\$ 79,163.</u> |

**OTHER DECREASE**

|                              |                  |
|------------------------------|------------------|
| NON-DEDUCTIBLE EXPENSES..... | 1,116.           |
| TOTAL                        | <u>\$ 1,116.</u> |

|           |                   |
|-----------|-------------------|
| NET TOTAL | <u>\$ 78,047.</u> |
|-----------|-------------------|

**BOX 18  
OTHER TAX-EXEMPT INCOME AND NONDEDUCTIBLE EXPENSES**

**\* DESCRIPTIVE INFORMATION**

|  |            |
|--|------------|
| B INCOME ON BOOKS NOT ON SCH. K (PERMANENT)..... | \$ 79,163. |
| C DISALLOWED TRAVEL AND ENTERTAINMENT.....       | 1,116.     |

**BOX 20, CODE N  
BUSINESS INTEREST EXPENSE  
INCLUDED AS A DEDUCTION ON THE FOLLOWING LINE(S)**

BELOW IS DEDUCTIBLE BUSINESS INTEREST EXPENSE FOR INCLUSION IN THE SEPARATE LOSS CLASS FOR COMPUTING ANY BASIS LIMITATION (DEFINED IN SECTION 704(D), REGULATION SECTION 1.163(J)-6(H)).

|                           |            |
|---------------------------|------------|
| SCHEDULE K-1, LINE 1..... | \$ 98,259. |
|---------------------------|------------|

**BOX 20, CODE AH  
SECTION 163(J) INFORMATION**

IF YOU ARE REQUIRED TO FILE FORM 8990 "LIMITATION ON BUSINESS INTEREST EXPENSE UNDER SECTION 163(J)" THE FOLLOWING INFORMATION WILL BE NECESSARY. SEE FORM 8990 INSTRUCTIONS FOR MORE DETAILS.

|                                |         |
|--------------------------------|---------|
| BUSINESS INTEREST EXPENSE..... | 98,259. |
|--------------------------------|---------|

**SUPPLEMENTAL INFORMATION**

PURSUANT TO IRC SECTION 6221(B)(1), FOR THE CURRENT TAX YEAR, THE PARTNERSHIP HAS ELECTED OUT OF THE CENTRALIZED PARTNERSHIP AUDIT REGIME. ANY IRS AUDIT CONDUCTED, AND ANY SUBSEQUENT ASSESSMENT, WILL BE MADE AT THE PARTNER LEVEL, PARTNER BY PARTNER, AND UNDER THE AUDIT PROCEDURES APPLICABLE TO EACH PARTNER FOR THE YEAR UNDER EXAMINATION.

PROJECT NEPTUNE, LLC IS AN ELIGIBLE SMALL BUSINESS UNDER SECTION 38(C)(5)(C).

Statement A—QBI Pass-through Entity Reporting (Schedule K-1, Box 20, Code Z)

|  |           |  |  |
|--|-----------|--|--|
| Partnership's name: PROJECT NEPTUNE, LLC   |           | Partnership's EIN: 82-4082186  |  |
| Partner's name: KARA MCCOY   |           | Partner's identifying number: [REDACTED]   |  |
| PROJECT NEPTUNE, LLC<br><input type="checkbox"/> PTP<br><input type="checkbox"/> Aggregated<br><input type="checkbox"/> SSTB |           | <input type="checkbox"/> PTP<br><input type="checkbox"/> Aggregated<br><input type="checkbox"/> SSTB |  |
| Partner's share of:  |           |  |  |
| <b>QBI or qualified PTP items subject to partner-specific determinations:</b>  |           |  |  |
| Ordinary business income (loss)  | -319,296. |  |  |
| Rental income (loss) .....   |           |  |  |
| Royalty income (loss) .....  |           |  |  |
| Section 1231 gain (loss) .....   |           |  |  |
| Other income (loss) .....  |           |  |  |
| Section 179 deduction .....  |           |  |  |
| Other deductions .....   |           |  |  |
| W-2 wages .....  | 169,768.  |  |  |
| UBIA of qualified property .....   | 4,890.    |  |  |
| <b>Section 199A dividends</b>  |           |  |  |
| <input type="checkbox"/> PTP<br><input type="checkbox"/> Aggregated<br><input type="checkbox"/> SSTB                         |           | <input type="checkbox"/> PTP<br><input type="checkbox"/> Aggregated<br><input type="checkbox"/> SSTB |  |
| Partner's share of:  |           |  |  |
| <b>QBI or qualified PTP items subject to partner-specific determinations:</b>  |           |  |  |
| Ordinary business income (loss)  |           |  |  |
| Rental income (loss) .....   |           |  |  |
| Royalty income (loss) .....  |           |  |  |
| Section 1231 gain (loss) .....   |           |  |  |
| Other income (loss) .....  |           |  |  |
| Section 179 deduction .....  |           |  |  |
| Other deductions .....   |           |  |  |
| W-2 wages .....  |           |  |  |
| UBIA of qualified property .....   |           |  |  |



65104 Schedule K-1 - Partner's Share of Utah Income, Deductions and Credits

Intuit TC-65, Sch. K-1 2021

**Partnership Information**

A Partnership's EIN: 82-4082186  
 B Partnership's name, address, city, state, and ZIP code  
 PROJECT NEPTUNE, LLC  
 CRUISE BUILDER  
 4700 WEST DAYBREAK PARKWAY SUITE 1  
 SOUTH JORDAN, UT 84009

**Partner Information**

C Partner's SSN or EIN: [REDACTED]  
 D Partner's name, address, city, state, and ZIP code  
 KARA MCCOY  
 [REDACTED]  
 E Partner's phone number [REDACTED]  
 F Percent of ownership 48.0000  
 G Enter "X" if limited partner or member X  
 H Entity code from list below: I  
 I = Individual P = Gen'l Partnership  
 C = Corporation L = Limited Partnership  
 S = S Corporation B = LLC R = LLP  
 N = Nonprofit Corp. T = Trust O = Other  
 I Enter date: 01 01 2018  
 affiliated withdrawn

**Partner's Share of Apportionment Factors**

|            | Utah  | Total |
|------------|-------|-------|
| J Property | \$ 0. | \$ 0. |
| K Payroll  | \$ 0. | \$ 0. |
| L Sales    | \$ 0. | \$ 0. |

**Other Information**

SEE ATTACHED

**Partner's Share of Utah Income, Deductions and Credits**

- 1 Utah ordinary business income (loss) -319296.
- 2 Utah net rental real estate income (loss)
- 3 Utah other net rental income (loss)
- 4 Utah guaranteed payments
- 5a Utah U.S. government interest income
- 5b Utah municipal bond interest income
- 5c Utah other interest income
- 6 Utah ordinary dividends
- 7 Utah royalties
- 8 Utah net short-term capital gain (loss)
- 9 Utah net long-term capital gain (loss)
- 10 Utah net Section 1231 gain (loss)
- 11 Utah recapture of Section 179 deduction
- 12 Utah other income (loss) (describe)  
SEE ATTACHED
- 13 Utah Section 179 deduction
- 14 Contributions
- 15 Foreign taxes paid or accrued
- 16 Utah other deductions (describe)
- 17 Utah nonrefundable credits:  
Name of Credit Code Credit Amount  
SEE ATTACHED
- 18 Utah refundable credits:  
Name of Credit Code Credit Amount
- 19 Utah tax withheld on behalf of partner  
"X" if withholding waiver applied for

Note: To complete lines 1 through 16:

- \* Utah residents, enter the amounts from federal Schedule K-1.
- \* Utah nonresidents, see instructions to calculate amounts.
- All filers complete lines 17 through 19, if applicable.

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM TC-65) 2021

SUPPLEMENTAL INFORMATION

PAGE 2

**FORM TC-65, SCHEDULE K-1, LINE 12  
OTHER INCOME (LOSS)**

PPP LOANS RELATED TO COVID-19..... \$ 79,163.

**FORM TC-65, SCHEDULE K-1, LINE 17  
UTAH NONREFUNDABLE CREDITS**

| <u>NAME OF CREDIT</u>                       | <u>CODE</u> | <u>CREDIT AMOUNT</u> |
|---|-------------|----------------------|
| CREDIT FOR RESEARCH ACTIVITIES IN UTAH..... | 12          | \$ 2,815.            |
| TOTAL                                       |             | <u>\$ 2,815.</u>     |

**SUPPLEMENTAL INFORMATION**

THE UTAH R&D CREDIT ABOVE CONSISTS OF BOTH A CARRYFORWARD CREDIT AND A NON-CARRYFORWARD CREDIT. THE ALLOCATED PERCENTAGES ARE:

CARRYFORWARD PORTION: 13.42%  
NON-CARRYFORWARD PORTION: 86.58%

PROJECT NEPTUNE, LLC  
CRUISE BUILDER  
4700 WEST DAYBREAK PARKWAY SUITE 100  
SOUTH JORDAN, UT 84009  
(801) 341-1765

September 14, 2022

WES COBOS  


RE:  
Project Neptune, LLC  
CRUISE BUILDER  
82-4082186  
Schedule K-1 from Partnership's 2021 Return of Income

Dear WES COBOS:

Enclosed is your 2021 Schedule K-1 (Form 1065) Partner's Share of Income, Deductions, Credits, Etc. from Project Neptune, LLC. This information reflects the amounts you need to complete your income tax return. The amounts shown are your distributive share of partnership tax items to be reported on your tax return, and may not correspond to actual distributions you have received during the year. This information is included in the Partnership's 2021 Federal Return of Partnership Income that was filed with the Internal Revenue Service.

If you have any questions concerning this information, please contact us immediately.

Sincerely,

Project Neptune, LLC

Enclosure(s)

**Schedule K-1**  
**(Form 1065)**

Department of the Treasury  
 Internal Revenue Service

For calendar year 2021, or tax year

beginning  /  / 2021 ending  /  /

**Partner's Share of Income, Deductions, Credits, etc.**

See separate instructions.

**Part I Information About the Partnership**

**A** Partnership's employer identification number  
 82-4082186

**B** Partnership's name, address, city, state, and ZIP code  
 PROJECT NEPTUNE, LLC  
 CRUISE BUILDER  
 4700 WEST DAYBREAK PARKWAY SUITE 100  
 SOUTH JORDAN, UT 84009

**C** IRS center where partnership filed return **E-FILE**

**D**  Check if this is a publicly traded partnership (PTP)

**Part II Information About the Partner**

**E** Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)  
 [REDACTED]

**F** Name, address, city, state, and ZIP code for partner entered in E. See instructions.  
 WES COBOS  
 [REDACTED]

**G**  General partner or LLC member-manager  Limited partner or other LLC member

**H1**  Domestic partner  Foreign partner

**H2**  If the partner is a disregarded entity (DE), enter the partner's:  
 TIN \_\_\_\_\_ Name \_\_\_\_\_

**I1** What type of entity is this partner? **INDIVIDUAL**

**I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

**J** Partner's share of profit, loss, and capital (see instructions):

|         | Beginning | Ending |
|---------|-----------|--------|
| Profit  | 1 %       | 1 %    |
| Loss    | 1 %       | 1 %    |
| Capital | 1 %       | 1 %    |

Check if decrease is due to sale or exchange of partnership interest

**K** Partner's share of liabilities:

|                                 | Beginning   | Ending      |
|---------------------------------|-------------|-------------|
| Nonrecourse                     | \$ 220,019. | \$ 269,540. |
| Qualified nonrecourse financing | \$          | \$          |
| Recourse                        | \$ 26,315.  | \$ 31,120.  |

Check this box if Item K includes liability amounts from lower tier partnerships

**L Partner's Capital Account Analysis**

|  |                    |
|--|--------------------|
| Beginning capital account                      | \$ -12,485.        |
| Capital contributed during the year            | \$                 |
| Current year net income (loss)                 | \$ -17,739.        |
| Other increase (decrease) (attach explanation) | \$ 4,336.          |
| Withdrawals and distributions                  | \$( SEE ATTACHED ) |
| Ending capital account                         | \$ -25,888.        |

**M** Did the partner contribute property with a built-in gain (loss)?  
 Yes  No If "Yes," attach statement. See instructions.

**N** Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)

|           |    |
|-----------|----|
| Beginning | \$ |
| Ending    | \$ |

**Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items**

|           |                                      |            |  |
|-----------|--------------------------------------|------------|--|
| <b>1</b>  | Ordinary business income (loss)      | <b>14</b>  | Self-employment earnings (loss)                              |
|           | -17,739.                             | <b>A</b>   | 14,547.  |
| <b>2</b>  | Net rental real estate income (loss) |            |  |
| <b>3</b>  | Other net rental income (loss)       | <b>15</b>  | Credits  |
|           |                                      | <b>M</b>   | 86.  |
| <b>4a</b> | Guaranteed payments for services     |            |  |
|           | 14,547.                              |            |  |
| <b>4b</b> | Guaranteed payments for capital      | <b>16</b>  | Schedule K-3 is attached if checked <input type="checkbox"/> |
| <b>4c</b> | Total guaranteed payments            | <b>17</b>  | Alternative minimum tax (AMT) items                          |
|           | 14,547.                              |            |  |
| <b>5</b>  | Interest income                      |            |  |
| <b>6a</b> | Ordinary dividends                   |            |  |
| <b>6b</b> | Qualified dividends                  | <b>18</b>  | Tax-exempt income and nondeductible expenses                 |
| <b>6c</b> | Dividend equivalents                 | <b>B*</b>  | 4,398.   |
| <b>7</b>  | Royalties                            | <b>C*</b>  | 62.  |
| <b>8</b>  | Net short-term capital gain (loss)   |            |  |
| <b>9a</b> | Net long-term capital gain (loss)    |            |  |
| <b>9b</b> | Collectibles (28%) gain (loss)       |            |  |
| <b>9c</b> | Unrecaptured section 1250 gain       | <b>20</b>  | Other information  |
| <b>10</b> | Net section 1231 gain (loss)         | <b>AH*</b> | STMT   |
| <b>11</b> | Other income (loss)                  | <b>N*</b>  | STMT   |
|           |                                      | <b>Z*</b>  | STMT   |
| <b>12</b> | Section 179 deduction                | <b>21</b>  | Foreign taxes paid or accrued                                |
| <b>13</b> | Other deductions                     |            |  |
| <b>M</b>  | 14,547.                              |            |  |

**22**  More than one activity for at-risk purposes\*

**23**  More than one activity for passive activity purposes\*

\*See attached statement for additional information.

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM 1065) 2021

SUPPLEMENTAL INFORMATION

**ITEM L  
PARTNER'S CAPITAL ACCOUNT ANALYSIS  
OTHER INCREASE (DECREASE)**

**OTHER INCREASE**

TAX-EXEMPT INTEREST AND/OR TAX-EXEMPT OTHER INCOME..... \$ 4,398.  
TOTAL \$ 4,398.

**OTHER DECREASE**

NON-DEDUCTIBLE EXPENSES..... 62.  
TOTAL \$ 62.

NET TOTAL \$ 4,336.

**BOX 18  
OTHER TAX-EXEMPT INCOME AND NONDEDUCTIBLE EXPENSES**

**\* DESCRIPTIVE INFORMATION**

B INCOME ON BOOKS NOT ON SCH. K (PERMANENT)..... \$ 4,398.  
C DISALLOWED TRAVEL AND ENTERTAINMENT..... 62.

**BOX 20, CODE N  
BUSINESS INTEREST EXPENSE  
INCLUDED AS A DEDUCTION ON THE FOLLOWING LINE(S)**

BELOW IS DEDUCTIBLE BUSINESS INTEREST EXPENSE FOR INCLUSION  
IN THE SEPARATE LOSS CLASS FOR COMPUTING ANY BASIS LIMITATION  
(DEFINED IN SECTION 704(D), REGULATION SECTION 1.163(J)-6(H)).

SCHEDULE K-1, LINE 1..... \$ 5,459.

**BOX 20, CODE AH  
SECTION 163(J) INFORMATION**

IF YOU ARE REQUIRED TO FILE FORM 8990 "LIMITATION ON BUSINESS  
INTEREST EXPENSE UNDER SECTION 163(J)" THE FOLLOWING INFORMATION  
WILL BE NECESSARY. SEE FORM 8990 INSTRUCTIONS FOR MORE DETAILS.

BUSINESS INTEREST EXPENSE..... 5,459.

**SUPPLEMENTAL INFORMATION**

PURSUANT TO IRC SECTION 6221(B) (1), FOR THE CURRENT TAX YEAR, THE PARTNERSHIP HAS  
ELECTED OUT OF THE CENTRALIZED PARTNERSHIP AUDIT REGIME. ANY IRS AUDIT CONDUCTED,  
AND ANY SUBSEQUENT ASSESSMENT, WILL BE MADE AT THE PARTNER LEVEL, PARTNER BY  
PARTNER, AND UNDER THE AUDIT PROCEDURES APPLICABLE TO EACH PARTNER FOR THE YEAR  
UNDER EXAMINATION.

PROJECT NEPTUNE, LLC IS AN ELIGIBLE SMALL BUSINESS UNDER SECTION 38(C) (5) (C) .

Statement A—QBI Pass-through Entity Reporting (Schedule K-1, Box 20, Code Z)

|  |  |
|--|--|
| Partnership's name: PROJECT NEPTUNE, LLC | Partnership's EIN: 82-4082186            |
| Partner's name: WES COBOS                | Partner's identifying number: [REDACTED] |

|                     |                                     |                                     |                                     |
|---------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Partner's share of: | PROJECT NEPTUNE, LLC                |                                     |                                     |
|                     | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        |
|                     | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated |
|                     | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       |

|   |          |  |  |
|---|----------|--|--|
| <b>QBI or qualified PTP items subject to partner-specific determinations:</b> |          |  |  |
| Ordinary business income (loss)   | -17,739. |  |  |
| Rental income (loss)  |          |  |  |
| Royalty income (loss)   |          |  |  |
| Section 1231 gain (loss)  |          |  |  |
| Other income (loss)   |          |  |  |
| Section 179 deduction   |          |  |  |
| Other deductions  |          |  |  |
| W-2 wages   | 9,432.   |  |  |
| UBIA of qualified property  | 272.     |  |  |
| Section 199A dividends  |          |  |  |

|                     |                                     |                                     |                                     |
|---------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Partner's share of: |                                     |                                     |                                     |
|                     | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        |
|                     | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated |
|                     | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       |

|   |  |  |  |
|---|--|--|--|
| <b>QBI or qualified PTP items subject to partner-specific determinations:</b> |  |  |  |
| Ordinary business income (loss)   |  |  |  |
| Rental income (loss)  |  |  |  |
| Royalty income (loss)   |  |  |  |
| Section 1231 gain (loss)  |  |  |  |
| Other income (loss)   |  |  |  |
| Section 179 deduction   |  |  |  |
| Other deductions  |  |  |  |
| W-2 wages   |  |  |  |
| UBIA of qualified property  |  |  |  |

65104 **Schedule K-1 - Partner's Share of Utah Income, Deductions and Credits**

Intuit **TC-65, Sch. K-1 2021**

| Partnership Information   | Partner's Share of Utah Income, Deductions and Credits   |       |      |       |            |       |       |           |       |       |         |       |       |
|---|--|-------|------|-------|------------|-------|-------|-----------|-------|-------|---------|-------|-------|
| A Partnership's EIN: <span style="float: right;">82-4082186</span>  | 1 Utah ordinary business income (loss) <span style="float: right;">-17739.</span>  |       |      |       |            |       |       |           |       |       |         |       |       |
| B Partnership's name, address, city, state, and ZIP code<br>PROJECT NEPTUNE, LLC<br>CRUISE BUILDER<br>4700 WEST DAYBREAK PARKWAY SUITE 1<br>SOUTH JORDAN, UT 84009  | 2 Utah net rental real estate income (loss)  |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 3 Utah other net rental income (loss)  |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 4 Utah guaranteed payments <span style="float: right;">14547.</span>   |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 5a Utah U.S. government interest income  |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 5b Utah municipal bond interest income   |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 5c Utah other interest income  |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 6 Utah ordinary dividends  |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 7 Utah royalties   |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 8 Utah net short-term capital gain (loss)  |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 9 Utah net long-term capital gain (loss)   |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 10 Utah net Section 1231 gain (loss)   |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 11 Utah recapture of Section 179 deduction   |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 12 Utah other income (loss) (describe)<br><b>SEE ATTACHED</b>  |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 13 Utah Section 179 deduction  |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 14 Contributions   |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 15 Foreign taxes paid or accrued   |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 16 Utah other deductions (describe)<br><b>SEE ATTACHED</b>   |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 17 Utah nonrefundable credits:<br><u>Name of Credit</u> <span style="float: right;"><u>Code</u> <u>Credit Amount</u></span><br><b>SEE ATTACHED</b> |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 18 Utah refundable credits:<br><u>Name of Credit</u> <span style="float: right;"><u>Code</u> <u>Credit Amount</u></span>                           |       |      |       |            |       |       |           |       |       |         |       |       |
|   | 19 Utah tax withheld on behalf of partner<br>"X" if withholding waiver applied for<br><span style="float: right;">UTPA0110L 11/17/21</span>        |       |      |       |            |       |       |           |       |       |         |       |       |
| <b>Partner Information</b><br>C Partner's SSN or EIN: <span style="background-color: black; color: black;">[REDACTED]</span><br>D Partner's name, address, city, state, and ZIP code<br><b>WES COBOS</b><br><span style="background-color: black; color: black;">[REDACTED]</span><br>E Partner's phone number <span style="background-color: black; color: black;">[REDACTED]</span><br>F Percent of ownership <span style="float: right;">1.0000</span><br>G Enter "X" if limited partner or member <span style="float: right;">X</span><br>H Entity code from list below: <span style="float: right;">I</span><br><div style="display: flex; justify-content: space-between; font-size: small;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">CODES</div> <div>                     I = Individual      P = Gen'l Partnership<br/>                     C = Corporation    L = Limited Partnership<br/>                     S = S Corporation   B = LLC                      R = LLP<br/>                     N = Nonprofit Corp. T = Trust                      O = Other                 </div> </div> I Enter date: <span style="float: right;">01 01 2018</span><br><span style="display: flex; justify-content: space-around; font-size: x-small;"> <span>affiliated</span> <span>withdrawn</span> </span> |  |       |      |       |            |       |       |           |       |       |         |       |       |
| <b>Partner's Share of Apportionment Factors</b><br><table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Utah</th> <th style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>J Property</td> <td style="text-align: right;">\$ 0.</td> <td style="text-align: right;">\$ 0.</td> </tr> <tr> <td>K Payroll</td> <td style="text-align: right;">\$ 0.</td> <td style="text-align: right;">\$ 0.</td> </tr> <tr> <td>L Sales</td> <td style="text-align: right;">\$ 0.</td> <td style="text-align: right;">\$ 0.</td> </tr> </tbody> </table>   |  |       | Utah | Total | J Property | \$ 0. | \$ 0. | K Payroll | \$ 0. | \$ 0. | L Sales | \$ 0. | \$ 0. |
|   | Utah   | Total |      |       |            |       |       |           |       |       |         |       |       |
| J Property  | \$ 0.  | \$ 0. |      |       |            |       |       |           |       |       |         |       |       |
| K Payroll   | \$ 0.  | \$ 0. |      |       |            |       |       |           |       |       |         |       |       |
| L Sales   | \$ 0.  | \$ 0. |      |       |            |       |       |           |       |       |         |       |       |
| <b>Other Information</b><br><br><span style="font-size: large;">SEE ATTACHED</span>   |  |       |      |       |            |       |       |           |       |       |         |       |       |
| <b>Note:</b> To complete lines 1 through 16:<br>* Utah residents, enter the amounts from federal Schedule K-1.<br>* Utah nonresidents, see instructions to calculate amounts.<br>All filers complete lines 17 through 19, if applicable.  |  |       |      |       |            |       |       |           |       |       |         |       |       |

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM TC-65) 2021

**SUPPLEMENTAL INFORMATION**

PAGE 2

**FORM TC-65, SCHEDULE K-1, LINE 12  
 OTHER INCOME (LOSS)**

PPP LOANS RELATED TO COVID-19..... \$ 4,398.

**FORM TC-65, SCHEDULE K-1, LINE 16  
 OTHER DEDUCTIONS**

PARTNER HEALTH INSURANCE..... \$ 14,547.

**FORM TC-65, SCHEDULE K-1, LINE 17  
 UTAH NONREFUNDABLE CREDITS**

| NAME OF CREDIT                              | CODE | CREDIT AMOUNT  |
|---|------|----------------|
| CREDIT FOR RESEARCH ACTIVITIES IN UTAH..... | 12   | \$ 156.        |
| TOTAL                                       |      | <u>\$ 156.</u> |

**SUPPLEMENTAL INFORMATION**

THE UTAH R&D CREDIT ABOVE CONSISTS OF BOTH A CARRYFORWARD CREDIT AND A NON-CARRYFORWARD CREDIT. THE ALLOCATED PERCENTAGES ARE:

CARRYFORWARD PORTION: 13.42%  
 NON-CARRYFORWARD PORTION: 86.58%



PROJECT NEPTUNE, LLC  
CRUISE BUILDER  
4700 WEST DAYBREAK PARKWAY SUITE 100  
SOUTH JORDAN, UT 84009  
(801) 341-1765

September 14, 2022

KAELEN GULBRANSON  


RE:  
Project Neptune, LLC  
CRUISE BUILDER  
82-4082186  
Schedule K-1 from Partnership's 2021 Return of Income

Dear KAELEN GULBRANSON:

Enclosed is your 2021 Schedule K-1 (Form 1065) Partner's Share of Income, Deductions, Credits, Etc. from Project Neptune, LLC. This information reflects the amounts you need to complete your income tax return. The amounts shown are your distributive share of partnership tax items to be reported on your tax return, and may not correspond to actual distributions you have received during the year. This information is included in the Partnership's 2021 Federal Return of Partnership Income that was filed with the Internal Revenue Service.

If you have any questions concerning this information, please contact us immediately.

Sincerely,

Project Neptune, LLC

Enclosure(s)

Schedule K-1 (Form 1065) 2021

Department of the Treasury Internal Revenue Service

For calendar year 2021, or tax year

Final K-1 Amended K-1

OMB No. 1545-0123

beginning / / 2021 ending / /

Partner's Share of Income, Deductions, Credits, etc.

See separate instructions.

Part I Information About the Partnership
A Partnership's employer identification number 82-4082186
B Partnership's name, address, city, state, and ZIP code PROJECT NEPTUNE, LLC CRUISE BUILDER 4700 WEST DAYBREAK PARKWAY SUITE 100 SOUTH JORDAN, UT 84009
C IRS center where partnership filed return E-FILE
D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner
E Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)
F Name, address, city, state, and ZIP code for partner entered in E. See instructions. KAELEN GULBRANSON

G General partner or LLC member-manager Limited partner or other LLC member
H1 Domestic partner Foreign partner
H2 If the partner is a disregarded entity (DE), enter the partner's TIN Name

I1 What type of entity is this partner? INDIVIDUAL
I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here
J Partner's share of profit, loss, and capital (see instructions):
Beginning Ending
Profit 1% 1%
Loss 1% 1%
Capital 1% 1%

K Partner's share of liabilities:
Beginning Ending
Nonrecourse \$ 220,019. \$ 269,540.
Qualified nonrecourse financing \$ \$
Recourse \$ 76,315. \$ 81,120.

L Partner's Capital Account Analysis
Beginning capital account \$ -12,485.
Capital contributed during the year \$
Current year net income (loss) \$ -17,739.
Other increase (decrease) (attach explanation) \$ 4,336.
Withdrawals and distributions \$( )
Ending capital account \$ -25,888.

M Did the partner contribute property with a built-in gain (loss)?
Yes No X If "Yes," attach statement. See instructions.

N Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)
Beginning \$
Ending \$

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

Table with 4 columns: Line number, Description, Code, and Amount. Includes rows for Ordinary business income (loss) -17,739, Self-employment earnings (loss) 15,121, Net rental real estate income (loss), Other net rental income (loss), Credits 86, Guaranteed payments for services 15,121, Guaranteed payments for capital, Total guaranteed payments 15,121, Interest income, Ordinary dividends, Qualified dividends, Dividend equivalents, Royalties, Net short-term capital gain (loss), Net long-term capital gain (loss), Collectibles (28%) gain (loss), Unrecaptured section 1250 gain, Net section 1231 gain (loss), Other income (loss), Section 179 deduction, Other deductions 15,121.

22 More than one activity for at-risk purposes\*
23 More than one activity for passive activity purposes\*

\*See attached statement for additional information.

For IRS Use Only

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM 1065) 2021

SUPPLEMENTAL INFORMATION

PAGE 2

**ITEM L  
PARTNER'S CAPITAL ACCOUNT ANALYSIS  
OTHER INCREASE (DECREASE)**

**OTHER INCREASE**

TAX-EXEMPT INTEREST AND/OR TAX-EXEMPT OTHER INCOME..... \$ 4,398.  
TOTAL \$ 4,398.

**OTHER DECREASE**

NON-DEDUCTIBLE EXPENSES..... 62.  
TOTAL \$ 62.

NET TOTAL \$ 4,336.

**BOX 18  
OTHER TAX-EXEMPT INCOME AND NONDEDUCTIBLE EXPENSES**

**\* DESCRIPTIVE INFORMATION**

B INCOME ON BOOKS NOT ON SCH. K (PERMANENT)..... \$ 4,398.  
C DISALLOWED TRAVEL AND ENTERTAINMENT..... 62.

**BOX 20, CODE N  
BUSINESS INTEREST EXPENSE  
INCLUDED AS A DEDUCTION ON THE FOLLOWING LINE(S)**

BELOW IS DEDUCTIBLE BUSINESS INTEREST EXPENSE FOR INCLUSION  
IN THE SEPARATE LOSS CLASS FOR COMPUTING ANY BASIS LIMITATION  
(DEFINED IN SECTION 704(D), REGULATION SECTION 1.163(J)-6(H)).

SCHEDULE K-1, LINE 1..... \$ 5,459.

**BOX 20, CODE AH  
SECTION 163(J) INFORMATION**

IF YOU ARE REQUIRED TO FILE FORM 8990 "LIMITATION ON BUSINESS  
INTEREST EXPENSE UNDER SECTION 163(J)" THE FOLLOWING INFORMATION  
WILL BE NECESSARY. SEE FORM 8990 INSTRUCTIONS FOR MORE DETAILS.

BUSINESS INTEREST EXPENSE..... 5,459.

**SUPPLEMENTAL INFORMATION**

PURSUANT TO IRC SECTION 6221(B)(1), FOR THE CURRENT TAX YEAR, THE PARTNERSHIP HAS  
ELECTED OUT OF THE CENTRALIZED PARTNERSHIP AUDIT REGIME. ANY IRS AUDIT CONDUCTED,  
AND ANY SUBSEQUENT ASSESSMENT, WILL BE MADE AT THE PARTNER LEVEL, PARTNER BY  
PARTNER, AND UNDER THE AUDIT PROCEDURES APPLICABLE TO EACH PARTNER FOR THE YEAR  
UNDER EXAMINATION.

PROJECT NEPTUNE, LLC IS AN ELIGIBLE SMALL BUSINESS UNDER SECTION 38(C)(5)(C).

PARTNER 4: KAELEN GULBRANSON

Statement A—QBI Pass-through Entity Reporting (Schedule K-1, Box 20, Code Z)

|  |  |
|--|--|
| Partnership's name: PROJECT NEPTUNE, LLC | Partnership's EIN: 82-4082186            |
| Partner's name: KAELEN GULBRANSON        | Partner's identifying number: [REDACTED] |

|                     |                                     |                                     |                                     |
|---------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Partner's share of: | PROJECT NEPTUNE, LLC                |                                     |                                     |
|                     | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        |
|                     | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated |
|                     | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       |

|   |          |  |  |
|---|----------|--|--|
| <b>QBI or qualified PTP items subject to partner-specific determinations:</b> |          |  |  |
| Ordinary business income (loss)   | -17,739. |  |  |
| Rental income (loss)  |          |  |  |
| Royalty income (loss)   |          |  |  |
| Section 1231 gain (loss)  |          |  |  |
| Other income (loss)   |          |  |  |
| Section 179 deduction   |          |  |  |
| Other deductions  |          |  |  |
| W-2 wages   | 9,432.   |  |  |
| UBIA of qualified property  | 272.     |  |  |
| <b>Section 199A dividends</b>   |          |  |  |

|                     |                                     |                                     |                                     |
|---------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Partner's share of: |                                     |                                     |                                     |
|                     | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        | <input type="checkbox"/> PTP        |
|                     | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated | <input type="checkbox"/> Aggregated |
|                     | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       | <input type="checkbox"/> SSTB       |

|   |  |  |  |
|---|--|--|--|
| <b>QBI or qualified PTP items subject to partner-specific determinations:</b> |  |  |  |
| Ordinary business income (loss)   |  |  |  |
| Rental income (loss)  |  |  |  |
| Royalty income (loss)   |  |  |  |
| Section 1231 gain (loss)  |  |  |  |
| Other income (loss)   |  |  |  |
| Section 179 deduction   |  |  |  |
| Other deductions  |  |  |  |
| W-2 wages   |  |  |  |
| UBIA of qualified property  |  |  |  |

65104 **Schedule K-1 - Partner's Share of Utah Income, Deductions and Credits**

Intuit **TC-65, Sch. K-1 2021**

| Partnership Information  | Partner's Share of Utah Income, Deductions and Credits  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|--|---|---------------------|-------------------------|-----------------|-------------------------|-------------------|---------|---------|---------------------|-----------|-----------|--|
| A Partnership's EIN: <span style="float:right">82-4082186</span>   | 1 Utah ordinary business income (loss) <span style="float:right">-17739.</span>   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| B Partnership's name, address, city, state, and ZIP code<br>PROJECT NEPTUNE, LLC<br>CRUISE BUILDER<br>4700 WEST DAYBREAK PARKWAY SUITE 1<br>SOUTH JORDAN, UT 84009   | 2 Utah net rental real estate income (loss)   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 3 Utah other net rental income (loss)   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 4 Utah guaranteed payments <span style="float:right">15121.</span>  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 5a Utah U.S. government interest income   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 5b Utah municipal bond interest income  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 5c Utah other interest income   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 6 Utah ordinary dividends   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 7 Utah royalties  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 8 Utah net short-term capital gain (loss)   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 9 Utah net long-term capital gain (loss)  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 10 Utah net Section 1231 gain (loss)  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 11 Utah recapture of Section 179 deduction  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 12 Utah other income (loss) (describe)<br><b>SEE ATTACHED</b>   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 13 Utah Section 179 deduction   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 14 Contributions  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 15 Foreign taxes paid or accrued  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 16 Utah other deductions (describe)<br><b>SEE ATTACHED</b>  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 17 Utah nonrefundable credits:<br><u>Name of Credit</u> <span style="float:right"><u>Code</u> <u>Credit Amount</u></span><br><b>SEE ATTACHED</b>  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 18 Utah refundable credits:<br><u>Name of Credit</u> <span style="float:right"><u>Code</u> <u>Credit Amount</u></span>  |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
|  | 19 Utah tax withheld on behalf of partner<br>"X" if withholding waiver applied for<br><span style="float:right">UTPA0110L 11/17/21</span>   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| <b>Partner Information</b>   |   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| C Partner's SSN or EIN: <span style="background-color:black; color:black;">[REDACTED]</span>   |   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| D Partner's name, address, city, state, and ZIP code<br><b>KAELEN GULBRANSON</b><br><span style="background-color:black; color:black;">[REDACTED]</span>   |   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| E Partner's phone number <span style="background-color:black; color:black;">[REDACTED]</span>  |   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| F Percent of ownership <span style="float:right">1.0000</span>   |   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| G Enter "X" if limited partner or member <span style="float:right">X</span>  |   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| H Entity code from list below: <span style="float:right">I</span>  |   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| <table style="font-size: small;"> <tr> <td rowspan="5" style="writing-mode: vertical-rl; transform: rotate(180deg);">CODES</td> <td>I = Individual</td> <td>P = Gen'l Partnership</td> </tr> <tr> <td>C = Corporation</td> <td>L = Limited Partnership</td> </tr> <tr> <td>S = S Corporation</td> <td>B = LLC</td> <td>R = LLP</td> </tr> <tr> <td>N = Nonprofit Corp.</td> <td>T = Trust</td> <td>O = Other</td> </tr> </table> | CODES   | I = Individual      | P = Gen'l Partnership   | C = Corporation | L = Limited Partnership | S = S Corporation | B = LLC | R = LLP | N = Nonprofit Corp. | T = Trust | O = Other |  |
| CODES  |   | I = Individual      | P = Gen'l Partnership   |                 |                         |                   |         |         |                     |           |           |  |
|  |   | C = Corporation     | L = Limited Partnership |                 |                         |                   |         |         |                     |           |           |  |
|  |   | S = S Corporation   | B = LLC                 | R = LLP         |                         |                   |         |         |                     |           |           |  |
|  |   | N = Nonprofit Corp. | T = Trust               | O = Other       |                         |                   |         |         |                     |           |           |  |
|  | I Enter date: <span style="float:right">01 01 2018</span><br><span style="display: block; text-align: center; font-size: x-small;">affiliated <span style="margin-left: 100px;">withdrawn</span></span> |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| <b>Partner's Share of Apportionment Factors</b>  |   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| Utah   | Total   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| J Property <span style="float:right">\$ 0. \$ 0.</span>  |   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| K Payroll <span style="float:right">\$ 0. \$ 0.</span>   |   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| L Sales <span style="float:right">\$ 0. \$ 0.</span>   |   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| <b>Other Information</b>   |   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| <b>SEE ATTACHED</b>  |   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |
| <b>Note:</b> To complete lines 1 through 16:<br>* Utah residents, enter the amounts from federal Schedule K-1.<br>* Utah nonresidents, see instructions to calculate amounts.<br>All filers complete lines 17 through 19, if applicable.   |   |                     |                         |                 |                         |                   |         |         |                     |           |           |  |

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM TC-65) 2021

**SUPPLEMENTAL INFORMATION**

PAGE 2

**FORM TC-65, SCHEDULE K-1, LINE 12  
 OTHER INCOME (LOSS)**

PPP LOANS RELATED TO COVID-19..... \$ 4,398.

**FORM TC-65, SCHEDULE K-1, LINE 16  
 OTHER DEDUCTIONS**

PARTNER HEALTH INSURANCE..... \$ 15,121.

**FORM TC-65, SCHEDULE K-1, LINE 17  
 UTAH NONREFUNDABLE CREDITS**

| <u>NAME OF CREDIT</u>                       | <u>CODE</u> | <u>CREDIT AMOUNT</u> |
|---|-------------|----------------------|
| CREDIT FOR RESEARCH ACTIVITIES IN UTAH..... | 12          | \$ 156.              |
| TOTAL                                       |             | <u>\$ 156.</u>       |

**SUPPLEMENTAL INFORMATION**

THE UTAH R&D CREDIT ABOVE CONSISTS OF BOTH A CARRYFORWARD CREDIT AND A NON-CARRYFORWARD CREDIT. THE ALLOCATED PERCENTAGES ARE:

CARRYFORWARD PORTION: 13.42%  
 NON-CARRYFORWARD PORTION: 86.58%

PROJECT NEPTUNE, LLC  
CRUISE BUILDER  
4700 WEST DAYBREAK PARKWAY SUITE 100  
SOUTH JORDAN, UT 84009  
(801) 341-1765

September 14, 2022

MARCIA WILLIAMS  


RE:  
Project Neptune, LLC  
CRUISE BUILDER  
82-4082186  
Schedule K-1 from Partnership's 2021 Return of Income

Dear MARCIA WILLIAMS:

Enclosed is your 2021 Schedule K-1 (Form 1065) Partner's Share of Income, Deductions, Credits, Etc. from Project Neptune, LLC. This information reflects the amounts you need to complete your income tax return. The amounts shown are your distributive share of partnership tax items to be reported on your tax return, and may not correspond to actual distributions you have received during the year. This information is included in the Partnership's 2021 Federal Return of Partnership Income that was filed with the Internal Revenue Service.

If you have any questions concerning this information, please contact us immediately.

Sincerely,

Project Neptune, LLC

Enclosure(s)

**Schedule K-1**

(Form 1065)

Department of the Treasury  
 Internal Revenue Service

For calendar year 2021, or tax year

beginning  /  / 2021 ending  /  /

**Partner's Share of Income, Deductions, Credits, etc.**

▶ See separate instructions.

**Part I Information About the Partnership**

**A** Partnership's employer identification number  
 82-4082186

**B** Partnership's name, address, city, state, and ZIP code  
 PROJECT NEPTUNE, LLC  
 CRUISE BUILDER  
 4700 WEST DAYBREAK PARKWAY SUITE 100  
 SOUTH JORDAN, UT 84009

**C** IRS center where partnership filed return ▶ **E-FILE**

**D**  Check if this is a publicly traded partnership (PTP)

**Part II Information About the Partner**

**E** Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)  
 [REDACTED]

**F** Name, address, city, state, and ZIP code for partner entered in E. See instructions.  
 MARCIA WILLIAMS  
 [REDACTED]

**G**  General partner or LLC member-manager  Limited partner or other LLC member

**H1**  Domestic partner  Foreign partner

**H2**  If the partner is a disregarded entity (DE), enter the partner's:  
 TIN \_\_\_\_\_ Name \_\_\_\_\_

**I1** What type of entity is this partner? INDIVIDUAL

**I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here...

**J** Partner's share of profit, loss, and capital (see instructions):

|         | Beginning | Ending |
|---------|-----------|--------|
| Profit  | %         | 80 %   |
| Loss    | %         | 80 %   |
| Capital | %         | 50 %   |

Check if decrease is due to sale or exchange of partnership interest...

**K** Partner's share of liabilities:

|                                 | Beginning | Ending |
|---------------------------------|-----------|--------|
| Nonrecourse                     | \$        | \$     |
| Qualified nonrecourse financing | \$        | \$     |
| Recourse                        | \$        | \$     |

Check this box if item K includes liability amounts from lower tier partnerships...

**L** **Partner's Capital Account Analysis**

|  |     |               |
|--|-----|---------------|
| Beginning capital account                      | \$  | 0.            |
| Capital contributed during the year            | \$  |               |
| Current year net income (loss)                 | \$  |               |
| Other increase (decrease) (attach explanation) | \$  | -2,001,628.   |
| Withdrawals and distributions                  | \$( | SEE ATTACHED) |
| Ending capital account                         | \$  | -2,001,628.   |

**M** Did the partner contribute property with a built-in gain (loss)?  
 Yes  No If "Yes," attach statement. See instructions.

**N** Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)

|           |    |
|-----------|----|
| Beginning | \$ |
| Ending    | \$ |

**Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items**

|   |   |
|---|---|
| <b>1</b> Ordinary business income (loss)      | <b>14</b> Self-employment earnings (loss)                               |
| <b>2</b> Net rental real estate income (loss) |   |
| <b>3</b> Other net rental income (loss)       | <b>15</b> Credits   |
| <b>4a</b> Guaranteed payments for services    |   |
| <b>4b</b> Guaranteed payments for capital     | <b>16</b> Schedule K-3 is attached if checked. <input type="checkbox"/> |
| <b>4c</b> Total guaranteed payments           | <b>17</b> Alternative minimum tax (AMT) items                           |
| <b>5</b> Interest income                      |   |
| <b>6a</b> Ordinary dividends                  |   |
| <b>6b</b> Qualified dividends                 | <b>18</b> Tax-exempt income and nondeductible expenses                  |
| <b>6c</b> Dividend equivalents                |   |
| <b>7</b> Royalties                            |   |
| <b>8</b> Net short-term capital gain (loss)   | <b>19</b> Distributions   |
| <b>9a</b> Net long-term capital gain (loss)   |   |
| <b>9b</b> Collectibles (28%) gain (loss)      |   |
| <b>9c</b> Unrecaptured section 1250 gain      | <b>20</b> Other information   |
| <b>10</b> Net section 1231 gain (loss)        |   |
| <b>11</b> Other income (loss)                 |   |
| <b>12</b> Section 179 deduction               | <b>21</b> Foreign taxes paid or accrued                                 |
| <b>13</b> Other deductions                    |   |

**22**  More than one activity for at-risk purposes\*  
**23**  More than one activity for passive activity purposes\*

\*See attached statement for additional information.



PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM 1065) 2021

**SUPPLEMENTAL INFORMATION**

PAGE 2

**ITEM L  
PARTNER'S CAPITAL ACCOUNT ANALYSIS  
OTHER INCREASE (DECREASE)**

**OTHER DECREASE**

|                           |                      |
|---------------------------|----------------------|
| TRANSFER OF CAPITAL ..... | \$ 2,001,628.        |
| TOTAL                     | <u>\$ 2,001,628.</u> |

**SUPPLEMENTAL INFORMATION**

PURSUANT TO IRC SECTION 6221(B) (1), FOR THE CURRENT TAX YEAR, THE PARTNERSHIP HAS ELECTED OUT OF THE CENTRALIZED PARTNERSHIP AUDIT REGIME. ANY IRS AUDIT CONDUCTED, AND ANY SUBSEQUENT ASSESSMENT, WILL BE MADE AT THE PARTNER LEVEL, PARTNER BY PARTNER, AND UNDER THE AUDIT PROCEDURES APPLICABLE TO EACH PARTNER FOR THE YEAR UNDER EXAMINATION.

PARTNER 5: MARCIA WILLIAMS

65104 **Schedule K-1 - Partner's Share of Utah Income, Deductions and Credits**

Intuit **TC-65, Sch. K-1 2021**

**Partnership Information**

A Partnership's EIN: 82-4082186

B Partnership's name, address, city, state, and ZIP code  
 PROJECT NEPTUNE, LLC  
 CRUISE BUILDER  
 4700 WEST DAYBREAK PARKWAY SUITE 1  
 SOUTH JORDAN, UT 84009

**Partner Information**

C Partner's SSN or EIN: [REDACTED]

D Partner's name, address, city, state, and ZIP code  
 MARCIA WILLIAMS  
 [REDACTED]

E Partner's phone number: [REDACTED]

F Percent of ownership: 50.0000

G Enter "X" if limited partner or member: X

H Entity code from list below: I

**C O D E S**  
 I = Individual P = Gen'l Partnership  
 C = Corporation L = Limited Partnership  
 S = S Corporation B = LLC R = LLP  
 N = Nonprofit Corp. T = Trust O = Other

I Enter date: 01 01 2018  
 affiliated withdrawn

**Partner's Share of Apportionment Factors**

|            | Utah  | Total |
|------------|-------|-------|
| J Property | \$ 0. | \$ 0. |
| K Payroll  | \$ 0. | \$ 0. |
| L Sales    | \$ 0. | \$ 0. |

**Other Information**

SEE ATTACHED

- Partner's Share of Utah Income, Deductions and Credits**
- 1 Utah ordinary business income (loss)
  - 2 Utah net rental real estate income (loss)
  - 3 Utah other net rental income (loss)
  - 4 Utah guaranteed payments
  - 5a Utah U.S. government interest income
  - 5b Utah municipal bond interest income
  - 5c Utah other interest income
  - 6 Utah ordinary dividends
  - 7 Utah royalties
  - 8 Utah net short-term capital gain (loss)
  - 9 Utah net long-term capital gain (loss)
  - 10 Utah net Section 1231 gain (loss)
  - 11 Utah recapture of Section 179 deduction
  - 12 Utah other income (loss) (describe)
  - 13 Utah Section 179 deduction
  - 14 Contributions
  - 15 Foreign taxes paid or accrued
  - 16 Utah other deductions (describe)
  - 17 Utah nonrefundable credits:  

|                       |             |                      |
|-----------------------|-------------|----------------------|
| <u>Name of Credit</u> | <u>Code</u> | <u>Credit Amount</u> |
|-----------------------|-------------|----------------------|
  - 18 Utah refundable credits:  

|                       |             |                      |
|-----------------------|-------------|----------------------|
| <u>Name of Credit</u> | <u>Code</u> | <u>Credit Amount</u> |
|-----------------------|-------------|----------------------|
  - 19 Utah tax withheld on behalf of partner  
 "X" if withholding waiver applied for

**Note:** To complete lines 1 through 16:  
 \* Utah residents, enter the amounts from federal Schedule K-1.  
 \* Utah nonresidents, see instructions to calculate amounts.  
 All filers complete lines 17 through 19, if applicable.

PROJECT NEPTUNE, LLC 82-4082186

SCHEDULE K-1 (FORM TC-65) 2021

**SUPPLEMENTAL INFORMATION**

PAGE 2

**SUPPLEMENTAL INFORMATION**

THE UTAH R&D CREDIT ABOVE CONSISTS OF BOTH A CARRYFORWARD CREDIT AND A  
NON-CARRYFORWARD CREDIT. THE ALLOCATED PERCENTAGES ARE:

|                           |        |
|---------------------------|--------|
| CARRYFORWARD PORTION:     | 13.42% |
| NON-CARRYFORWARD PORTION: | 86.58% |

PARTNER 5: MARCIA WILLIAMS

B2030 (Form 2030) (12/15)

**United States Bankruptcy Court  
District of Utah**

In re Project Neptune, LLC

Debtor(s)

Case No.

Chapter 11 - Subchapter V

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)**

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

|   |    |                       |
|---|----|-----------------------|
| For legal services, I have agreed to accept .....           | \$ | <u>REASONABLE FEE</u> |
| Prior to the filing of this statement I have received ..... | \$ | <u>30,000.00</u>      |
| Balance Due .....   | \$ | <u>REASONABLE FEE</u> |

2. \$ 1,738.00 of the filing fee has been paid.

3. The source of the compensation paid to me was:

Debtor     Other (specify):

4. The source of compensation to be paid to me is:

Debtor     Other (specify):

5.  I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. [Other provisions as needed]

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

**Representation of the debtor(s) in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceedings or contested matters.**

**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

August 25, 2023

Date

/s/ Mark C. Rose

Mark C. Rose 13855

Signature of Attorney

McKay, Burton & Thurman, P.C.

15 West South Temple

Suite 1000

Salt Lake City, UT 84101

801-521-4135 Fax: 801-521-4252

mrose@mbt-law.com

Name of law firm

**ELECTRONICALLY FILED**  
Benton County Circuit Court  
Brenda DeShields, Circuit Clerk  
2023-Nov-10 15:21:07  
04CV-23-2996  
C19WD06 : 13 Pages

# **EXHIBIT N**

Mark C. Rose, #13855  
Jamie L. Nopper, #10703  
**MCKAY, BURTON & THURMAN, P.C.**  
Gateway Tower West  
15 West South Temple, Suite 1000  
Salt Lake City, Utah 84101  
Telephone: (801) 521-4135  
Facsimile: (801) 521-4252  
E-mail: [mrose@mbt-law.com](mailto:mrose@mbt-law.com)  
E-mail: [jnopper@mbt-law.com](mailto:jnopper@mbt-law.com)  
*Attorneys for Debtor and Debtor-In-Possession*  
*Project Neptune, LLC*

---

**THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF UTAH**

---

|  |   |
|--|---|
| In re:<br><br>PROJECT NEPTUNE, LLC,<br><br>Debtor. | Bankruptcy Case 23-23695<br>(Chapter 11 – Subchapter V)<br><br>Judge Peggy Hunt |
|--|---|

---

**MOTION FOR APPROVAL OF THE SUBCHAPTER V TRUSTEE'S  
FEES AND EXPENSES AND MOTION TO DISMISS CASE**

---

**RELIEF REQUESTED**

Pursuant to 11 U.S.C. §§ 105, 305, 349, and 1112, Federal Rule of Bankruptcy Procedure 1017, the Local Rules of Practice, and applicable case law, Debtor and Debtor in Possession Project Neptune, LLC (“Debtor”), by and through its counsel, hereby moves the Court to approve the Subchapter V Trustee’s fees and expenses and then dismiss this case.

In support of this motion, Debtor represents and respectfully submits as follows:

8. Approximately 1,400 consumers purchased travel through Debtor related to the GB Cruise.

9. Due to the pandemic, the GB Cruise did not sail on March 18, 2020 as planned and was instead rescheduled on multiple occasions between March 2020 and September 2021.

10. Some service providers refused to provide full refunds to Debtor or invoked force majeure clauses that allowed them not to perform under their contracts with Debtor.

11. The GB Cruise never sailed.

12. Unfortunately, Debtor was never able to recover from the damage caused by the pandemic.

13. On August 25, 2023 (the "Petition Date"), Debtor commenced this case by filing a voluntary petition for relief under Chapter 11, Subchapter V of the Bankruptcy Code.

14. Debtor continues to manage its affairs and property pursuant to 11 U.S.C. §§ 1107 and 1108.

15. Debtor continues to manage its affairs and property as a debtor in possession pursuant to 11 U.S.C. § 1182.

16. Debtor has elected to proceed under Subchapter V of Chapter 11 of the bankruptcy code.

17. On August 28, 2023, the Court entered its *Subchapter V Initial Scheduling Order, Including Claims Bar Date and Deadline to Make Section 1111(b) Election* (the "Scheduling Order").

18. Pursuant to the Scheduling Order, a status conference was scheduled for October 17, 2023 (which was subsequently moved to October 18, 2023), the report required by 11 U.S.C.

### **JURISDICTION AND VENUE**

1. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334.
2. This is a core proceeding under 28 U.S.C. § 157(b)(2).
3. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **BACKGROUND**

1. Debtor is a Utah limited liability company.
2. Debtor specialized in cruise-based travel featuring itineraries and excursions not typically offered by other travel companies, including travel featuring speakers and entertainers of interest to Debtor's targeted consumers.
3. Debtor did not own or operate any cruise ships.
4. Rather, Debtor contracted with cruise lines to reserve blocks of rooms on cruise ships.
5. Some of Debtor's travel packages included hotel accommodations, ground transportation, organized excursions at ports-of-call, and airfare.
6. The COVID-19 Pandemic severely impacted Debtor's operations, as cruise lines, hotels, and airlines were shut down during the pandemic.
7. For example, Debtor sold a 14-day cruise package (that included, in many instances, hotel, airfare, and other items) to Italy, Croatia, Greece, and Israel that was scheduled to depart on March 18, 2020 and included the presence of radio talk-show host Glenn Beck (the "GB Cruise").



§ 1188(c) was ordered due by October 3, 2023, the deadline to submit a plan was ordered due by November 24, 2023, and November 3, 2023 was set as the claims bar date.

19. On August 30, 2023, D. Ray Strong (“Trustee Strong”) was appointed as the Subchapter V trustee under 11 U.S.C. § 1183 in this case.

20. On September 6, 2023, Debtor had its initial debtor interview with the United States Trustee and Trustee Strong.

21. On September 26, 2023, Debtor’s first meeting of creditors was conducted.

22. At Debtor’s first meeting of creditors, Debtor learned that the Small Business Administration asserted a secured claim on essentially all of Debtor’s assets.

23. Following Debtor’s first meeting of creditors, Debtor confirmed that the Small Business Administration had a secured claim on essentially all of Debtor’s assets. *See* SBA UCC Filing, attached hereto as Exhibit 1.

24. As of the Petition Date, Debtor’s main assets consisted of the following:

- a. Approximately \$73,253.54 in cash;
- b. Approximately \$10,126.50 in a retainer with Parson Behle & Latimer, P.C.;
- c. Ownership of Omnibus Tours, Inc. (valued at \$10,181.43);
- d. Some small equipment (valued at a few thousand dollars); and
- e. \$1,523,995.90 in cruise credits with Costa Cruise, which are set to expire at the end of November 2023 [no liquidation value, apart from a very nominal amount from a very limited number (if any) cruise vacation providers] (the “Costa Cruise Credits”).

25. On September 27, 2023, the Court entered an order authorizing Debtor to employ McKay, Burton & Thurman, P.C. as its general bankruptcy counsel.

26. On October 3, 2023, Debtor filed the report required by 11 U.S.C. § 1188(c).

27. In Debtor's Section 1188(c) report, Debtor noted that it initially planned to propose a plan where creditors would receive all of Debtor's cash (after liquidation of all its assets and claims) and where creditors with timely filed claims could submit a request to use the Costa Cruise Credits and Debtor would aid in the booking of cruises using the Costa Cruise Credits.

28. In light of the SBA's secured claim, Debtor does not believe it can propose a feasible plan.

29. Debtor has opened a debtor in possession bank account at KeyBank, a financial institution compliant with United States Trustee's office.

30. Debtor has all relevant insurance in place and is current on its obligations related thereto.

31. Since the Petition Date, Debtor has used its best efforts to identify, preserve, liquidate, and generate funds for creditors.

32. On October 18, 2023, a status conference was held in this case.

33. Debtor anticipates that the US Trustee, Trustee Strong, and the Small Business Administration will stipulate and agree to the relief requested in this motion.

34. In Debtor's business judgement, and in light of the Small Business Administration's secured claim, further administration of this case does not appear to be in the best interest of creditors.

## ARGUMENT

**I. The Court should approve Trustee Strong's request for fees and expenses and authorize Debtor to pay those fees and expenses.**

On the docket at ECF No. 24, and incorporated herein by this reference, is Trustee Strong's first and final application for allowance of fees and expenses pursuant to 11 U.S.C. §§ 326 and 330 and Rules 2002 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Trustee Strong Application for Compensation"). As noted in the Trustee Strong Application for Compensation, Trustee Strong seeks fees in the amount of \$1,312.74 pursuant to 11 U.S.C. §§ 326 and 330.

For all the reasons set forth in the Trustee Strong Application for Compensation, the Court should approve the Trustee Strong Application for Compensation as requested and authorize Debtor to pay Trustee Strong's fees and expenses.

**II. After paying Trustee Strong's fees and expenses (as set forth above), the Court should dismiss this case.**

11 U.S.C. § 305(a) provides that the Court, after notice and a hearing, "may dismiss a case under this title...at any time if the interests of creditors and the debtor would be better served by such dismissal or suspension." 11 U.S.C. § 1112(b)(1) states that a court may "dismiss a case under this chapter...for cause." 11 U.S.C. § 1112(b)(4) states that "[f]or purposes of this subsection, the term 'cause' includes—(A) substantial or continuing loss to or diminution of the estate and the absence of a reasonable likelihood of rehabilitation[.]" Given the Small Business Administration's secured claim, there has been a diminution of Debtor's bankruptcy estate and the likelihood of rehabilitation is extremely low.

Additionally, courts reviewing a motion brought under Section 305(a) typically examine the following non-exclusive factors, but may also consider any other factors they deem relevant:

- (1) the economy and efficiency of administration;
- (2) whether another forum is available to protect the interests of both parties or there is already a pending proceeding in state court;
- (3) whether federal proceedings are necessary to reach a just and equitable solution;
- (4) whether there is an alternative means of achieving an equitable distribution of assets;
- (5) whether the debtor and the creditors are able to work out a less expensive out-of-court arrangement which better serves all interests in the case;
- (6) whether a non-federal insolvency has proceeded so far in those proceedings that it would be costly and time consuming to start afresh with the federal bankruptcy process; and
- (7) the purpose for which bankruptcy jurisdiction has been sought.

*In re Gen. Aeronautics Corp.*, 594 B.R. 442, 480–81 (Bankr. D. Utah 2018). “Not all factors are given the same weight, and the inquiry is made on a case-by-case basis.” *In re Naartjie Custom Kids, Inc.*, 534 B.R. 416, 425 (Bankr. D. Utah 2015). In addition, courts consider whether appropriate notice of the motion was provided to all parties in interest, whether any objections were filed, and whether the debtor “is attempting to work around the protections of the Bankruptcy Code.” *Id.* at 426. The relevant factors here favor dismissal of this case.

First, the economy and efficiency of administration would be better served through dismissal. Unfortunately, in light of the Small Business Administration’s secured claim, bankruptcy does little for creditors in this case. While Debtor hoped to propose a plan where creditors would receive all of Debtor’s cash (after liquidation of all its assets and claims) and where creditors with timely filed claims could submit a request to use the Costa Cruise Credits and Debtor would aid in the booking of cruises using the Costa Cruise Credits, that hope has been dashed by the assertion of the Small Business Administration’s secured claim.

From Debtor's perspective (and that of the US Trustee and Trustee Strong) Creditors would be better served outside of bankruptcy because Debtor could more quickly and easily provide creditors access to its assets, including the Costa Cruise Credits which are set to expire at the end of November 2023. With a dismissal, Debtor would be able to avoid the administrative costs and delays associated with preparing and attempting to confirm a plan of liquidation, which could make using the credits unfeasible. Additionally, Debtor could return to the Small Business Administration its collateral and properly dispose of its remaining assets in a more expeditious and efficient way.

Second, while there is not already a proceeding pending in a state court, other forums (such as the state court) are available to creditors, if necessary. The rights of creditors would be protected under dismissal, since this Court has not issued any orders or taken any actions that would affect creditors' state law remedies. In other words, creditors would be free to continue to pursue their claims outside of bankruptcy notwithstanding dismissal.

Third, further federal proceedings are not necessary to reach a just and equitable solution. As noted above, creditors would be better served by dismissal because it will provide them access to the Costa Cruise Credits in a timelier manner. Additionally, the priorities of the Bankruptcy Code will still be followed outside of bankruptcy with the Small Business Administration receiving essentially all of Debtor's assets (except the Costa Cruise Credits) and creditors being able to take advantage of the Costa Cruise Credits, should they choose to do so.

Fourth, the dismissal is both an out-of-court workout and an alternative means for an equitable distribution of estate assets that is in the best interests of the parties. Dismissal of the case as proposed will result in the Small Business Administration receiving its collateral and

creditors being able to access the Costa Cruise credits. Indeed, Debtor and its creditors are better served in proceeding outside of bankruptcy because Debtor will not be restricted by the time constraints of attempting to confirm a plan.

Finally, there is no indication that Debtor sought the jurisdiction of this Court with any improper purpose or otherwise is attempting to work around the protections of the Bankruptcy Code. Rather, Debtor filed with the purpose of liquidating its assets and made a good faith attempt to do so. Debtor has complied with all bankruptcy rules to date and is otherwise in compliance with its obligation to the Court and parties in interest. Ultimately, since the Small Business Administration has a lien on all of Debtor's assets, Debtor is not in a position to propose a feasible plan. As noted previously, Debtor believes the US Trustee, Trustee Strong, and the Small Business Administration agree that this course of action is in the best interest of creditors.

For these reasons, the interests of creditors and Debtor would be best served if this case is dismissed.

**CONCLUSION**

**WHEREFORE**, based on the foregoing, Debtor moves the Court for approval of Trustee Strong's fees and expenses and for dismissal of this case.

DATED this 24<sup>th</sup> day of October, 2023.

**MCKAY, BURTON & THURMAN, P.C.**

/s/ Mark C. Rose  
Mark C. Rose  
*Attorneys for Debtor and Debtor in Possession*  
*Project Neptune, LLC*

# EXHIBIT 1



SPENCER COX  
 Governor

DEIDRE HENDERSON  
 Lieutenant Governor

# State of Utah Department of Commerce

## Division of Corporations and Commercial Code

MARGARET BUSSE  
 Executive Director

LEIGH VEILLETTE  
 Director, Division of Corporations and Commercial Code

### Liens Filing Search Report

The Utah Division of Corporations and Commercial Code hereby certifies that the attached list is a true and exact list of all financing statements or CFS liens and related subsequent documentation for the debtor below as filed with the Division of Corporations and Commercial Code office, Uniform Commercial Code Division, as of the Through Date below.

**Date Searched:** 9/28/2023 4:12:07 PM **Search Criteria:** September 28, 2023  
**Searched by:** **Filing Status:** ALL(Lapsed and Unlapsed)  
**Filing Chains:** 1 **Include Records:** N/A  
**Good Through Filing Date:** 09/27/2023 **Organization Name:** PROJECT NEPTUNE, LLC  
**Cities:**  
**Date Range:** All Available Filings  
**Include Filings Outside Range?:** All Available Filings

**Filing Chain#:** 1 **Lapse Date:** 09/24/2025  
**Original File#:** 2020714471-9 **Lien Type:** UCC Lien

**Filing #:** 2020714471-9 **Filing Date:** 09/24/2020 **Filing Type:** Initial Financing **Page Count:** 1  
 Statement UCC-1

**Debtors**

| Name                 | Type         | Action Type | Address   |
|----------------------|--------------|-------------|---|
| PROJECT NEPTUNE, LLC | Organization | N/A         | 4700 W DAYBREAK PKWY STE 150<br>SOUTH JORDAN, UT 84009, USA |

**Secured Parties**

| Name                               | Type         | Action Type | Address   |
|------------------------------------|--------------|-------------|---|
| U.S. SMALL BUSINESS ADMINISTRATION | Organization | N/A         | 1545 HAWKINS BLVD, SUITE 202 EL PASO, TX 79925, USA |

**Collateral**

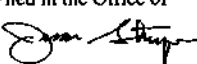
All tangible and intangible personal property, including, but not limited to: (a) inventory, (b) equipment, (c) instruments, including promissory notes (d) chattel paper, including tangible chattel paper and electronic chattel paper, (e) documents, (f) letter of credit rights, (g) accounts, including health-care insurance receivables and credit card receivables, (h) deposit accounts, (i) commercial tort claims, (j) general intangibles, including payment intangibles and software and (k) as-extracted collateral as such terms may from time to time be defined in the Uniform Commercial Code. The security interest Borrower grants includes all accessions, attachments, accessories, parts, supplies and replacements for the Collateral, all products, proceeds and collections thereof and all records and data relating thereto. 820658 8209



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

|  |
|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional)<br><b>Corporation Service Company 1-800-858-5294</b>  |
| B. E-MAIL CONTACT AT FILER (optional)<br><b>SPRFiling@cscglobal.com</b>  |
| C. SEND ACKNOWLEDGEMENT TO: (Name and Address)<br><b>Corporation Service Company<br/>801 Adlai Stevenson Drive<br/>Springfield, IL 62703 USA</b> |

|  |  |
|--|--|
| Filed in the Office of<br><br>Director, Division of<br>Corporations and<br>Commercial Code | Initial Filing Number<br><b>2020714471-9</b> |
|  | Filed On<br><b>9/24/2020 6:28:35 AM</b>      |
|  | Lapse Date<br><b>9/24/2025</b>               |
|  | Number of Pages<br><b>1</b>                  |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

|  |                          |                               |                    |                             |
|--|--------------------------|-------------------------------|--------------------|-----------------------------|
| 1a. ORGANIZATION'S NAME<br><b>Project Neptune, LLC</b>     |                          |                               |                    |                             |
| OR   | 1b. INDIVIDUAL'S SURNAME |                               |                    |                             |
|  | FIRST PERSONAL NAME      | ADDITIONAL NAME(S)/INITIAL(S) |                    | SUFFIX                      |
| 1c. MAILING ADDRESS<br><b>4700 W DAYBREAK PKWY STE 150</b> |                          | CITY<br><b>SOUTH JORDAN</b>   | STATE<br><b>UT</b> | POSTAL CODE<br><b>84009</b> |
|  |                          |                               |                    | COUNTRY<br><b>USA</b>       |

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

|                         |                          |                               |       |             |
|-------------------------|--------------------------|-------------------------------|-------|-------------|
| 2a. ORGANIZATION'S NAME |                          |                               |       |             |
| OR                      | 2b. INDIVIDUAL'S SURNAME |                               |       |             |
|                         | FIRST PERSONAL NAME      | ADDITIONAL NAME(S)/INITIAL(S) |       | SUFFIX      |
| 2c. MAILING ADDRESS     |                          | CITY                          | STATE | POSTAL CODE |
|                         |                          |                               |       | COUNTRY     |

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

|  |                          |                               |                    |                             |
|--|--------------------------|-------------------------------|--------------------|-----------------------------|
| 3a. ORGANIZATION'S NAME<br><b>U.S. Small Business Administration</b> |                          |                               |                    |                             |
| OR   | 3b. INDIVIDUAL'S SURNAME |                               |                    |                             |
|  | FIRST PERSONAL NAME      | ADDITIONAL NAME(S)/INITIAL(S) |                    | SUFFIX                      |
| 3c. MAILING ADDRESS<br><b>1545 Hawkins Blvd, Suite 202</b>           |                          | CITY<br><b>El Paso</b>        | STATE<br><b>TX</b> | POSTAL CODE<br><b>79925</b> |
|  |                          |                               |                    | COUNTRY<br><b>USA</b>       |

4. COLLATERAL: This financing statement covers the following collateral:  
**All tangible and intangible personal property, including, but not limited to: (a) inventory, (b) equipment, (c) instruments, including promissory notes (d) chattel paper, including tangible chattel paper and electronic chattel paper, (e) documents, (f) letter of credit rights, (g) accounts, including health-care insurance receivables and credit card receivables, (h) deposit accounts, (i) commercial tort claims, (j) general intangibles, including payment intangibles and software and (k) as-extracted collateral as such terms may from time to time be defined in the Uniform Commercial Code. The security interest Borrower grants includes all accessions, attachments, accessories, parts, supplies and replacements for the Collateral, all products, proceeds and collections thereof and all records and data relating thereto. 82065 8 8209**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, Item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
**1993 41783:189341783**

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

GARRITY V BLAZE MEDIA LLC ETAL

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

BILL OREILLY PRODUCTIONS INC  
380 Lexington Ave.  
31st Floor  
New York, NY 10168

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201


If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

*Kelli Million*   
KELLI MILLION, DC

Date: 11/13/2023

No. 04CV-23-2996 This summons is for BILL OREILLY PRODUCTIONS INC (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_ [name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

I was unable to execute service because:

My fee is \$ \_\_\_\_\_.

**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:

\_\_\_\_\_  
\_\_\_\_\_

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

GARRITTY V BLAZE MEDIA LLC ETAL

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

BLAZE MEDIA LLC  
10601 Clarence Dr.  
Suite 250  
Frisco, TX 75033

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

*Kelli Million*



KELLI MILLION, DC

Date: 11/13/2023

No. 04CV-23-2996 This summons is for BLAZE MEDIA LLC (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_ [name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

I was unable to execute service because:

My fee is \$ \_\_\_\_.

**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_  
[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:

\_\_\_\_\_  
\_\_\_\_\_

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

GARRITY V BLAZE MEDIA LLC ETAL

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

CARNIVAL CORPORATION  
1200 South Pine Island Rd.  
Plantation, FL 33324

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

*Kelli Million*   
KELLI MILLION, DC

Date: 11/13/2023



No. 04CV-23-2996 This summons is for CARNIVAL CORPORATION (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_  
[name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

\_\_\_\_\_  
 I was unable to execute service because:

\_\_\_\_\_  
My fee is \$ \_\_\_\_.

**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:

\_\_\_\_\_  
\_\_\_\_\_

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

GARRITTY V BLAZE MEDIA LLC ETAL

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

COSTA CRUISE LINES INC  
880 SW 145 St.  
Suite 201  
Pembroke Pines, FL 33027

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

*Kelli Million*



KELLI MILLION, DC

Date: 11/13/2023

No. 04CV-23-2996 This summons is for COSTA CRUISE LINES INC (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_  
[name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

\_\_\_\_\_  
 I was unable to execute service because:

\_\_\_\_\_  
My fee is \$ \_\_\_\_\_.

**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:

\_\_\_\_\_  
\_\_\_\_\_

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

GARRITY V BLAZE MEDIA LLC ETAL

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

CRUISEBUILDER  
881 Baxter Dr.  
South Jordan, UT 84095

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

*Kelli Million*   
KELLI MILLION, DC

Date: 11/13/2023

No. 04CV-23-2996 This summons is for CRUISEBUILDER (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_  
[name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

\_\_\_\_\_  
 I was unable to execute service because:

\_\_\_\_\_  
My fee is \$ \_\_\_\_.

**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:

\_\_\_\_\_  
\_\_\_\_\_



**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

GARRITTY V BLAZE MEDIA LLC ETAL

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

GLENN BECK  
2224 King Fisher Dr.  
Frisco, TX 76262

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

*Kelli Million*



KELLI MILLION, DC

Date: 11/13/2023

No. 04CV-23-2996 This summons is for GLENN BECK (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_  
[name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

\_\_\_\_\_  
 I was unable to execute service because:

\_\_\_\_\_  
My fee is \$ \_\_\_\_\_.

**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:

\_\_\_\_\_  
\_\_\_\_\_

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

GARRITTY V BLAZE MEDIA LLC ETAL

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

LATTER DAY TRAVEL  
881 Baxter Dr.  
South Jordan, UT 84095

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

*Kelli Million*   
KELLI MILLION, DC

Date: 11/13/2023

No. 04CV-23-2996 This summons is for LATTER DAY TRAVEL (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_  
[name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

\_\_\_\_\_  
 I was unable to execute service because:

\_\_\_\_\_  
My fee is \$ \_\_\_\_\_.

**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:

\_\_\_\_\_  
\_\_\_\_\_

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

GARRITTY V BLAZE MEDIA LLC ETAL

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

PROJECT NEPTUNE LLC  
881 Baxter Dr.  
South Jordan, UT 84095

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

*Kelli Million*   
KELLI MILLION, DC

Date: 11/13/2023

No. 04CV-23-2996 This summons is for PROJECT NEPTUNE LLC (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_  
[name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

\_\_\_\_\_  
 I was unable to execute service because:

\_\_\_\_\_  
My fee is \$ \_\_\_\_\_.



**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:

\_\_\_\_\_  
\_\_\_\_\_

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

**GARRITTY V BLAZE MEDIA LLC ETAL**

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

VACATIONBUILDER  
881 Baxter Dr.  
Soth Jordan, UT 84095

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

*Kelli Million*



KELLI MILLION, DC

Date: 11/13/2023

No. 04CV-23-2996 This summons is for VACATIONBUILDER (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_  
[name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

\_\_\_\_\_  
 I was unable to execute service because:

\_\_\_\_\_  
My fee is \$ \_\_\_\_.

**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:

\_\_\_\_\_  
\_\_\_\_\_

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

**GARRITY V BLAZE MEDIA LLC ETAL**

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

WES COBOS  
881 Baxter Dr.  
South Jordan, UT 84095

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

*Kelli Million*   
KELLI MILLION, DC

Date: 11/13/2023

No. 04CV-23-2996 This summons is for WES COBOS (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_  
[name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

\_\_\_\_\_  
 I was unable to execute service because:

\_\_\_\_\_  
My fee is \$ \_\_\_\_.

**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:

\_\_\_\_\_  
\_\_\_\_\_

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
19TH WEST CIRCUIT DIVISION 6**

**GARRITTY V BLAZE MEDIA LLC ETAL**

04CV-23-2996

**SUMMONS**

**THE STATE OF ARKANSAS TO DEFENDANT:**

BILL OREILLY  
380 Lexington Ave  
31st Floor  
New York, NY 10168

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Philip Daniel Holland  
407 President Clinton Ave  
Suite 201  
Little Rock, AR 72201

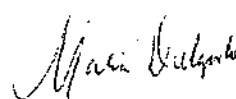

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

Additional notices:

Address of Clerks Office

BRENDA DESHIELDS, CIRCUIT CLERK  
CIRCUIT COURT OF BENTON COUNTY  
102 NORTHEAST A STREET  
BENTONVILLE, AR 72712

CLERK OF COURT

Deputy Clerk Maria E Delgado, DC

Date: 11/15/2023



No. 04CV-23-2996 This summons is for BILL OREILLY (name of Defendant).

PROOF OF SERVICE

On \_\_\_\_\_ [date] I personally delivered the summons and complaint to the defendant at \_\_\_\_\_ [place]; or

After making my purpose to deliver the summons and complaint clear, on \_\_\_\_\_ [date] I left the summons and complaint in the close proximity of the defendant by \_\_\_\_\_ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

On \_\_\_\_\_ [date] I left the summons and complaint with \_\_\_\_\_, a member of the defendant's family at least 18 years of age, at \_\_\_\_\_ [address], a place where the defendant resides; or

On \_\_\_\_\_ [date] I delivered the summons and complaint to \_\_\_\_\_ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of \_\_\_\_\_ [name of defendant]; or

On \_\_\_\_\_ [date] at \_\_\_\_\_ [address], where the defendant maintains an office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

\_\_\_\_\_  
[name and job description]; or

I am the plaintiff or an attorney of record for the plaintiff in a lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

I am the plaintiff or attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

Other [specify]:

\_\_\_\_\_  
 I was unable to execute service because:  
\_\_\_\_\_  
\_\_\_\_\_

My fee is \$ \_\_\_\_\_.

**To be completed if service is by a sheriff or deputy sheriff:**

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

**To be completed if service is by a person other than a sheriff or deputy sheriff:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

[Signature of server]

\_\_\_\_\_  
[Printed name]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:

\_\_\_\_\_  
\_\_\_\_\_

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: ['Glenn Beck Cruise Through History' Refund Lawsuit Accuses Beck, O'Reilly, Cruise Cos. of Altering Terms and Conditions](#)

---