

Exhibits

1-20

ALL-STATE LEGAL®
PETITIONER'S
EXHIBIT
1

Justice For George Smith

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What you should know before you cruise. Think before you book a cruise. Who do the cruise lines answer to?

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HR 5707

Cruise Line Accurate Safety Statistics Act.

We need your help to

BUYER BEWARE

What You Should Know Before You Decide to Vacation on a Cruise Ship

To whom are the cruise lines responsible, if anyone?

Before George was murdered on Royal Caribbean's Brilliance of the Seas, we had sailed on cruise ships as a family many times. We wish now that we had known before George booked his honeymoon cruise the extent to which crimes do occur on cruise ships and the fact that when crimes do occur onboard cruise ships, it is unclear who, if anyone, has authority to investigate such crimes. It is now our mission to educate the public about what we have learned.

Cruise line corporations incorporate in countries such as Liberia and Panama and the boats themselves are flagged with different countries' flags such as the Bahamas. Cruise ships then sail in waters that are either international or belonging to another specific country. An additional player in the jurisdictional puzzle is the country of the next port of call which may be different from the countries described above. As a consequence, if a crime or other incident happens at sea, there is serious confusion as to which country has jurisdiction and which country should investigate the incident. It is questionable the extent to which Liberia, Panama, the Bahamas and other countries have adequate resources or incentives to investigate crimes onboard cruise ships particularly those that occur in other countries' or international waters

Because cruise ships are foreign flagged and incorporated, they are able to avoid paying U.S. taxes and avoid U.S. regulation to a large extent. Although these cruise line corporations use our ports, sail in our waters, have their corporate headquarters in Miami and carry our citizens, they are not even required to report crimes and other incidents to the FBI or any other U.S. law enforcement agency. By their own admission, cruise line corporations voluntarily report crimes to U.S. law enforcement agencies. There has been significant media coverage discussing the fact that Royal Caribbean vastly underreported the crimes committed on its ships in statistics

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... provided to Congress under oath at the March 2006 cruise security hearing. To read more about the large discrepancies in the numbers provided to Congress by Royal Caribbean and those obtained through discovery in a civil rape case, [click here](#).

One of the major issues that a cruise crime victim or his or her family encounters is that cruise lines have reverse incentives when faced with a possible crime. If a crime on a cruise ship is made public (as in my brother's murder), the fact that crime does occur on cruise ships is exposed in the media, bookings become soft and their profit margins slide.

Thus, cruise line corporations have incentives to minimize the extent to which crimes are reported and made public. When crimes are underreported and covered up, cruise ships can continue on their journeys at full capacity with cruise passengers left unaware of the possible dangers that may await them onboard.

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A perfect example of crew members that have reverse incentives are the security onboard cruise ships. Cruise security whistleblowers have publicly stated that there are far too few security personnel onboard cruise ships. Additionally, cruise security whistleblowers have reported that the crew members that are onboard are often ill-trained. Remember that onboard security crew members answer to, and their jobs depend on, cruise ship officers, not U.S. law enforcement.

Clearly, in the event of an emergency, certain safeguards should be in place to protect a crime scene, preserve evidence and apprehend suspects. This did not occur after George's murder. It has been reported in the national media that the overhang under George's balcony was cleaned on the same day he was murdered prior to the FBI entering the ship. Additionally, witnesses have come forward and reported that George's cabin was thoroughly cleaned on several occasions before the FBI boarded the vessel despite the sworn testimony in Congress of Greg Purdy (Royal Caribbean's former Director of Safety, Security and Environment) that George's cabin was sealed for six days as a crime scene.

Judge Jon Gordon in Miami, who ruled twice that our individual claims against Royal Caribbean should be dismissed, stated that Royal Caribbean had no duty to investigate George's murder and no obligation to provide us with any information regarding his death. Royal Caribbean's argument, which was accepted by Judge Gordon, was that it exceeded its obligations to our family when it reported his disappearance to the FBI.

So where does that leave a person who has had a crime committed against him or her at sea? The cruise line corporation has no legal duty to investigate and it is unclear which, if any, of the numerous jurisdictions involved has jurisdiction to investigate. A crime victim is often left without recourse, in effect stranded at sea.

What should you do if you are a victim of a crime onboard a cruise ship?

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If you are a victim of a crime or have a loved one go missing on a cruise ship, do not wait for the captain of your cruise ship to contact your country's law enforcement. If you are an American, you or a friend or family member should call the FBI yourself immediately to report a missing family member or a crime committed against you.

Read your ticket very carefully before you go on a cruise including all of the fine print. The ticket most likely contains restrictions on when you can bring suit and in which state you can bring suit e.g. Florida, California. If you do not read your ticket's fine print carefully, you may miss your opportunity to sue the cruise line to hold them accountable for their actions or inactions. (In our case, we had to provide notice to Royal Caribbean of our intent to sue within six months of George's murder and we were required to file suit in Miami Dade County within a year.)

Although it is mainly maritime lawyers that appear on television to discuss cruise crime cases, the hiring of a maritime lawyer is not necessary. Any competent attorney can easily become familiar with the laws surrounding disappearances, crimes and other wrongdoings at sea.

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In the case of a missing or deceased passenger, the Death on the High Seas Act (DOHSA) may be applicable. DOHSA is an outdated law that was originally created in 1920 to make it easier for widows of seamen to recover damages for future earnings when deaths occur in international waters. DOHSA continues to bar family members of deceased cruise ship passengers from collecting damages if they did not rely on the deceased for income, and if they did rely on that person, damages are limited to economic losses only. Thus, DOHSA restricts the amount that cruise line corporations are required to pay to living family members of deceased cruise passengers, providing further disincentives to cruise line companies to act responsibly. We join the efforts of the family of Richard Lifftridge and The Richard Lifftridge Foundation to reform DOHSA which currently lets the cruise line corporations off far too easily for their misconduct. (Richard Lifftridge died from smoke inhalation as a result of the fire onboard the Star Princess on March 23, 2006.)

THINK BEFORE YOU BOOK A CRUISE!

We continue to tell the story of George's death and Royal Caribbean's cover-up of his murder in order to inform the public of what really happens on these luxury liners so that the public can make informed decisions about whether to take cruise vacations. We hope that the information that we have provided, and will continue to provide, on this website will help our readers with this decision.

We all work hard to earn the money to pay for our vacations and we have a choice as to where we spend those hard-earned dollars. The question you should consider is whether you should support an industry that cares so little about getting justice for its passengers that have been victims of crime or other wrongdoings.

If we had this information when George was booking his honeymoon, we would have encouraged George to not take a cruise and the result would have been very different. Instead a year and a half after his murder, we wake up every morning (when we actually sleep) with no answers, no accountability and no justice. The lack of justice for George is a clear result of an industry that for far too long has been unaccountable for its actions

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The time has come for change and we hope that you will join us in our attempts to reform the cruise industry.

Disclaimer: None of the information provided on this website is intended to be or should be construed as legal advice. You should contact your own lawyer for legal advice if you or a family member is a victim of a crime or other wrongdoing on a cruise ship.

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Written Statement Prepared for Joint Hearing on Cruise Security Held on December 13, 2005

To Whom It May Concern:

We are the parents and sister of George A. Smith IV, aged 26 years old, who went missing from the Royal Caribbean "Brilliance of the Seas" on July 5, 2005 between Greece and Turkey. No words can express the deep sorrow our family carries over George's death. George was a special person, not only to his family but also to his many friends who miss him dearly. No family should have to endure the terror that we have in the past five months.

At 6:30 am on July 5th, we were informed by Jennifer Hagel Smith's father that something terrible had happened to our beloved son and brother while cruising in the Aegean Sea. Later that day, we were informed by Pamela Powell, supervisor of guest claims at Royal Caribbean, that there was "no news" regarding George's disappearance with a 'business as usual' attitude. Royal Caribbean conducted one search of the vessel for George and refused to conduct any further searches. Additionally, the "Brilliance of the Seas" did not return to the area where George went overboard to conduct a search of the waters, which is standard procedure for cruise ships and the appropriate thing to do.

Despite the fact that Bree complained of the lack of information forthcoming from Royal Caribbean, the company failed to provide us with any further information. Royal Caribbean never even informed us that the Turkish authorities were conducting a criminal investigation into George's disappearance.

We called the Connecticut branch of the Federal Bureau of Investigation (FBI) after being informed by Congressman Christopher Shays' office that there was blood in George's stateroom. If we had not called Congressman Shavs' office on July 5th and

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got the Connecticut FBI involved, George's death would most likely have been labeled a suicide or accident by Royal Caribbean, which the cruise lines consistently attempt to do. The cruise lines are often successful in so doing as there is usually a lack of physical evidence indicating a crime. Thankfully, there was substantial physical evidence surrounding George's disappearance and the cruise lines' usual approach failed.

Our family broke off communication with Royal Caribbean on July 6th after Bree feared we had a conflict of interest with the company given that a crew member was implicated in a witness statement taken by the Turkish police and provided to us by the American Embassy in Ankara, Turkey. This was the beginning of a comprehensive cover-up that would shock and nearly destroy our family.

The day that Bree broke off communication with Royal Caribbean local News Channel 12 broke the story that George had gone missing from his honeymoon cruise. We were informed that in that story the newscaster stated that the drunken honeymooner fell overboard accidentally and that the captain of the vessel had overruled foul play in his disappearance. We contacted the American Embassy in Ankara regarding this misinformation.

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The press office agreed to discuss my brother's disappearance generally and inform the media that foul play had not been overruled by the investigating authorities.

What Royal Caribbean did not realize was that the News Channel 12 story would be picked up by the New York media and then the national and international media. Investigative reporters would uncover the following further elements of Royal Caribbean's cover-up:

The blood on the overhang was washed away by security personnel prior to the Turkish authorities even entering the ship. Before the FBI entered the ship, the blood on the overhang had been painted over under the supervision of the ship's captain. Security failed to enter George's cabin even after several complaints of a loud fight taking place inside. If they had entered his stateroom, our son and brother's life may have been saved.

The cruise ship was not locked down in Kusadasi, Turkey, the next port of call after George's disappearance. Passengers and crew members were free to disembark as usual, potentially taking crucial evidence off of the cruise ship with them. The Turkish authorities were rushed off the boat prior to completing a full investigation so that the cruise ship could make the next port of call on schedule. The "Brilliance of the Seas" sailed off into the sunset with the murderers on board therefore jeopardizing the safety of all the other passengers on board. If crew members were responsible for George's death, the murderers may still be on board to this current day.

These factors indicate that major changes need to be made to the cruise industry.

The next communication we received from Royal Caribbean was on September 3 from Lynn Martenstein, Vice President of Corporate Communications, with whom we had never spoken before. She left a message for Maureen and George on the answering

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machine stating that she was the one that had been on 'A Current Affair' and wanted to tell us about the show that she would be on the next week. Not once did she state that she was sorry for our loss or concerned that the case remained unsolved. Her only concern was protecting Royal Caribbean's image in the media.

It has been five months since our beloved son and brother disappeared into the Aegean Sea. His body has still not been recovered. We are not able to bury George. We have no grave to visit to pray for him. We miss him immensely and we cannot comprehend the fact that he will never again make us laugh as only he could do. If only Royal Caribbean's so-called security force was less negligent, our son would still be here with us today.

George's disappearance is still being actively investigated by the FBI; however, there have been no arrests. Our worst fear is that Royal Caribbean may have been successful in destroying the evidence needed to secure the arrests and convictions of George's murderers.

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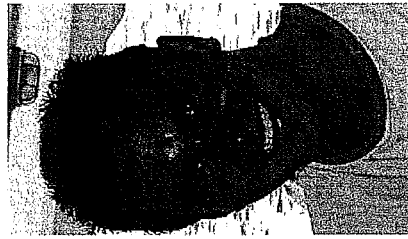
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Crimes and their subsequent cover-ups continuously plague the cruise industry leaving the FBI and other authorities with minimal power to investigate. Heavy lobbying by the cruise industry has resulted in placing passengers at risk on cruise ships and leaving passengers and their families with little or no rights. The time has come to stand up to the cruise industry and protect American citizens by passing new laws that make the cruise industry accountable for passenger safety and preservation of crime scenes, strengthen passenger rights and law enforcement's powers.



This is a photograph of George during the last day of his life in Mykonos, Greece.

Please don't let George die in vain.

We end this statement with great sadness but hope for the future that changes will be made to protect innocent passengers, like our beloved son and brother, who sail on cruise ships.

Sincerely,

George A. Smith III
 Maureen T. Smith

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Bree J. Smith, Esq.

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George Wedding & Honeymoon June - July 2005



George and his mother Maureen dancing at the wedding reception at Castle Hill Resort in Newport, R.I.



George and his sister Bree at his wedding on June 25, 2005



George On His Wedding Day



George waves goodbye to his family as he leaves for his honeymoon cruise. This was the last time his family and friends saw him.

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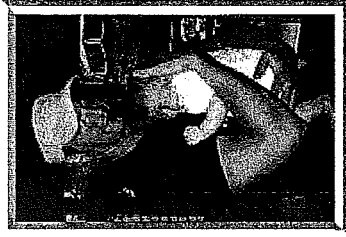
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George with his new nephew Grayson in June 2005.

He was a proud and loving uncle



George outside a church in Mykonos, Greece, the afternoon before he was murdered.



George in Mykonos, Greece before returning to the Royal Caribbean cruise ship on the last day of his life



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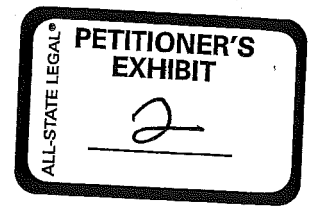
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STATE OF CONNECTICUT

ESTATE OF GEORGE A. SMITH, IV : Probate Court
(05-0496) :
 : District of Greenwich
 : District No. 057
 : March 4, 2008

SETTLEMENT STATEMENT OF CLAIMS

Claims:

1. Claim of Jennifer Hagel Smith, as Administratrix of the Estate of George A. Smith, IV, for wrongful death; and
2. Claim of Jennifer Hagel Smith, individually, for intentional infliction of emotional distress.

Both against Royal Caribbean Cruises Ltd. and RCL (UK) Ltd.
(collectively "RCL")

1. ADMINISTRATRIX'S CLAIM FOR WRONGFUL DEATH

Total Amount of Gross Settlement: **\$1,085,000.00**

See attached contract between Jennifer Hagel Smith and Walker & O'Neill, P.A. dated November 12, 2005 for performance of legal services (Schedule A).

Gross Settlement (as voluntarily modified against its interest by Walker & O'Neill, P.A. for purposes of payment of legal fees):

\$950,000.00

Attorney's Fees (one-third of gross) \$316,666.66

Costs (see Schedule B attached) \$122,034.99
minus costs paid by RCL: - \$110,000.00

conditionally waived by Walker & O'Neill, P.A. \$12,034.99
- \$12,034.99

Total Costs \$0.00

Net To Estate: **\$633,333.34**

2. JENNIFER HAGEL SMITH'S PERSONAL CLAIM FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

Ms. Hagel Smith voluntarily subsumed her personal claim so that the Estate would receive all settlement proceeds.

Notes:

1. Jennifer Hagel Smith individually has committed herself to start a donor-advised fund at a community foundation in the memory of her husband and will make an initial donation to this fund of \$25,000. RCL has contractually agreed to match this donation.

2. Walker & O'Neill, P.A. has conditionally agreed to distribute \$60,000 of its fee to forensic evidence expert Dr. Henry C. Lee (or the Henry C. Lee College of Criminal Justice and Forensic Sciences at the University of New Haven at Dr. Lee's direction) for the purpose of continuing his investigation into the decedent's death.

3. RCL's total payments may be summarized as follows:

Payment to Estate:	\$950,000.00
Payment of Costs:	\$110,000.00
Contribution of Charitable Donation directed by Ms. Hagel Smith:	<u>\$25,000.00</u>
Total RCL Payments:	\$1,085,000.00

SCHEDULE A

AUTHORITY TO REPRESENT

I, the undersigned client, hereby retain and employ Walker & O'Neill, P.A. (hereinafter referred to as "the attorneys" or "my attorneys") as my attorneys to represent me in my claim against Royal Caribbean Cruises, Ltd. as a result of an incident occurring on or about July 5, 2005 and continuing thereafter. As compensation for their services, I hereby agree to pay my attorneys on a contingency basis. I agree to pay my attorneys from the proceeds of the gross recovery, the following fee, where applicable:

- (a) 33-1/3% of any gross recovery prior to the filing of an answer by the defendant(s), or
- (b) 40% of any gross recovery after the filing of an answer by the defendant, plus
- (c) 30% of any gross recovery between \$1-2 million, plus
- (d) 20% of any gross recovery in excess of \$2 million.

I also agree to pay an additional 5% of any recovery in the event that a notice of appeal is filed or post-judgment relief or action is required for recovery on the judgment.

If all defendant(s) admit liability at the time of filing their initial answer(s) and request a trial only on damages, I agree to pay my attorneys from the proceeds of the gross recovery, the following fee, where applicable:

- (i) 33-1/3% of any gross recovery up to \$1 million through trial, plus
- (ii) 20% of any gross recovery between \$1-2 million, plus
- (iii) 15% of any gross recovery in excess of \$2 million.

I agree to pay the reasonable court costs and expenses of investigation and discovery incurred by my attorneys in the event that a recovery is made. The attorneys will advance these costs and expenses. All such costs and expenses will thereafter be deducted from any settlement or judgment which is obtained, after deduction of attorney fees.

It is agreed that this employment is on a contingency basis. If no recovery is made, I will not be indebted to my attorneys in any amount whatsoever for attorney fees or costs and expenses.

The undersigned client has, before signing this contract, received and read the Statement of Client's Rights, and understands each of the rights set forth therein. The undersigned client has signed the statement and received a signed copy to keep to refer to while being represented by the undersigned attorneys.

This contract may be canceled by written notification to the attorneys at any time within three (3) business days of the date the contract was signed, as shown below, and if canceled, the client shall not be obligated to pay any fees to the attorneys for the work performed during that time. If the attorneys have advanced funds to others in representation of the clients, attorneys are entitled to be reimbursed for such amounts as they have reasonably advanced on behalf of the client.

If fees are awarded by the Court pursuant to rule, statute, contract or otherwise, then the fee payable under this contract will be the greater of the fees awarded or the above percentage; but no part of such awarded fees shall be considered part of the recovery on which any percentage fee is calculated and all fees so awarded and collected shall be

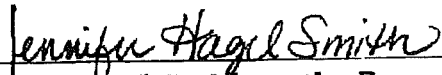
applied to reduce any fees payable under this agreement.

Any costs or attorney fees of defendant(s) awarded against the client pursuant to rule, statute or otherwise shall be the responsibility of the client.

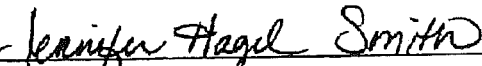
The attorneys are authorized to endorse all checks and drafts on behalf of clients for deposit into attorney's trust account.

The laws of the State of Florida shall govern the terms of this agreement. The exclusive forum for litigating any legal actions that arise out of or pertain to this agreement shall be Miami Dade County, Florida. The parties consent to jurisdiction in Miami Dade County, Florida of any legal action that arise out of this agreement.

DATED this 12th day of November, 2005.

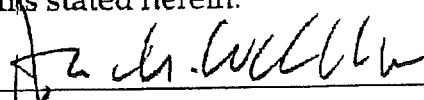


Jennifer Hagel-Smith, as the Personal Representative
of the Estate of George Smith IV



Jennifer Hagel-Smith, individually

This employment is accepted under the terms stated herein.



James M. Walker, Esq.
WALKER & O'NEILL, P.A.

SCHEDULE B

James M. Walker P.A.
 Custom Transaction Detail Report
 All Transactions

8:40 PM
 03/02/08
 Account Balans

Type	Date	Num	Name	Memo	Account	Clr	Split	Amount	Balance
Check	10/7/2005	INTE...	Hagel, Jennifer	Agent Fee	Air Travel		Checking Acct...	83.00	83.00
Check	10/7/2005	INTE...	Hagel, Jennifer		Air Travel		Checking Acct...	934.80	1,017.80
Check	11/17/2005	3879	Hagel, Jennifer	Marriott	Food/Lodging		Checking Acct...	122.08	1,139.88
Check	11/17/2005	3879	Hagel, Jennifer	Hertz	Car Rental/Ground ...		Checking Acct...	91.30	1,231.18
Check	11/29/2005	3904	Hagel, Jennifer	Retainer: Jen...	Expert Witness Fees		Checking Acct...	5,000.00	6,231.18
Check	11/29/2005	3907	Hagel, Jennifer	Hagel-Smith (...)	Counter Fees		Checking Acct...	52.40	6,283.58
Check	12/7/2005	Internet	Hagel, Jennifer	FedEx			Checking Acct...	21.28	6,304.86
Check	12/7/2005	Internet	Hagel, Jennifer	FedEx			Checking Acct...	22.09	6,326.89
Check	12/13/2005	3918	Hagel, Jennifer	Copies of Fil...	Counter Fees		Checking Acct...	68.45	6,395.34
Check	12/13/2005	3917	Hagel, Jennifer	Website for J...	Computer/Copier Ex...		Checking Acct...	748.00	7,145.34
Check	12/21/2005	3928	Hagel, Jennifer	Four sets of C...	Copying and Reprod...		Checking Acct...	650.40	7,695.74
Check	12/27/2005	3927	Hagel, Jennifer	Distribution of...	Miscellaneous		Checking Acct...	275.00	7,870.74
Check	12/29/2005	Internet	Hagel, Jennifer	Agent Fee	Air Travel		Checking Acct...	30.00	8,000.74
Check	12/29/2005	Internet	Hagel, Jennifer	The George	Lodging		Checking Acct...	12.10	8,012.84
Check	12/29/2005	Internet	Hagel, Jennifer	The George	Lodging		Checking Acct...	412.30	8,425.14
Check	12/29/2005	Internet	Hagel, Jennifer	Limousine	Car Rental		Checking Acct...	150.78	8,575.92
Check	12/29/2005	Internet	Hagel, Jennifer	Limousine	Car Rental		Checking Acct...	981.00	9,556.92
Check	12/30/2005	3943	Hagel, Jennifer	American/Cha...	Air Travel		Checking Acct...	80.00	9,636.92
Check	12/30/2005	3943	Hagel, Jennifer	American/Cha...	Air Travel		Checking Acct...	80.00	9,716.92
Check	12/30/2005	3943	Hagel, Jennifer	Oyama Japan...	Food/Lodging		Checking Acct...	34.00	9,750.92
Check	12/30/2005	3943	Hagel, Jennifer	Marriott Court...	Food/Lodging		Checking Acct...	212.80	9,963.72
Check	12/30/2005	3943	Hagel, Jennifer	The George	Food/Lodging		Checking Acct...	39.80	10,003.52
Check	12/30/2005	3943	Hagel, Jennifer	The George	Food/Lodging		Checking Acct...	291.50	10,294.82
Check	12/30/2005	3943	Hagel, Jennifer	The George	Food/Lodging		Checking Acct...	61.60	10,356.42
Check	12/30/2005	3943	Hagel, Jennifer	Power Web H...	Website		Checking Acct...	185.48	10,542.90
Check	12/30/2005	3944	Hagel, Jennifer	Hagel Website	Website	X	Checking Acct...	0.00	10,542.90
Check	12/30/2005	3943	Hagel, Jennifer	Thrifty	Car Rental/Ground ...		Checking Acct...	122.64	10,665.54
Check	12/30/2005	3943	Hagel, Jennifer	The George	Lodging		Checking Acct...	406.84	11,071.38
Check	12/30/2005	3943	Hagel, Jennifer	The George	Lodging		Checking Acct...	378.13	11,449.51
Check	12/30/2005	3943	Hagel, Jennifer	Newslink of 8...	Subscriptions		Checking Acct...	308.05	11,756.56
Check	12/30/2005	3943	Hagel, Jennifer	Federal News...	Subscriptions		Checking Acct...	330.00	12,086.56
Check	1/9/2006	3954	Hagel, Jennifer	Case: Hagel ...	Copying and Reprod...		Checking Acct...	1,016.60	13,103.06
Check	1/9/2006	3947	Hagel, Jennifer	Translating of...	Translator		Checking Acct...	335.00	13,440.06
Check	1/13/2006	3957	Hagel, Jennifer	Posters and d...	Trial Exhibits		Checking Acct...	966.58	14,406.64
Check	1/17/2006	Internet	Hagel, Jennifer	FedEx			Checking Acct...	17.82	14,424.46
Check	1/25/2006	3974	Hagel, Jennifer	Gibson (\$11.8...	Counter Fees		Checking Acct...	18.40	14,442.86
Check	1/25/2006	3974	Hagel, Jennifer	Gibson (\$11.8...	Counter Fees		Checking Acct...	11.90	14,454.76
Check	1/31/2006	3981	Hagel, Jennifer	VOID: Jennif...	Miscellaneous	X	Checking Acct...	0.00	14,454.76
Check	1/31/2006	3982	Hagel, Jennifer	Jennifer Haga...	Miscellaneous		Checking Acct...	5,000.00	19,454.76
Check	2/7/2006	3986	Hagel, Jennifer	Videographer ...	Videographer		Checking Acct...	1,447.00	20,601.76
Check	2/9/2006	Internet	Hagel, Jennifer	Courtyard Cro...	Food/Lodging		Checking Acct...	180.28	21,062.02
Check	2/9/2006	Internet	Hagel, Jennifer	Sheraton Ho...	Food/Lodging		Checking Acct...	145.41	21,207.43
Check	2/9/2006	Internet	Hagel, Jennifer	FedEx			Checking Acct...	50.40	21,257.83
Check	2/9/2006	Internet	Hagel, Jennifer	Dr. Lee	FedEx		Checking Acct...	50.40	21,308.23
Check	2/9/2006	Internet	Hagel, Jennifer	FedEx			Checking Acct...	30.05	21,338.28
Check	2/9/2006	Internet	Hagel, Jennifer	FedEx			Checking Acct...	18.04	21,357.32
Check	2/9/2006	Internet	Hagel, Jennifer	Hagel & Assoc.	FedEx		Checking Acct...	13.89	21,371.21
Check	2/9/2006	Internet	Hagel, Jennifer	FedEx			Checking Acct...	18.28	21,389.49
Check	2/9/2006	Internet	Hagel, Jennifer	FedEx			Checking Acct...	105.62	21,495.11
Check	2/9/2006	Internet	Hagel, Jennifer	Dr. Lee	FedEx		Checking Acct...	18.28	21,513.39
Check	2/9/2006	Internet	Hagel, Jennifer	Mike Paul	FedEx		Checking Acct...	19.37	21,532.76
Check	2/9/2006	Internet	Hagel, Jennifer	FedEx			Checking Acct...	34.51	21,567.27
Check	2/9/2006	Internet	Hagel, Jennifer	Sean O'Malley	FedEx		Checking Acct...	0.55	21,567.82
Check	2/13/2006	Internet	Hagel, Jennifer	Dr. Lee	FedEx		Checking Acct...	759.30	22,327.12
Check	2/13/2006	Internet	Hagel, Jennifer	American me...	Air Travel		Checking Acct...	89.00	22,396.12
Check	2/13/2006	Internet	Hagel, Jennifer	Agent Fee	Air Travel		Checking Acct...	50.00	22,446.12
Check	2/13/2006	Internet	Hagel, Jennifer	Washington ...	Air Travel		Checking Acct...	50.00	22,496.12
Check	2/13/2006	Internet	Hagel, Jennifer	Washington ...	Air Travel		Checking Acct...	33.00	22,531.12
Check	2/13/2006	Internet	Hagel, Jennifer	Agent Fee	Air Travel		Checking Acct...	127.80	22,658.92
Check	2/13/2006	Internet	Hagel, Jennifer	Air Travel			Checking Acct...	262.10	22,921.02
Check	2/13/2006	Internet	Hagel, Jennifer	Agent Fee RL	Air Travel		Checking Acct...	100.00	23,021.02
Check	2/13/2006	Internet	Hagel, Jennifer	Agent Fee	Air Travel		Checking Acct...	81.00	23,082.02
Check	2/13/2006	Internet	Hagel, Jennifer	Agent Fee	Air Travel		Checking Acct...	21.00	23,103.02
Check	2/13/2006	Internet	Hagel, Jennifer	Air Travel			Checking Acct...	324.60	23,427.62
Check	2/13/2006	Internet	Hagel, Jennifer	Jim	Air Travel		Checking Acct...	15.00	23,442.62
Check	2/13/2006	Internet	Hagel, Jennifer	Lisa	Air Travel		Checking Acct...	15.00	23,457.62
Check	2/13/2006	Internet	Hagel, Jennifer	Lisa DC (rem...	Air Travel		Checking Acct...	57.72	23,515.34
Check	2/13/2006	Internet	Hagel, Jennifer	Marriott Joe S...	Lodging		Checking Acct...	106.85	23,622.19
Check	2/13/2006	Internet	Hagel, Jennifer	Marriott 28 D...	Lodging		Checking Acct...	200.00	23,622.19
Check	2/13/2006	Internet	Hagel, Jennifer	Marriott Dr. L...	Lodging		Checking Acct...	121.95	23,949.54
Check	2/14/2006	3998	Hagel, Jennifer	Press Confer...	Videographer		Checking Acct...	155.00	24,098.54
Check	2/15/2006	4000	Hagel, Jennifer	Expenses re: ...	Expert Witness Fees		Checking Acct...	818.88	24,917.53
Check	2/28/2006	4021	Hagel, Jennifer	Reimburseme...	Expert Witness Fees		Checking Acct...	321.35	25,238.88
Check	4/3/2006	4050	Hagel, Jennifer	public relation...	Miscellaneous		Checking Acct...	27,098.90	52,337.78
Check	4/12/2006	4079	Hagel, Jennifer	Website Servi...	Website		Checking Acct...	1,000.00	53,337.78
Check	4/19/2006	4090	Hagel, Jennifer	Invoice No. 8 I...	Trial Exhibits		Checking Acct...	1,028.14	54,365.92
Check	4/27/2006	4111	Hagel, Jennifer	Full and Final...	Expert Witness Fees		Checking Acct...	13,812.27	67,878.19
Check	5/12/2006	4288	Hagel, Jennifer	Report - John...	Expert Witness Fees		Checking Acct...	1,625.00	69,501.19
Check	6/9/2006	Transf...	Hagel, Jennifer	Hudson News	Miscellaneous		Checking Acct...	39.78	69,640.97
Check	6/9/2006	Transf...	Hagel, Jennifer	Miami Intern...	Miscellaneous		Checking Acct...	24.00	69,664.97
Check	6/9/2006	Transf...	Hagel, Jennifer	MIA parking	Miscellaneous		Checking Acct...	12.00	69,676.97
Check	6/9/2006	Transf...	Hagel, Jennifer	Lisa Washing...	Air Travel		Checking Acct...	200.88	69,877.85
Check	6/9/2006	Transf...	Hagel, Jennifer	Loew's Hotel ...	Food/Lodging		Checking Acct...	58.77	69,936.62
Check	6/9/2006	Transf...	Hagel, Jennifer	Le Chambord	Food/Lodging		Checking Acct...	118.37	70,055.99
Check	6/9/2006	Transf...	Hagel, Jennifer	Courtyard Ma...	Food/Lodging		Checking Acct...	176.25	70,232.24
Check	6/9/2006	Transf...	Hagel, Jennifer	Crown Plaza ...	Food/Lodging		Checking Acct...	180.81	70,409.55
Check	6/9/2006	Transf...	Hagel, Jennifer	Courtyard Ma...	Food/Lodging		Checking Acct...	108.40	70,515.95
Check	6/9/2006	Transf...	Hagel, Jennifer	Courtyard Ma...	Food/Lodging		Checking Acct...	128.85	70,644.81
Check	6/9/2006	Transf...	Hagel, Jennifer	Rue 57 NY	Food/Lodging		Checking Acct...	181.93	70,806.74

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03/02/08

Accrual Basis

James M. Walker P.A.
 Custom Transaction Detail Report
 All Transactions

Type	Date	Nurs	Name	Memo	Account	Clr	Split	Amount	Balance
Check	6/9/2008	Transf...	Hagel, Jennifer	Mickey Mantl...	Food/Lodging		Checking Acco...	137.78	70,944.80
Check	6/9/2008	Transf...	Hagel, Jennifer	Sione Rose	Food/Lodging		Checking Acco...	78.00	71,022.50
Check	6/9/2008	Transf...	Hagel, Jennifer	The George	Food/Lodging		Checking Acco...	73.98	71,096.48
Check	6/9/2008	Transf...	Hagel, Jennifer	The George	Food/Lodging		Checking Acco...	2,115.25	73,211.73
Check	6/9/2008	Transf...	Hagel, Jennifer	The George	Food/Lodging		Checking Acco...	48.84	73,260.67
Check	6/9/2008	Transf...	Hagel, Jennifer	Washington ...	Food/Lodging		Checking Acco...	38.03	73,298.70
Check	6/9/2008	Internet	Hagel, Jennifer	Charlie Chan...	Food/Lodging		Checking Acco...	8.16	73,306.86
Check	6/9/2008	Internet	Hagel, Jennifer	DJ's Ct	Food/Lodging		Checking Acco...	7.00	73,315.86
Check	6/9/2008	Internet	Hagel, Jennifer	Sheraton	Food/Lodging		Checking Acco...	80.72	73,378.58
Check	6/9/2008	Internet	Hagel, Jennifer	Bistro Bis 3/8/...	Food/Lodging		Checking Acco...	683.98	74,240.54
Check	6/9/2008	Internet	Hagel, Jennifer	Hyatt Regenc...	Food/Lodging		Checking Acco...	1,544.00	75,784.54
Check	6/9/2008	Internet	Hagel, Jennifer	Hotel George ...	Food/Lodging		Checking Acco...	982.42	76,766.96
Check	6/9/2008	Transf...	Hagel, Jennifer	Hertz Flushin...	Car Rental/Ground ...		Checking Acco...	228.02	76,994.98
Check	6/9/2008	Transf...	Hagel, Jennifer	National Car ...	Car Rental/Ground ...		Checking Acco...	109.40	77,104.38
Check	6/9/2008	Internet	Hagel, Jennifer	Dollar Rent A ...	Car Rental/Ground ...		Checking Acco...	383.80	77,498.28
Check	6/9/2008	Transf...	Hagel, Jennifer	Limo	Ground Transportati...		Checking Acco...	361.00	77,859.28
Check	6/9/2008	Internet	Hagel, Jennifer	Dr. Lee (cont...	FedEx		Checking Acco...	33.86	77,893.24
Check	6/9/2008	Internet	Hagel, Jennifer	Dr. Lee return...	FedEx		Checking Acco...	208.58	78,099.82
Check	6/9/2008	Internet	Hagel, Jennifer	Dr. Lee return...	FedEx		Checking Acco...	251.35	78,351.17
Check	6/9/2008	Internet	Hagel, Jennifer	Joe Sudol eq...	FedEx		Checking Acco...	184.36	78,545.53
Check	6/9/2008	Internet	Hagel, Jennifer	Joe Sudol	FedEx		Checking Acco...	78.30	78,623.83
Check	6/9/2008	Internet	Hagel, Jennifer	Joe sudol	FedEx		Checking Acco...	130.40	78,754.23
Check	6/9/2008	Internet	Hagel, Jennifer	Joe sudol	FedEx		Checking Acco...	78.44	78,832.67
Check	6/9/2008	Internet	Hagel, Jennifer	Joe sudol	FedEx		Checking Acco...	130.40	78,963.07
Check	6/9/2008	Internet	Hagel, Jennifer	the George	FedEx		Checking Acco...	67.08	79,030.15
Check	6/9/2008	Internet	Hagel, Jennifer	Joe Sudol 2/...	FedEx		Checking Acco...	927.38	79,357.53
Check	6/9/2008	Transf...	Hagel, Jennifer	Oyawa Japan...	Food		Checking Acco...	98.85	79,456.38
Check	6/9/2008	Transf...	Hagel, Jennifer	Hyatt Hotels	Media		Checking Acco...	735.00	80,181.38
Check	6/9/2008	Transf...	Hagel, Jennifer	Intercontinental	Media		Checking Acco...	45.37	80,236.75
Check	6/9/2008	Transf...	Hagel, Jennifer	Intercontinental	Media		Checking Acco...	349.00	80,585.75
Check	6/9/2008	Transf...	Hagel, Jennifer	Intercontinental	Media		Checking Acco...	384.37	80,980.12
Check	6/9/2008	Transf...	Hagel, Jennifer	Intercontinental	Media		Checking Acco...	384.37	81,374.49
Check	6/9/2008	Transf...	Hagel, Jennifer	Los Ranchos ...	Media		Checking Acco...	258.64	81,633.13
Check	6/9/2008	Transf...	Hagel, Jennifer	Intercontinental	Media		Checking Acco...	8.00	81,641.13
Check	6/9/2008	Transf...	Hagel, Jennifer	Intercontinental	Media		Checking Acco...	24.00	81,665.13
Check	6/9/2008	Transf...	Hagel, Jennifer	Intercontinental	Media		Checking Acco...	129.28	81,794.41
Check	6/9/2008	Transf...	Hagel, Jennifer	Newslink	Media		Checking Acco...	24.28	81,818.70
Check	6/9/2008	Internet	Hagel, Jennifer	Newslink	Media Expense		Checking Acco...	10.49	81,829.19
Check	6/28/2008	Internet	Hagel, Jennifer	Jim LGA	Air Travel		Checking Acco...	337.10	82,166.29
Check	6/28/2008	Internet	Hagel, Jennifer	Jim BDL	Air Travel		Checking Acco...	416.80	82,583.19
Check	6/28/2008	Internet	Hagel, Jennifer	Marriott	Food/Lodging		Checking Acco...	101.83	82,684.82
Check	6/28/2008	Internet	Hagel, Jennifer	Marriott Dr. Lee	Food/Lodging		Checking Acco...	842.70	83,327.52
Check	6/28/2008	Internet	Hagel, Jennifer	Marriott Joe S...	Food/Lodging		Checking Acco...	539.17	83,866.69
Check	6/28/2008	Internet	Hagel, Jennifer	Cash for Jim r...	Miscellaneous		Checking Acco...	20.00	83,906.69
Check	7/6/2008	Internet	Hagel, Jennifer	3/10/08 Hart...	Air Travel		Checking Acco...	201.10	84,107.79
Check	7/6/2008	Internet	Hagel, Jennifer	Hartford Rat...	Air Travel		Checking Acco...	788.10	84,893.89
Check	7/6/2008	Internet	Hagel, Jennifer	Services provi...	Expert Witness Fees		Checking Acco...	16,625.00	101,818.69
Check	7/6/2008	Internet	Hagel, Jennifer	4214	FedEx		Checking Acco...	17.28	101,835.17
Check	7/6/2008	Internet	Hagel, Jennifer	Mike Paul	Lodging		Checking Acco...	324.19	102,160.36
Check	7/6/2008	Internet	Hagel, Jennifer	Ritz Carlton 4...	Lodging		Checking Acco...	500.00	102,660.36
Check	7/6/2008	Internet	Hagel, Jennifer	Ritz Carlton 4...	Lodging		Checking Acco...	125.00	102,785.36
Check	7/25/2008	Internet	Hagel, Jennifer	; Hagel Smith ...	Media Expense		Checking Acco...	18.40	102,803.76
Check	8/22/2008	Internet	Hagel, Jennifer	Medialion: D...	Comitree Fees		Checking Acco...	1,687.50	104,491.26
Check	8/22/2008	Internet	Hagel, Jennifer	Client # J035...	Trial Exhibits		Checking Acco...	4,301.88	108,793.12
Check	8/24/2008	Internet	Hagel, Jennifer	4296	Miscellaneous		Checking Acco...	1,795.00	110,588.12
Check	8/28/2008	Internet	Hagel, Jennifer	Invoice: INV...	Miscellaneous		Checking Acco...	60.00	110,638.12
Check	8/28/2008	Internet	Hagel, Jennifer	Agent Fee DC	Air Travel		Checking Acco...	50.00	110,688.12
Check	8/28/2008	Internet	Hagel, Jennifer	Agent Fee DC	Air Travel		Checking Acco...	55.00	110,743.12
Check	8/28/2008	Internet	Hagel, Jennifer	Jim Larry King	Air Travel		Checking Acco...	609.30	111,352.42
Check	8/28/2008	Internet	Hagel, Jennifer	Jim Larry King	Air Travel		Checking Acco...	147.80	111,500.22
Check	8/28/2008	Internet	Hagel, Jennifer	La Guardia	Air Travel		Checking Acco...	65.00	111,565.22
Check	8/28/2008	Internet	Hagel, Jennifer	Agent Fee	Air Travel		Checking Acco...	251.30	111,816.52
Check	8/28/2008	Internet	Hagel, Jennifer	Connecticut	Air Travel		Checking Acco...	254.60	112,071.12
Check	8/28/2008	Internet	Hagel, Jennifer	Return	Air Travel		Checking Acco...	15.00	112,086.12
Check	8/28/2008	Internet	Hagel, Jennifer	Agent Fee	Air Travel		Checking Acco...	32.00	112,118.12
Check	8/28/2008	Internet	Hagel, Jennifer	Agent Fee Jo...	Air Travel		Checking Acco...	80.00	112,198.12
Check	8/28/2008	Internet	Hagel, Jennifer	Agent Fee He...	Air Travel		Checking Acco...	119.30	112,317.42
Check	8/28/2008	Internet	Hagel, Jennifer	Joe Sudol	Air Travel		Checking Acco...	119.30	112,436.72
Check	8/28/2008	Internet	Hagel, Jennifer	Henry Lee	Air Travel		Checking Acco...	357.10	112,793.82
Check	8/28/2008	Internet	Hagel, Jennifer	Henry Lee	Air Travel		Checking Acco...	357.10	113,150.92
Check	8/28/2008	Internet	Hagel, Jennifer	Margaret Lee	Air Travel		Checking Acco...	384.80	113,515.52
Check	8/28/2008	Internet	Hagel, Jennifer	Joe Sudol	Air Travel		Checking Acco...	29.00	113,544.52
Check	8/28/2008	Internet	Hagel, Jennifer	Agent Fee J...	Air Travel		Checking Acco...	50.00	113,594.52
Check	8/28/2008	Internet	Hagel, Jennifer	Agent Fee DC	Air Travel		Checking Acco...	50.00	113,644.52
Check	8/28/2008	Internet	Hagel, Jennifer	Agent Fee DC	Air Travel		Checking Acco...	55.00	113,699.52
Check	8/28/2008	Internet	Hagel, Jennifer	Jim Larry King	Air Travel		Checking Acco...	609.30	114,308.82
Check	8/28/2008	Internet	Hagel, Jennifer	Jim Larry King	Air Travel		Checking Acco...	147.80	114,456.62
Check	8/28/2008	Internet	Hagel, Jennifer	La Guardia	Air Travel		Checking Acco...	65.00	114,521.62
Check	8/28/2008	Internet	Hagel, Jennifer	Agent Fee	Air Travel		Checking Acco...	251.30	114,772.92
Check	8/28/2008	Internet	Hagel, Jennifer	Connecticut	Air Travel		Checking Acco...	254.60	115,027.52
Check	8/28/2008	Internet	Hagel, Jennifer	Return	Air Travel		Checking Acco...	15.00	115,042.52
Check	8/28/2008	Internet	Hagel, Jennifer	Agent Fee	Air Travel		Checking Acco...	32.00	115,074.52
Check	8/28/2008	Internet	Hagel, Jennifer	Agent Fee Jo...	Air Travel		Checking Acco...	80.00	115,154.52
Check	8/28/2008	Internet	Hagel, Jennifer	Agent Fee He...	Air Travel		Checking Acco...	119.30	115,273.82
Check	8/28/2008	Internet	Hagel, Jennifer	Joe Sudol	Air Travel		Checking Acco...	119.30	115,393.12
Check	8/28/2008	Internet	Hagel, Jennifer	Henry Lee	Air Travel		Checking Acco...	357.10	115,750.22
Check	8/28/2008	Internet	Hagel, Jennifer	Henry Lee	Air Travel		Checking Acco...	357.10	116,107.32
Check	8/28/2008	Internet	Hagel, Jennifer	Margaret Lee	Air Travel		Checking Acco...	264.60	116,471.92
Check	8/28/2008	Internet	Hagel, Jennifer	Joe Sudol	Air Travel		Checking Acco...	29.00	116,500.92
Check	8/28/2008	Internet	Hagel, Jennifer	Agent Fee J...	FedEx		Checking Acco...	17.28	116,518.20

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03/02/08
Accrual Basis

James M. Walker P.A.
Custom Transaction Detail Report
All Transactions

Type	Date	Num	Name	Memo	Account	Clr	Split	Amount	Balance
Check	8/28/2008	Internet	Hagel, Jennifer	Ritz Carlton 4...	Lodging		Checking Acco...	820.37	117,188.57
Check	8/31/2008	4309	Hagel, Jennifer	Acc# 2775-4...	Courier Fees		Checking Acco...	20.15	117,168.72
Check	10/20/2008	Internet	Hagel, Jennifer	Boston 12/18/...	Air Travel		Checking Acco...	1,013.80	118,172.32
Check	10/25/2008	Internet	Hagel, Jennifer	Bistro Bis	Food/Lodging		Checking Acco...	49.23	118,221.55
Check	11/2/2008	4406	Hagel, Jennifer	Ritz Carlton	Food		Checking Acco...	230.30	118,451.85
Check	11/2/2008	4406	Hagel, Jennifer	Ritz Carlton	Food		Checking Acco...	181.70	118,633.55
Check	1/3/2007	4478	Hagel, Jennifer	Hagel Smith (...)	Courier Fees		Checking Acco...	18.40	118,651.85
Check	2/1/2007	4509	Hagel, Jennifer	Conference	Expert Witness Fees		Checking Acco...	350.00	119,001.95
Check	3/9/2007	4817	Hagel, Jennifer	Miami Interna...	Miscellaneous		Checking Acco...	30.00	119,031.95
Check	3/9/2007	4817	Hagel, Jennifer	American	Air Travel		Checking Acco...	135.00	119,166.95
Check	3/9/2007	4817	Hagel, Jennifer	Typhoon Bistrot	Food/Lodging		Checking Acco...	28.05	119,193.00
Check	3/9/2007	4817	Hagel, Jennifer	The Fairmont ...	Food/Lodging		Checking Acco...	67.75	119,260.75
Check	3/9/2007	4817	Hagel, Jennifer	Lanox Hotel	Food/Lodging		Checking Acco...	224.77	119,485.52
Check	6/8/2007		Hagel, Jennifer	700214062 H...	FedEx		American Expr...	18.53	119,504.05
Credit Card Charge	6/8/2007		Hagel, Jennifer	Travel Agent ...	Air Travel		Checking Acco...	57.00	119,561.05
Check	9/11/2007	Internet	Hagel, Jennifer	Travel Agent ...	Air Travel		Checking Acco...	44.00	119,605.05
Check	9/11/2007	Internet	Hagel, Jennifer	Della to Harf...	Air Travel		Checking Acco...	484.40	120,089.45
Check	9/11/2007	Internet	Hagel, Jennifer	American to H...	Air Travel		Checking Acco...	294.40	120,383.85
Check	9/11/2007	Internet	Hagel, Jennifer	US Airways 4/...	Air Travel		Checking Acco...	209.30	120,573.15
Check	9/11/2007	Internet	Hagel, Jennifer	American Air...	Air Travel		Checking Acco...	294.40	120,867.55
Total								120,867.55	120,867.55

5:19 PM
03/02/08
Accrual Basis

James Walker and Lisa O'Neill
Custom Transaction Detail Report
All Transactions

Type	Date	Num	Name	Memo	Account	Clr	Split	Amount	Balance
Check	3/3/2008	Internet	Hegel Smith	WaWashingt...	Mexis		Checking	20.10	20.10
Check	3/5/2008	Internet	Hegel Smith	Newairnk	Miscellaneous		Checking	25.52	45.62
Check	3/29/2008	4148	Hegel Smith	Agent Fee Jim	Travel		Checking	28.22	73.84
Check	1/25/2008	3	Hegel Smith	Thirty Car Re...	Ground Transportati...		Checking	133.00	206.84
Check	1/25/2008	3	Hegel Smith	MIA Parking	Ground Transportati...		Checking	30.00	236.84
Check	1/25/2008	3	Hegel Smith	Thirty Car Re...	Ground Transportati...		Checking	119.88	356.72
Check	1/25/2008	3	Hegel Smith	Paradies Hart...	Lodging		Checking	40.88	397.70
Check	1/25/2008	3	Hegel Smith	Courtyard Ma...	Lodging		Checking	585.66	963.56
Check	1/25/2008	3	Hegel Smith	Courtyard Inn...	Lodging		Checking	203.68	1,167.44
Total								1,167.44	1,167.44

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July 7, 2006

Letter Sent Via Facsimile No. (305) 539-8341

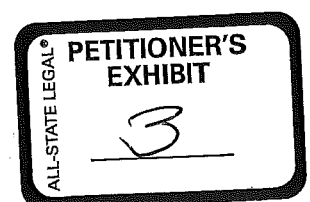
Brett A. Rivkind, Esq.
Rivkind, Pedraza & Margulies
66 West Flagler Street
Miami, Florida 33130

Re: **Death of George Allen Smith IV**
Royal Caribbean Brilliance of the Seas

Dear Mr. Rivkind:

This letter will serve to respond to your recent letters.

In your July 5, 2006 letter, you suggest that you were not aware of any settlement negotiations whatsoever and that you first learned of the proposed settlement in a press release. In fact, we have discussed the issue of settlement and the prospects of proceeding with our cases. We have talked about the strengths and weaknesses of the claims, and the potential of facing the limits of the Athens Convention, which if it applied may result in a damage limitation of only \$60,000 - \$70,000, and the limitations in the Death on the High Seas Act ("DOHSA") to pecuniary damages with no award for pain and suffering, mental anguish, grief, bereavement, etc. Before we even get to the issue of damages, we have talked about having to overcome the fact that George clearly consumed excessive alcohol which he mixed with prescription narcotics, not to mention illegal alcohol which he smuggled onto the cruise ship. We also talked openly about the prospects of facing potential sanctions and/or a counter-suit in light of clearly erroneous comments, made mostly by your clients that the blood was allegedly scrapped off of the canopy or was cleaned early in the morning, among other issues. You will not forget, I am sure, Greta Van Susteren asking you whether you were concerned with Chapter 57.105 sanctions? You should also check your emails where you expressed your concern about proceeding with litigation, stating at one point that we are in trouble and you asked me whether I had lost my "settlement touch" in resolving the case before suit is filed. Have you shared these emails with your clients?



Letter to Brett Rivkind, Esq.
July 7, 2006
Page 2

As you know, I explained that defense attorney Peltz told me that we had to make a demand of less than one million dollars or he would not discuss the issue of settlement any further. I told him that this was not acceptable. We never made a settlement demand under \$1,000,000, and we reached a stand-off with the cruise line. We intended to and were fully prepared to file suit. You know that we drafted our complaint along with substantial discovery and various motions which were to be filed with the complaint. You know that I offered to literally walk into the clerk's office at the courthouse and file our respective lawsuits and then move to have them consolidated together so that we could try and proceed on a common front against the cruise line.

The fact of the matter is that Royal Caribbean brought in two new lawyers (Aaron Podhurst and Steve Marks), literally at the last moment, and they raised the issue of settlement on June 28, 2006, after we met on the 26th. We were able to reach a proposed settlement late on June 29, 2006. At that time, I sent you a letter outlining the terms of the proposed settlement and I faxed and e-mailed you the letter before there was any type of press statement.

At the time these negotiations commenced, the position of your clients towards our client was, frankly, overtly hostile and threatening. Once you realized that you could not force us to let the Smith family control the wrongful death case, the letters from your office in the week preceding the proposed settlement became increasingly accusatory and belligerent. Any type of meaningful communications with you became impossible, particularly in light of the threats to embarrass Jennifer (without a factual basis) in the press, which your clients have now effectively, and regrettably, accomplished.

As a legal matter, the Connecticut probate lawyers inform us that there is no obligation to include beneficiaries or potential beneficiaries in the settlement negotiations. The procedure for your clients to agree or object to the proposed settlement is to inform the Probate Court of their position at the hearing on a motion to approve the proposed settlement.

We regret that you and your clients have decided to make other accusations in your letters. The comments that there is a "conflict of interest" in Jennifer proceeding as the personal representative is unfounded. The fact that your clients have an unfounded animosity toward her does not create a conflict. Jennifer has handled herself extraordinarily well, notwithstanding the personal animosity of your clients and their lack of cooperation in advancing the interests of the estate. She now obtained a proposed agreement which accomplishes all of the legitimate goals that she and the Smith family could possibly obtain.

Letter to Brett Rivkind, Esq.
July 7, 2006
Page 3

The Smith family has stated that they are interested in finding answers. You recently confirmed this in writing. Jennifer is interested in exactly the same thing. We obtained an agreement that the cruise line will answer all questions which can reasonably be posed by our respective clients. The cruise line is also obligated to provide us with access to all relevant documents as well as witness statements which are not discoverable in the first place. Jennifer obtained an agreement not only to provide her with the information but for the Smith family to also have access to the information. The terms of the agreement and the information which will become available to the Smith family are the same to both our client and the Smith family. This is an extraordinary concession, and I have never heard of any similar condition in a settlement with a cruise line or a corporate defendant where they will provide such information.

The effect of this settlement should have no effect on your lawsuit, assuming you are asserting one for a legitimate purpose. It appears to us that if you are alleging that George was a victim of a crime and the cruise line covered the crime up, then you should be able to take discovery regarding both of these issues. The only difference is that your clients will have to take responsibility for the legal costs associated with their interest in suing the cruise line.

You have already stated that the Smith family is not primarily concerned with the issue of compensation. Your client, Bree Smith, stated on television programs this week that the Smith family would accept a one (1) cent judgment. So we cannot imagine on what basis they can object to a total payment by the cruise line of \$1,075,000 (with costs and a charitable contribution). How can the Smith family object to the financial terms of the settlement when Jennifer obtained a settlement in an amount over one hundred million (100,000,000) times the amount that the Smith family publicly acknowledged was acceptable?

Regarding the comments in your July 3, 2005 letter, the truth of the matter is that it was not possible or ethical to file one lawsuit which included the wrongful death action which can be filed only by the personal representative together with the individual claims of the Smith family. Our appellate counsel stated in no uncertain terms that the claims of the parties could not be properly joined in this manner. Only the Court can consolidate different claims of different parties which arise out of a common nucleus of facts. You are confusing our good faith efforts to proceed along a mutually advantageous path with consolidated discovery, with your interest in simply having us file a single lawsuit at our expense and for your benefit.

You know that we have always tried to proceed on an united basis with the Smith family. We offered to file the complaints at the same time and we agreed to consolidate

Letter to Brett Rivkind, Esq.
July 7, 2006
Page 4

the cases for discovery so that there would be one case for purposes of discovery. There was never a change of position, and the fact of the matter is that we could have consolidated the two cases and proceed with joint discovery. However, it became apparent that your intention was simply to posture your clients to assert control over the wrongful death action. You began to make increasing threats against Jennifer, which included the Smith family attacking Jennifer in the media. It also appears clear to us at this point that the Smith family wanted Jennifer to continue to advance all of the costs (which she alone has incurred in hiring Dr. Lee etc.) and they wanted to proceed with years of litigation toward a goal that, in reality included neither answers nor the compensation which we have obtained without the risks associated with the litigation. You have informed me on numerous occasions that the Smith family would never consider sharing any litigation costs whatsoever, and they wanted Jennifer to incur all of the costs. The primary goal of your clients now appears to be obtaining a "pound of flesh" from the cruise line which is not remotely a legitimate basis for a wrongful death action. As you know, punitive damages (which you mentioned in the case you filed on behalf of the Smith family) have never been permitted in a wrongful death case governed by DOHSA. Permitting the Smiths to take control of the wrongful death action, which we now realize was your goal all along, would have resulted in hundreds of thousands of dollars of litigation costs being advanced by the personal representative and probably less information being obtained after years of litigation where your clients wanted only something that cannot be legitimately obtained in a wrongful death case in the first place. This would have placed the estate in certain bankruptcy, and would be pointless in light of the settlement concessions made by the cruise line.

The suggestion that our office somehow kept you from attempting to remove Jennifer as the personal representative is preposterous. There has never been legitimate grounds to remove her in the first place. Actually, your letters contain a tacit admission of the irrational animosity of your clients toward Jennifer and your efforts to try and blackmail the personal representative by holding such a threat over her head. There has never been any animosity which runs from Jennifer to the Smith family. Your transparent attempts to create some type of after the fact reliance argument on your client's behalf are simply not supported by the facts.

Your comments that I do not want to talk to you are misplaced. Your one and only voice mail message was abusive and threatening and your e-mail contained nothing other than a tirade of personal insults, all of which are totally unprofessional and counter-productive.

We sincerely regret to observe the path that you and your clients have chosen. Jennifer is continuing to pursue information which we hope will result in the arrest of one

Letter to Brett Rivkind, Esq.
July 7, 2006
Page 5

of the men last seen with George Smith. There is information which we shared with you about this individual and we remain in contact with the FBI about this information. I am no fan of the FBI but the agents in Connecticut seem far more motivated than the agents here and in California. We do hope that you have informed your clients about this information, because it appears that you did not share the helpful information which Dr. Lee explained to you at the last meeting which I invited you too. We also hope that your clients will shift their focus on the criminal aspect of this investigation, which is the only manner that there will truly be justice for George.

As set forth in our previous letter, we will send you the settlement documents once they have been executed.

Should you wish to discuss these matters further, please contact me.

Very truly yours,



JAMES M. WALKER

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TO: Brett A. Rivkind, Esq.

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FROM: James M. Walker, Esq.

RE:

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hp LaserJet 3030

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JUL-7-2006 4:37PM



Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
575	7/7/2006	4:36:02PM	Send	3055398341	1:50	6	OK

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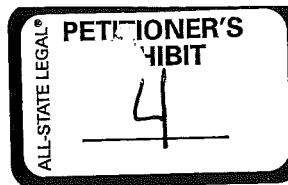
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Page 1

Mellor v. Moe
S.D.Fla., 2007.
Only the Westlaw citation is currently available.
United States District Court, S.D. Florida.
Elizabeth and James MELLOR, as Co-
Administrators of the Estate of Jason Mellor,
Plaintiffs,
v.
Jens Peter MOE, Kurt Melnechuck, and 30 Foot
Wellcraft Scarab Known as "Bahama Boom", John
Does 1-10, and ABC, Inc. 1-10, Defendants.
No. 06-61841-CIV.

Sept. 27, 2007.

Mark Warren Davis, Stark & Stark, Princeton, NJ,
Scott M. Behren, Scott M. Behren PA, Weston, FL,
for Plaintiffs.
Edward Royce Curtis, Tripp Scott, Fort Lauderdale,
FL, for Defendants.

**FINDINGS OF FACT AND CONCLUSIONS OF
LAW**

JAMES I. COHN, United States District Judge.

*1 THIS CAUSE is before the Court upon the bench trial held on September 17, 2007. The Court has carefully considered the credibility of the witnesses presented and the evidence admitted during the trial. The Court has also considered Plaintiffs' Proposed Findings of Fact and Conclusions of Law [DE 46], Defendant Jens Peter Moe's Proposed Findings of Fact and Conclusions of Law [DE 49], Defendant Moe's Motion to Dismiss for Lack of Jurisdiction [DE 44], Plaintiffs' Response thereto [DE 52], Plaintiffs' Trial Brief [DE 47], Defendant's Trial Memorandum [DE 53] and Plaintiffs' Response to Defendant's Trial Memorandum [DE 54].

I. BACKGROUND

Plaintiffs Elizabeth and James Mellor ("Plaintiffs") filed this Death on the High Seas Act

("DOSHA") against Defendant Jens Peter Moe ("Moe"), Kurt Melnechuck, the vessel, and various unnamed Defendants. All Defendants except for Mr. Moe were dismissed for failure to serve [DE 34]. Plaintiffs are the parents of Jason Mellor, who was killed while riding a jetski on August 29, 2003. Jason was 21 at the time of his death. The accident occurred near Cable Beach in the vicinity of Paradise Island, Nassau, Bahamas. Jason collided with a 30' twin-outboard "Scarab" vessel owned and operated by Defendant Jens Peter Moe. Plaintiffs assert a single claim under DOSHA, alleging that Defendant was negligent in operating his vessel. Defendant denies that he was negligent, and also disputes that DOSHA is applicable to this action.

Accordingly, pursuant to the requirements of Rule 52 of the Federal Rules of Civil Procedure, the Court issues the following Findings of Fact and Conclusions of Law.

II. FINDINGS OF FACT^{FN1}

FN1. Any of the foregoing factual findings that may represent conclusions of law are adopted as conclusions of law.

1. The decedent, Jason Mellor was 21 years old at the time of the accident which gave rise to this lawsuit. Plaintiff's Exhibit 1.

2. The accident occurred on August 29, 2003 approximately 500-600 yards off shore a resort area known as "Cable Beach," a part of Nassau in the Bahamas. Plaintiff's Exhibit 6.

3. Jason and his family had spent the previous two hours on a beach known as Blackbeards Cay.

4. The Mellors were on a cruise which departed from Florida, having arrived on that beach from an excursion ferry off the cruise ship docked at Nassau.

5. Jason and his brother rented jetskis from a vendor on this island. Plaintiff's Exhibit 5.

6. That part of the island and beach is owned

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Page 2

by the cruise ship operator.

7. Jason was operating a jetski with Kerry Mitchell as his passenger.

8. Jason's brother, John Mellor, was operating another jetski with Shannon Mitchell as his passenger. John had never been on a jetski before.

9. The two jetskis departed the beach toward the open water. After only five minutes, they stopped to wipe their eyes or clean their glasses from the saltwater. Then they started up again.

10. John followed Jason by about 40 to 60 feet, both before and after their stop.

11. The accident occurred at about 3:30pm.

*2 12. At the time of the accident, the weather was turning darker and a rain squall was approaching.

13. At the point they started up again after the initial stop, Shannon Mitchell testified that she saw a boat traveling at a 90 degree angle to them going faster than the jetskis.

14. John Mellor testified that upon starting up again after clearing his glasses, he kept the same following distance, course, and speed of about 15 miles per hour.

15. John saw Defendant's boat out of the corner of his eye, about 100 feet away to his left, traveling about twice as fast as the jetskis.

16. Mr. Moe testified that he was traveling east to west, returning to port to avoid the rain coming from the south, at about 20-25 miles per hour.

17. Mr. Moe's vessel was a 30' twin-outboard "Scarab" type (hereinafter, "vessel"). Plaintiff's Exhibit 4.

18. On cross-examination, John indicated via a diagram made in Court by Defendant's counsel that the jetskis were at about a 45 degree angle to the right of the Defendant's vessel. The vessel was heading west.

19. John saw the vessel about 2 to 3 seconds before the right side of the vessel hit the left side of his brother's jet ski.

20. The Court takes judicial notice that a mathematical conversion of miles per hour to feet per second yields a ratio of 1 mile per hour equaling 1.4666667 feet per second.^{FN2}

FN2. There are 3600 seconds in an hour (60 minutes x 60 seconds), and there are 5,280 feet in a mile. Dividing 5280 feet by 3600 yields a ratio of 1.4666667 feet per second.

21. If John was following Jason by about 50 feet at 15 miles per hour, he was in fact 22 feet per second behind Jason, confirming his testimony that he was 2 to 3 seconds behind Jason if traveling at 15 mph.

22. If the boat was 100 feet away from John and Shannon when they saw it, it would be closer to Jason and Kerry on the lead jetski. In fact, if the jetskis were traveling at 15 miles per hour, the vessel would be approximately 87.5 feet from Jason's jetski, again taking John's testimony regarding the angle of the approach.

23. Assuming both the vessel and the jetskis continued on their course, the vessel would travel 100 feet to reach the same point that the lead jetski would reach in 2.5 seconds.

24. If the boat was traveling at 25 miles per hour as testified to by Defendant Moe, in 2.5 seconds it would in fact travel 90 feet. At 27 miles per hour, the vessel would travel 99 feet in 2.5 seconds.

25. These findings, however, cannot actually determine the speed of the jetskis, though if John's testimony is credible about his following distance and the distance to the vessel, then the remaining calculations are accurate.

26. The Court finds that John's testimony is credible. If the jetskis were traveling at 15 mph, the vessel was going about 27 miles per hour, all depending upon some deviation of the actual angle of approach between the vessel and the jetskis.

27. Defendant Moe testified that he did not see the jetskis until impact.

28. Moe testified that they appeared to come from behind and to the right, implying that their speed was faster than his speed.

*3 29. Kurt Melnechuck, a friend of Moe who was riding in the vessel with him on that day, testified that he saw the jetski a "split-second" before

impact.

30. Melnechuck also stated that they were traveling 20-25 miles per hour, just ahead of the storm, and that the vessel's top speed was 45 miles per hour.

31. While this statement is credible, he also stated that the jetskis were traveling faster than their vessel, which is unknown and in contradiction to John Mellor and Shannon Mitchell's testimony.

32. Moe testified in his deposition that the storm clouds ("squall") were moving from south to north.

33. The rain did not reach the vessel until after the accident, with clear visibility in front of the vessel and clouds with rain behind the vessel.

34. John Mellor testified that the rain was coming from his left, which would be from behind the vessel.

35. Moe's visibility in seeing objects behind him may have been somewhat inhibited due to the dark clouds in that direction.

36. Moe knew that there were large cruises with tourists renting jetskis and driving boats in that area.

37. The jetskis were to the right of the vessel, the vessel was traveling faster than the jetskis, and the vessel was larger than the jetskis.

Damages

38. The Mellors bought a larger house in 2001, primarily for the purpose of having more space for Jason and John to have friends over and be comfortable with living in that house for many years.

39. Jason began bicycling with his father from age 12 until he became an older teenager, at which point when he had a driver's license he became interested in motorcycling with his father.

40. Jason helped around the house mowing the lawn, shoveling snow, caring for the dogs, and driving his brother to dentist appointments and friend's houses.

41. Jason reserved Sundays for his family, and worked outside the home beginning at age 12.

42. Jason was one class short of finishing com-

munity college and had applied for four-year university admission. Plaintiff's Exhibit 9.

43. Jason was always available to his family for advice and often helped around the house on the many Sundays that he was home.

44. He was claimed by his parents as a dependent. Defendant's Exhibit 2.

45. There was no evidence that Jason contributed financially to the household from his earnings of approximately \$8,000 per year. Plaintiff's Exhibits 2 and 3.

46. Jason did, however, perform services around the house as described above.

47. Kenneth Betz, M.A., Plaintiffs' expert in forensic economics, testified that Jason's services were worth \$18.50 per hour, and that he worked around the house an average of 6 hours per week for his parents, for a total of \$5,772 per year.

48. Plaintiffs have 13.8 years until retirement at age 65, with a further life expectancy of another 12.7 years after age 65.

49. Kenneth Betz testified that beginning at Plaintiffs' age of 65, Jason would increase his hours of services to his parents to 12 hours a week.

*4 50. Betz further testified that those post-age 65 years old services would include "professional" advice, which raises the worth of those services to \$36.75 per hour.

III. CONCLUSIONS OF LAW

A. Jurisdiction

Plaintiff maintains that this Court has jurisdiction pursuant to DOSHA because the incident occurred on the high seas, or in the alternative, 46 U.S.C. § 764, recodified at 46 U.S.C. § 30306, provides jurisdiction to this Court by applying Bahamian law. Defendant asserts that because the accident occurred in Bahamian waters, and not the "high seas," DOSHA does not apply. The statute itself does not define "high seas," and courts have interpreted the statute in different ways.

In the principal case relied upon by Defendant, the Court did not decide the issue faced in this case. The Second Circuit stated that: "We take no position on what courts should do when faced with the difficult question of whether to apply DOHSA in foreign territorial waters, where plaintiffs might otherwise be left with only foreign remedies in foreign courts." *In re Air Crash Off Long Island, New York, on July 17, 1996*, 209 F.3d 200, 212 (2nd Cir.2000). Although the dicta in that decision appears to generally support Defendant's position that "high seas" has been defined by some courts to not include foreign territorial waters, the opinion itself did not decide this issue.

Plaintiffs rely on several other decisions, some from this Circuit, that extend DOSHA jurisdiction to foreign territorial waters, including a case almost directly on point from this District. In *Moyer v. Raderi*, 645 F.Supp. 620 (S.D.Fla.1986), then U.S. District Judge Stanley Marcus held that a negligence action filed by the estate of a cruise ship passenger who suffered a heart attack while snorkeling in Mexican waters was covered under DOHSA. In *Sanchez v. Loffland Bros. Co.*, 626 F.2d 1228, 1230, n. 4 (5th Cir.1980), the "old" Fifth Circuit stated that DOSHA is applicable when the cause of action arises within the territorial waters of a foreign country, including a lake in Venezuela. This decision remains binding on this Court.^{FN3} Finally, in *Ford v. Wooten*, 681 F.2d 712, 716 (11th Cir.1982), the Eleventh Circuit concluded without discussion, that DOSHA applied to a death in the Bahamas (Court held that DOSHA would control to the exclusion of other maritime remedies).

FN3. The decisions of the United States Court of Appeals for the Fifth Circuit, as that court existed on September 30, 1981, handed down by that court prior to the close of business on that date, shall be binding as precedent in the Eleventh Circuit, for this court, the district courts, and the bankruptcy courts in the Circuit. *Bonner v. Pritchard*, 661 F.2d 1206, 1207

(11th Cir.1981) (en banc).

Because these decisions provide sufficient authority for the Court to conclude that DOSHA applies to this death in Bahamian territorial waters, the Court need not discuss the cases from other Circuits relied upon by Plaintiffs. Nor need the Court discuss Plaintiffs' alternative argument that this Court has jurisdiction to apply Bahamian law under 46 U.S.C. § 764, recodified at 46 U.S.C. § 30306.

In *Moyer*, the Court also analyzed whether "the cause of action bears a significant relationship to traditional maritime activity, a requisite for admiralty jurisdiction under *Executive Jet Aviation, Inc. v. City of Cleveland*, 409 U.S. 249, 93 S.Ct. 493, 34 L.Ed.2d 454 (1972)." 645 F.Supp. at 624-25. The Court found that the significant relationship test was met because the decedent was a paying passenger aboard a cruise ship sailing from Florida to Mexico which arranged maritime recreational activities for its passengers. 645 F.Supp. at 626-27. The only difference between *Moyer* and the case at bar is that the *Moyer* defendants included the cruise ship and its agents operating the excursion, rather than the third-party defendant tortfeasor as in this case. This Court concludes that the status of the Defendant herein does not change the result—this case is in admiralty and is covered under DOSHA.

B. DOSHA Claim

*5 The United States Supreme Court has described DOSHA as follows:

DOHSA limits the class of beneficiaries to the decedent's wife, husband, parent, child, or dependent relative, 46 U.S.C. § 761, establishes a 3-year statute of limitations period, § 763a, allows a suit filed by the victim to continue as a wrongful death action if the victim dies of his injuries while suit is pending, § 765, provides that contributory negligence will not bar recovery, § 766, and declares that "recovery ... shall be a fair and just compensation for the pecuniary loss sustained by the persons for whose benefit the suit is brought...." § 762.

Offshore Logistics, Inc. v. Tallentire, 477 U.S. 207, 215, 106 S.Ct. 2485, 2490, 91 L.Ed.2d 174 (1986). In 2006, DOSHA was recodified to 46 U.S.C. § 30301 et seq.

Applying DOSHA to this case, the Court must determine the comparative negligence of Defendant and the decedent.^{FN4} Plaintiffs chiefly rely on Rule 15 of the International Regulations for Preventing Collisions at Sea (hereinafter, "COLREGS"), which states that: "When two power-driven vessels are crossing so as to involve risk of collision, the vessel which has the other on her own starboard side shall keep out of the way and shall, if the circumstances of the case admit, avoid crossing ahead of the other vessel." International Rule 15 (formerly codified at 33 U.S.C.A. foll. § 1602 (1996)).^{FN5} In other words, because the jetskis were on the right side of the vessel, the vessel should have yielded to the jetskis.

FN4. The Court notes that a comparative negligence analysis would also result if this Court found jurisdiction to apply Bahamian law under 46 U.S.C. § 764, recodified at 46 U.S.C. § 30306.

FN5. The COLREGS formerly were published at 33 C.F.R. § 80 and following 33 U.S.C.A. § 1602. However, on April 1, 1996, the Coast Guard determined that it no longer needed to publish the COLREGS in the CFR because they were also published in the United States Code. However, the United States Code subsequently decided not to carry these regulations, so they are only available in prior editions via Westlaw.com. The Bahamas has also adopted these Rules.

Defendant relies upon Rule 13 regarding overtaking vessels. Rule 13 states:

(a) Notwithstanding anything contained in the Rules of Part B, Sections I and II, any vessel overtaking any other shall keep out of the way of the vessel being overtaken.

(b) A vessel shall be deemed to be overtaking when coming up with another vessel from a direction more than 22.5 degrees abaft her beam, that is, in such a position with reference to the vessel she is overtaking, that at night she would be able to see only the sternlight of that vessel but neither of her sidelights.

(c) When a vessel is in any doubt as to whether she is overtaking another, she shall assume that this is the case and act accordingly.

(d) Any subsequent alteration of the bearing between the two vessels shall not make the overtaking vessel a crossing vessel within the meaning of these Rules or relieve her of the duty of keeping clear of the overtaken vessel until she is finally past and clear.

Defendant argues that because the jetskis were attempting to overtake the vessel, the jetskis had the burden to stay out of the way of Moe's vessel. However, the Court found above that based upon the preponderance of the evidence and the weighing of credibility, the vessel was traveling faster than the jetskis, not the other way around. Therefore, based upon Rules 13 and 15, the vessel is at least in part to blame for this accident.

However, the COLREGS also state that "[a] vessel the passage of which is not to be impeded remains fully obliged to comply with the rules of this part when the two vessels are approaching one another so as to involve risk of collision." International Rule 8(f)(iii) (formerly codified at 33 U.S.C.A. foll. § 1602 (1996)). As with any standard of reasonableness, this Rule means that despite having the right of way according to the COLREGS, the jetskis should have taken action to avoid the collision. *Sawyer v. McDonald*, 165 F.2d 426, 429-430 (5th Cir.1948) (privileged vessel still at partial fault for failing to avoid collision) (interpreting earlier version of Rules).

*6 John Mellor and Shannon Mitchell testified that they saw the vessel 100 feet away. Though the vessel was traveling at almost twice the speed of the jetskis, there still were a few seconds for the

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lead jetski to avoid the vessel. If Shannon Mitchell is correct that the angle of the vessels was 90 degrees, on a cloudy but not raining afternoon, then the conclusion that the lead jetski shares negligence in causation of this accident is bolstered even further as there would be a greater opportunity to see the vessel prior to the collision. This analysis assumes that the lead jetski did not accelerate or change course in an attempt to overtake the vessel, as suggested by Defendant.

The Court therefore concludes that the vessel and the lead jetski share equally in the fault which caused this avoidable accident. Thus, the decedent's comparative negligence is 50%. The Court will reduce the damages described below accordingly.

C. Damages

Under DOSHA, damages are limited to fair compensation for the pecuniary damages of the parents of Jason Mellor. 46 U.S.C. § 30303. Plaintiffs Elizabeth and James Mellor testified about the loss of services, both emotional and tangible, that Jason provided to them as their son, and as an older brother to John, who was 16 at the time of the accident. Although emotional support or services are not compensable under DOSHA, the pecuniary loss of Jason's services in mowing the lawn, shoveling snow, caring for the dogs, and driving his brother to dentist appointments and friend's houses is compensable. *Gray v. Lockheed Aeronautical Systems*, 155 F.3d 1343 (11th Cir.1998) (affirming remainder of prior damages decision, 125 F.3d 1371, 1381 (11th Cir.1997), after reversing pain and suffering damages following remand from United States Supreme Court); *Matter of Adventure Bound Sports, Inc.*, 858 F.Supp. 1192, 1201 (S.D.Ga.1994). Because Jason was listed as a dependent on his parents' tax return and there was no evidence that he contributed financially to his parents (other than what they would have spent replacing his services), the sole measure of damages in this case is the value of his services, as well as the cost of funeral and burial arrangements. *Adventure*

Bound Sports, 858 F.Supp. at 1202 (funeral expenses are pecuniary loss if paid by plaintiffs (unless paid by estate)).

According to Plaintiff's expert, Kenneth Betz, the value of those current services is \$18.50. Although Defendant contests this entire method of determining damages, Defendant did not put on evidence to contradict this expert conclusion as to the hourly cost of these services. The Court concludes that this is a reasonable amount for the services provided at the time of death. The Court also concludes that the testimony presented at trial is sufficient to establish that Jason provided six hours of services per week that his parents otherwise would have had to pay someone to perform.

However, the evidence presented at trial did not establish that those services would increase in amount or in type after Plaintiffs reached age 65. Mr. Betz's testimony as to "advice" services and the cost of those services is purely speculative. While one might assume that Jason would help his parents more once they reached age 65, it is also reasonable to assume that his hours helping them would decrease once he started his own family. The Court is bound by the testimony provided at trial.

*7 Therefore, the Court concludes that fair and just compensation for the pecuniary loss sustained by Plaintiffs is \$5,772 per year for the 26.5 years of their life expectancy, for a total of \$152,958, plus the cost of the funeral and burial at \$14,796.16,^{FN6} then reduced by 50% for a total damage award of \$83,877.08.

FN6. This amount is derived from adding the costs described in Plaintiff's Exhibits 15 through 21. The tombstone cost in Exhibit 19 is divided by three as it represents the cost of a 3 person headstone.

IV. CONCLUSION

The Court shall separately enter a final judgment in favor of Plaintiffs based upon these find-

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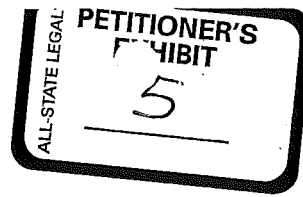
ings of fact and conclusions of law.

DONE AND ORDERED.

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Mellor v. Moe
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court may set an action for trial. In actions in which the damages are not liquidated, the order setting an action for trial shall be served on parties who are in default in accordance with rule 1.080(a).

(d) Applicability. This rule does not apply to actions to which chapter 51, Florida Statutes (1967), applies.

Committee Notes

1972 Amendment. All references to the pretrial conference are deleted because these are covered in rule 1.200.

1980 Amendment. Subdivision (b) is amended to specify whether the trial will be on the original pleadings or subsequent pleadings under rule 1.110(h).

1988 Amendment. Subdivision (c) was amended to clarify a confusion regarding the notice for trial which resulted from a 1968 amendment.

Court Commentary

1984 Amendment. Subdivision (a) is amended by adding a sentence to emphasize the authority given in rule 1.270(b) for the severing of issues for trial.

Subdivision (c) is amended to delete the reference to law actions so that the rule will apply to all actions in which unliquidated damages are sought.

RULE 1.442. PROPOSALS FOR SETTLEMENT

(a) Applicability. This rule applies to all proposals for settlement authorized by Florida law, regardless of the terms used to refer to such offers, demands, or proposals, and supersedes all other provisions of the rules and statutes that may be inconsistent with this rule.

(b) Service of Proposal. A proposal to a defendant shall be served no earlier than 90 days after service of process on that defendant; a proposal to a plaintiff shall be served no earlier than 90 days after the action has been commenced. No proposal shall be served later than 45 days before the date set for trial or the first day of the docket on which the case is set for trial, whichever is earlier.

(c) Form and Content of Proposal for Settlement.

(1) A proposal shall be in writing and shall identify the applicable Florida law under which it is being made.

(2) A proposal shall:

(A) name the party or parties making the proposal and the party or parties to whom the proposal is being made;

(B) identify the claim or claims the proposal is attempting to resolve;

(C) state with particularity any relevant conditions;

(D) state the total amount of the proposal and state with particularity all nonmonetary terms of the proposal;

(E) state with particularity the amount proposed to settle a claim for punitive damages, if any;

(F) state whether the proposal includes attorneys' fees and whether attorneys' fees are part of the legal claim; and

(G) include a certificate of service in the form required by rule 1.080(f).

(3) A proposal may be made by or to any party or parties and by or to any combination of parties properly identified in the proposal. A joint proposal shall state the amount and terms attributable to each party.

(d) **Service and Filing.** A proposal shall be served on the party or parties to whom it is made but shall not be filed unless necessary to enforce the provisions of this rule.

(e) **Withdrawal.** A proposal may be withdrawn in writing provided the written withdrawal is delivered before a written acceptance is delivered. Once withdrawn, a proposal is void.

(f) Acceptance and Rejection.

(1) A proposal shall be deemed rejected unless accepted by delivery of a written notice of acceptance within 30 days after service of the proposal. The provisions of rule 1.090(e) do not apply to this subdivision. No oral communications shall constitute an acceptance, rejection, or counteroffer under the provisions of this rule.

(2) In any case in which the existence of a class is alleged, the time for acceptance of a proposal for settlement is extended to 30 days after the date the order granting or denying certification is filed.

(g) **Sanctions.** Any party seeking sanctions pursuant to applicable Florida law, based on the failure of the proposal's recipient to accept a proposal, shall do so by serving a motion in accordance with rule 1.525.

(h) Costs and Fees.

(1) If a party is entitled to costs and fees pursuant to applicable Florida law, the court may, in its discretion, determine that a proposal was not made in good faith. In such case, the court may disallow an award of costs and attorneys' fees.

(2) When determining the reasonableness of the amount of an award of attorneys' fees pursuant to this section, the court shall consider, along with all other relevant criteria, the following factors:

(A) The then-apparent merit or lack of merit in the claim.

(B) The number and nature of proposals made by the parties.

(C) The closeness of questions of fact and law at issue.

(D) Whether the party making the proposal had unreasonably refused to furnish information necessary to evaluate the reasonableness of the proposal.

(E) Whether the suit was in the nature of a test case presenting questions of far-reaching importance affecting nonparties.

(F) The amount of the additional delay cost and expense that the party making the proposal reasonably would be expected to incur if the litigation were to be prolonged.

(i) **Evidence of Proposal.** Evidence of a proposal or acceptance thereof is admissible only in proceedings to enforce an accepted proposal or to determine the imposition of sanctions.

(j) **Effect of Mediation.** Mediation shall have no effect on the dates during which parties are permitted to make or accept a proposal for settlement under the terms of the rule.

Committee Notes

1996 Amendment. This rule was amended to reconcile, where possible, sections 44.102(6) (formerly 44.102(5)(b)), 45.061, 73.032, and 768.79, Florida Statutes, and the decisions of the Florida Supreme Court in *Knealing v. Puleo*, 675 So. 2d 593 (Fla. 1996), *TGI Friday's, Inc. v. Dvorak*, 663 So. 2d 606 (Fla. 1995), and *Timmons v. Combs*, 608 So. 2d 1 (Fla. 1992). This rule replaces former rule 1.442, which was repealed by the *Timmons* decision, and supersedes those sections of the Florida Statutes and the prior decisions of the court, where reconciliation is impossible, in order to provide a workable structure for proposing settlements in civil actions. The provision which requires that a joint proposal state the amount and terms attributable to each party is in order to conform with *Fabre v. Marin*, 623 So. 2d 1182 (Fla. 1993).

2000 Amendment. Subdivision (f)(2) was added to establish the time for acceptance of proposals for settlement in class actions. "Filing" is defined in rule 1.080(e). Subdivision (g) is amended to conform with new rule 1.525.

RULE 1.450. EVIDENCE

(a) **Record of Excluded Evidence.** In an action tried by a jury if an objection to a question propounded to a witness is sustained by the court, the examining attorney may make a specific offer of what the attorney expects to prove by the answer of the witness. The court may require the offer to be made out of the hearing of the jury. The court may add such other or further statement as clearly shows the character of the evidence, the form in which it was offered, the objection made, and the ruling thereon. In actions tried without a jury the same procedure may be followed except that the court upon request shall take and report the evidence in full unless it clearly appears that the evidence is not admissible on any ground or that the witness is privileged.

(b) **Filing.** When documentary evidence is introduced in an action, the clerk or the judge shall endorse an identifying number or symbol on it and when proffered or admitted in evidence, it shall be filed by the clerk or judge and considered in the custody of the court and not withdrawn except with written leave of court.

Committee Notes

1971 Amendment. Subdivision (d) is amended to eliminate the necessity of a court order for disposal of exhibits. The clerk must retain the exhibits for 1 year unless the court permits removal earlier. If removal is not effected within the year, the clerk may destroy or dispose of the exhibits after giving the specified notice.

1996 Amendment. Former subdivision (a) entitled "Adverse Witness" is deleted because it is no longer needed or appropriate because the matters with which it deals are treated in the Florida Evidence Code.

Court Commentary

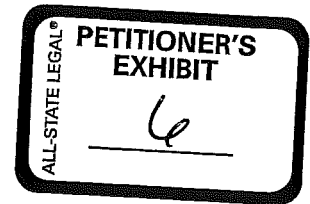
1984 Amendment. Subdivision (d) was repealed by the supreme court; see 403 So. 2d 926.

Subdivision (e): This rule was originally promulgated by the supreme court in *Carter v. Sparkman*, 335 So. 2d 802, 806 (Fla. 1976).

In *The Florida Bar, in re Rules of Civil Procedure*, 391 So. 2d 165 (Fla. 1980), the court requested the committee to consider the continued appropriateness of rule 1.450(e). In response, the committee recommended its deletion. After oral argument in *The Florida Bar: In re Rules of Civil Procedure*, 429 So. 2d 311, the court specifically declined to abolish the rule or to adopt a similar rule for other types of actions.

The committee again considered rule 1.450(e) in depth and at length and again recommends its deletion for the reason that no exception should be made in the rule to a particular type of action.

Subdivision (f): The West's Desk Copy Florida Rules of Court, at page 62, points out:

768.79**Statutes****Title XLV [45] TORTS****Chapter 768 NEGLIGENCE****768.79 Offer of judgment and demand for judgment.****768.79 Offer of judgment and demand for judgment.**

(1) In any civil action for damages filed in the courts of this state, if a defendant files an offer of judgment which is not accepted by the plaintiff within 30 days, the defendant shall be entitled to recover reasonable costs and attorney's fees incurred by her or him or on the defendant's behalf pursuant to a policy of liability insurance or other contract from the date of filing of the offer if the judgment is one of no liability or the judgment obtained by the plaintiff is at least 25 percent less than such offer, and the court shall set off such costs and attorney's fees against the award. Where such costs and attorney's fees total more than the judgment, the court shall enter judgment for the defendant against the plaintiff for the amount of the costs and fees, less the amount of the plaintiff's award. If a plaintiff files a demand for judgment which is not accepted by the defendant within 30 days and the plaintiff recovers a judgment in an amount at least 25 percent greater than the offer, she or he shall be entitled to recover reasonable costs and attorney's fees incurred from the date of the filing of the demand. If rejected, neither an offer nor demand is admissible in subsequent litigation, except for pursuing the penalties of this section.

(2) The making of an offer of settlement which is not accepted does not preclude the making of a subsequent offer. An offer must:

- (a) Be in writing and state that it is being made pursuant to this section.
- (b) Name the party making it and the party to whom it is being made.
- (c) State with particularity the amount offered to settle a claim for punitive damages, if any.
- (d) State its total amount.

The offer shall be construed as including all damages which may be awarded in a final judgment.

(3) The offer shall be served upon the party to whom it is made, but it shall not be filed unless it is accepted or unless filing is necessary to enforce the provisions of this section.

(4) An offer shall be accepted by filing a written acceptance with the court within 30 days after service. Upon filing of both the offer and acceptance, the court has full jurisdiction to enforce the settlement agreement.

(5) An offer may be withdrawn in writing which is served before the date a written acceptance is filed. Once withdrawn, an offer is void.

(6) Upon motion made by the offeror within 30 days after the entry of judgment or after voluntary or involuntary dismissal, the court shall determine the following:

(a) If a defendant serves an offer which is not accepted by the plaintiff, and if the judgment obtained by the plaintiff is at least 25 percent less than the amount of the offer, the defendant shall be awarded

reasonable costs, including investigative expenses, and attorney's fees, calculated in accordance with the guidelines promulgated by the Supreme Court, incurred from the date the offer was served, and the court shall set off such costs in attorney's fees against the award. When such costs and attorney's fees total more than the amount of the judgment, the court shall enter judgment for the defendant against the plaintiff for the amount of the costs and fees, less the amount of the award to the plaintiff.

(b) If a plaintiff serves an offer which is not accepted by the defendant, and if the judgment obtained by the plaintiff is at least 25 percent more than the amount of the offer, the plaintiff shall be awarded reasonable costs, including investigative expenses, and attorney's fees, calculated in accordance with the guidelines promulgated by the Supreme Court, incurred from the date the offer was served.

For purposes of the determination required by paragraph (a), the term "judgment obtained" means the amount of the net judgment entered, plus any postoffer collateral source payments received or due as of the date of the judgment, plus any postoffer settlement amounts by which the verdict was reduced. For purposes of the determination required by paragraph (b), the term "judgment obtained" means the amount of the net judgment entered, plus any postoffer settlement amounts by which the verdict was reduced.

(7)(a) If a party is entitled to costs and fees pursuant to the provisions of this section, the court may, in its discretion, determine that an offer was not made in good faith. In such case, the court may disallow an award of costs and attorney's fees.

(b) When determining the reasonableness of an award of attorney's fees pursuant to this section, the court shall consider, along with all other relevant criteria, the following additional factors:

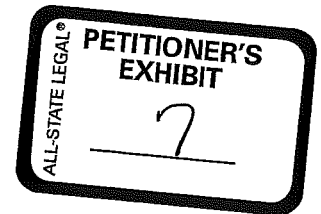
1. The then apparent merit or lack of merit in the claim.
2. The number and nature of offers made by the parties.
3. The closeness of questions of fact and law at issue.
4. Whether the person making the offer had unreasonably refused to furnish information necessary to evaluate the reasonableness of such offer.
5. Whether the suit was in the nature of a test case presenting questions of far-reaching importance affecting nonparties.
6. The amount of the additional delay cost and expense that the person making the offer reasonably would be expected to incur if the litigation should be prolonged.

(8) Evidence of an offer is admissible only in proceedings to enforce an accepted offer or to determine the imposition of sanctions under this section.

History.--s. 58, ch. 86-160; s. 48, ch. 90-119; s. 1175, ch. 97-102.

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**57.105****Statutes****Title VI [6] CIVIL PRACTICE AND PROCEDURE****Chapter 57 COURT COSTS****57.105 Attorney's fee; sanctions for raising unsupported claims or defenses; service of motions; damages for delay of litigation.****57.105 Attorney's fee; sanctions for raising unsupported claims or defenses; service of motions; damages for delay of litigation.**

(1) Upon the court's initiative or motion of any party, the court shall award a reasonable attorney's fee to be paid to the prevailing party in equal amounts by the losing party and the losing party's attorney on any claim or defense at any time during a civil proceeding or action in which the court finds that the losing party or the losing party's attorney knew or should have known that a claim or defense when initially presented to the court or at any time before trial:

- (a) Was not supported by the material facts necessary to establish the claim or defense; or
- (b) Would not be supported by the application of then-existing law to those material facts.

However, the losing party's attorney is not personally responsible if he or she has acted in good faith, based on the representations of his or her client as to the existence of those material facts. If the court awards attorney's fees to a claimant pursuant to this subsection, the court shall also award prejudgment interest.

(2) Paragraph (1)(b) does not apply if the court determines that the claim or defense was initially presented to the court as a good faith argument for the extension, modification, or reversal of existing law or the establishment of new law, as it applied to the material facts, with a reasonable expectation of success.

(3) At any time in any civil proceeding or action in which the moving party proves by a preponderance of the evidence that any action taken by the opposing party, including, but not limited to, the filing of any pleading or part thereof, the assertion of or response to any discovery demand, the assertion of any claim or defense, or the response to any request by any other party, was taken primarily for the purpose of unreasonable delay, the court shall award damages to the moving party for its reasonable expenses incurred in obtaining the order, which may include attorney's fees, and other loss resulting from the improper delay.

(4) A motion by a party seeking sanctions under this section must be served but may not be filed with or presented to the court unless, within 21 days after service of the motion, the challenged paper, claim, defense, contention, allegation, or denial is not withdrawn or appropriately corrected.

(5) In administrative proceedings under chapter 120, an administrative law judge shall award a reasonable attorney's fee and damages to be paid to the prevailing party in equal amounts by the losing party and a losing party's attorney or qualified representative in the same manner and upon the same basis as provided in subsections (1)-(4). Such award shall be a final order subject to judicial review pursuant to s. 120.68. If the losing party is an agency as defined in s. 120.52(1), the award to the prevailing party shall be against and paid by the agency. A voluntary dismissal by a nonprevailing party does not divest the administrative law judge of jurisdiction to make the award described in this subsection.

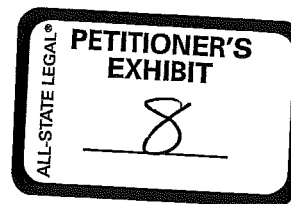
(6) The provisions of this section are supplemental to other sanctions or remedies available under law or under court rules.

(7) If a contract contains a provision allowing attorney's fees to a party when he or she is required to take any action to enforce the contract, the court may also allow reasonable attorney's fees to the other party when that party prevails in any action, whether as plaintiff or defendant, with respect to the contract. This subsection applies to any contract entered into on or after October 1, 1988.

History.--s. 1, ch. 78-275; s. 61, ch. 86-160; ss. 1, 2, ch. 88-160; s. 1, ch. 90-300; s. 316, ch. 95-147; s. 4, ch. 99-225; s. 1, ch. 2002-77; s. 9, ch. 2003-94.

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Smiths Wonder: What Is Hagel-Smith Hiding? To Contest Settlement

By Joan Lownds
Greenwich Citizen

After Jennifer Hagel-Smith lashed out at the Smith family this week, their attorney answered with charges about Hagel-Smith's behavior on the night that George Smith IV disappeared. Smith, 26, vanished from their Royal Caribbean honeymoon cruise last July 5. Brett Rivkind, the family attorney, cited media reports in which Hagel-Smith described the Smith family's "misplaced anger and resentment" stemming from her recent settlement with Royal Caribbean International. The Smith family has questioned the motivation behind Hagel-Smith's settlement of her wrongful death lawsuit.

"The quick settlement is concerning," said Bree Smith, in an exclusive interview with the Greenwich Citizen. "We feel comfortable in saying that in our opinion, she is hiding something." Added Rivkind, "The Smith family has always had reason to question Jennifer. She is the only one who showed signs of animosity toward George that night. She kicked him, according to eyewitnesses, although at one time she said she didn't remember, then another time flatly denied it, saying it was absurd." Later that night, Rivkind said, "She never could account for her whereabouts for an hour, more or less, before being found passed out in the hallway near Josh Askin's cabin

. She didn't seem to care that George wasn't in the cabin when she was taken back there, nor when she woke up two hours early for her massage." (She reportedly arrived at 8:30.) Rivkind also questioned Hagel-Smith's denial "of the statement she told the cruiseline that George slept in other cabins during their honeymoon cruise, which was the reason she didn't get suspicious or worried when he wasn't there. If he didn't, which she denies, then should she have worried where he was?" In the months following Smith's disappearance, Hagel-Smith stayed at the Smith family's home, but "wouldn't discuss what she knew with them," Rivkind maintained.

"She told them she didn't want to be deposed." The attorney also cited "the sudden settlement at the last moment, one year later, without ever filing suit and then issuing press releases to commend the cruiseline. These are some of the facts that caused the Smiths to express suspicions." After Smith's disappearance, both Hagel-Smith and his family sued the cruiseline. But the Smiths maintained that Hagel-Smith's separate settlement of her wrongful death suit will restrict the flow of information they seek. This served to heighten suspicions, according to Bree Smith. "Jennifer said several times in our house, before we cut off contact with her last October, that she did not want to be deposed in a civil or criminal suit," Bree Smith said.

"I thought that was a strange statement to make. Why wouldn't she want to testify, to help bring to justice the people who murdered my brother? It is suspicious, in my opinion." Bree Smith noted that under the terms of the settlement, valuable information about the circumstances of George Smith's disappearance will not be provided to the Smith family "unless we, too, settle our interests and sign away our ability to get sworn testimony under oath and the other discovery procedures that we so desperately need."

Hagel-Smith, however, will now have access to a wide range of information from the cruise line. According to her lawyer, James Walker, this will include "logs, reports, witness statements, (which typically cannot be obtained even after a lawsuit is filed) and we can look at the surveillance videos, car key reports, and so forth." The monetary terms of the settlement were not disclosed. In the months immediately following George Smith's disappearance, Hagel-Smith refused to discuss the FBI's investigation, citing confidentiality, Bree Smith said. "She told my family that the FBI said not to discuss the investigation with them."

But the FBI told us later that there was no gag order. She was using the FBI as an excuse so she wouldn't have to provide information to my family," Bree Smith said. "She knows more than she is telling." Expressing deepening concerns, Bree Smith said, "Given the extent of her suspicious behavior over the past year, it is not clear to us whether Jennifer is hiding behavior that is just embarrassing or of some greater importance to the investigation. We have reported all such behavior to the FBI as it has occurred."

Walker denied this, saying, "Jennifer has taken a polygraph by the FBI and passed, of course. The FBI released a statement long ago that Jennifer fully cooperated. The cruise line is opening its files to us. We need to shift the focus onto the individuals who may be responsible for George's death, rather than making such statements." Also, Walker said, "The Smith family is entitled to take her deposition in their lawsuit against the cruise line. Jennifer will be pleased to appear, raise her right hand, and tell everything she knows." In response, Smith family attorney Brett Rivkind said, "We hope that is so."

We were previously denied requests to allow me to interview her directly, without a deposition, with Walker present, of course. The Smiths specifically asked permission to have me ask her questions, but they refused to allow me to do so. "This contributed to the ongoing tension or concerns. So time will tell if that statement of his comes to fruition. Of course they may not have a choice, as we do have a right to take depositions." In Hagel-Smith's press release, she also praised "the cruise line president and leaders who heard our voices and began this civilized, informative, and productive dialogue."

This marked a sharp contrast to Hagel-Smith's previous claims that she had been "thrown off" the Brilliance of the Seas after George Smith disappeared, and left to fend for herself in Turkey without financial resources or assistance. Similarly, Walker has been an outspoken critic of the cruise industry. In a previous interview, he said, "In the 39-year history of Royal Caribbean, there has never been a single conviction of anyone regarding a serious crime on a Royal Caribbean fleet murder, rape or any kind of sexual assault or battery! We can debate comparative statistics regarding crime ashore versus on the ship, but a cruise ship is a safe place to commit a crime because no one is ever convicted, unfortunately."

But Bree Smith said since Walker and Hagel-Smith's settlement was made "before finding out the true extent of cover-up behavior in George's case, it does a disservice to other future crime victims because the behavior is not fully exposed and RCCL is not held accountable for it."

Hagel-Smith's statements praising cruise industry officials surprised the Smiths as well. "Not just the settlement, but to agree to press releases commending the industry that has done what they have done is a disservice to George, other victims, the International Cruise Victims (ICV) and Congress, especially Christopher Shays, because it suggests they have been acting in a good way and this is not true. Not only did she settle but the press releases really are what is so shocking."

The ICV is an organization started by the Smiths to assist other cruise crime victims, tighten security and promote greater accountability by the cruise lines. Hagel-Smith had endorsed the group and appeared with ICV members at a press conference during the recent congressional hearings on cruise ship safety. Working with the ICV, Shays recently proposed new legislation aimed at tightening security aimed at these goals. The settlement deal was not made known to the Smiths until it had been finalized, according to Bree Smith. "We were told up to last minute that we would be filing our individual claims jointly with Jennifer's wrongful death suit."

Jennifer is the administrator of George's estate based on probate law despite the fact that she was married to George for 10 days. "After the settlement was reached, "We were faxed a copy of the press release announcing the fact that Jennifer had reached a proposed settlement with Royal Caribbean," Bree Smith said. "In the estate, she has fiduciary obligations to my parents, yet she entered into secret negotiations with Royal Caribbean and reached a proposed settlement of my parents' claims without their knowledge." The Smiths are suing for intentional infliction of emotional distress and invasion of privacy by Royal Caribbean.

Hagel-Smith's settlement is subject to approval by the Greenwich Probate Court, where the Smiths will contest it. "We think that Jennifer's behavior as well as the behavior of her attorney is outrageous and unethical and we will pursue all legal avenues against this behavior, including challenging it in Probate Court." Added Maureen Smith, mother of George, "Jennifer and James Walker should hang their heads in shame. They don't want us to find out what happened to George, but we are going to keep going until we get answers and justice."

Seeking information was the intent of the Smiths' lawsuit, and the joint claim with Jennifer, explained Bree Smith. "This is not about money for my family. We would be happy with a one-cent jury verdict if Royal Caribbean was found liable for their wrongdoing and we were able to find out the tragic circumstances surrounding George's death." The Smiths charged the cruise line with employing a "divide and conquer strategy. It's not going to work with us," Maureen Smith maintained. In their quest for answers, the Smiths recently hired a Stamford private investigator, Vito Colucci. They also received the support of Gov. M Jodi Rell, who backs Shays' new cruise ship safety and accountability legislation. "We spoke to her the other day and she said she supports the bill," Maureen Smith said.

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F - -

To: Liz Byrne

WALKER & O'NEILL, P.A.
Plaza 57, Suite 430
7301 S.W. 57th Court
South Miami, Florida 33143

Telephone No. (305) 995-5300

Facsimile (305) 995-5310

FAX COVER SHEET

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Date: March 5, 2008

**TOTAL NUMBER OF PAGES
(including cover sheet):** 4

TO: James M. Walker - Attorney for
Jennifer Hagel-Smith
(in sitting area for Judge Hopper)
Greenwich Town Hall Probate Division

FAX NUMBER: (203) 622-6451

FROM: Betsy Benitez
Legal Assistant to James M. Walker

RE: Estate of George A. Smith, IV

Please provide the attached items to attorney James M. Walker.

Thank you.

Curtis Mase is the Managing Shareholder and the founding attorney of Mase & Lara. His main area of practice is civil litigation emphasizing personal injury, commercial litigation, maritime and admiralty, class actions, and labor law. He has tried hundreds of jury and non jury matters.

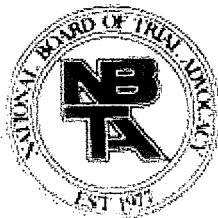
Mr. Mase is board certified in civil trial law by the Florida Bar and the National Board of Trial Advocacy. He has served as National coordinating counsel for a publicly traded company in connection with nationwide class action litigation, and has successfully tried class actions on behalf of the firm's clients. In addition to his trial practice Mr. Mase has argued numerous appeals in both state and federal court, including the Florida Supreme Court.

Born in Coral Gables, Florida, Mr. Mase earned his B.A. with a dual major in English and Business from Florida State University in 1982. He graduated from Florida State University College of Law, with honors, in 1984. While in law school he was a member of the Moot Court and the Journal of Land Use and Environmental Law.

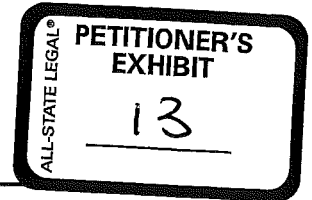
Mr. Mase is a member of the American Bar Association, the Federal Bar Association, the Florida Bar, the Dade County Bar Association, the Maritime Law Association of the United States, the Southeastern Admiralty Law Institute and the Marine Council. He has served on the American Bar Association's Committee on Admiralty and Maritime Litigation, the Florida Bar Code and Rules of Evidence Committee, the Florida Bar Admiralty Committee and the Dade County Bar Association's Civil Litigation Committee. Mr. Mase currently serves on the Cruise Line Committee of the Maritime Law Association of the United States, the Florida Bar Code and Rules of Evidence Committee, the Florida Bar Admiralty Law Committee and the Florida Bar Grievance Committee.

Mr. Mase has written and lectured on a number of subjects including trial practice and procedure, evidence and admiralty and maritime law. Mr. Mase is admitted to practice in the United States Supreme Court, the Eleventh Circuit Court of Appeals, the United States District Courts for the Middle and Southern Districts of Florida and all Florida state courts.

In 2006 and 2007, South Florida Legal Guide magazine selected Mr. Mase as a "Top Lawyer" among South Florida lawyers. In addition, Mr. Mase has also been recognized by *Law & Politics* as a Florida Super Lawyer.



455 So.2d 1342; Winn-Dixie Stores, Inc. v. Gonyea;



 Page 1342

WINN-DIXIE STORES, INC., a Florida corporation, Petitioner, v. Arthur S. GONYEA and Nancy A. Gonyea, his wife, Respondents.

No. 84-867.

Florida Court of Appeals, Second District.

September 26, 1984

George G. Vaka of Fowler, White, Gillen, Boggs, Villareal & Banker, Tampa, for petitioner.

Robert J. Kelly of Brandt & Kelly, Dunedin, and Craig C. Villanti, New Port Richey, for respondents.

HOBSON, Acting Chief Judge.

Petitioner, Winn-Dixie Stores, Inc. (hereinafter "Winn-Dixie"), defendant below in a personal injury action, seeks a writ of certiorari to review a discovery order requiring the defendant to produce statements of eyewitnesses to the incident given to Winn-Dixie's insurance adjusting firm. We grant the petition and quash the lower court's order.

 Page 1343

This action commenced when the Gonyeas, husband and wife, filed a complaint alleging that Arthur Gonyea slipped and fell on Winn-Dixie's premises while a business invitee. As a result, Arthur Gonyea allegedly sustained permanent injuries and Nancy Gonyea sustained a loss of consortium. Winn-Dixie answered. Discovery commenced and on August 22, 1983, the Gonyeas' first set of interrogatories to Winn-Dixie was served. On August 23, 1983, the Gonyeas served requests for production numbered 1 through 5. Number 5 requested

any and all written, recorded or transcribed statements of any witnesses to the incident mentioned in the complaint, whether eyewitness or witnesses with knowledge of the surrounding facts and circumstances.

Winn-Dixie's response was served with written objections to requests numbers 3 through 5 on the grounds that the materials requested were work product.

Answers to the interrogatories propounded on Winn-Dixie were served. Interrogatory 15 asked whether or not Winn-Dixie obtained any statements from any witnesses to the accident and, if so, to provide the names and addresses of those persons. Winn-Dixie provided the name of the representative of its insurance adjusting firm as the person taking such statements and the names of Debbie Summers and Jeff Bolda as the persons making such statements. Summers' and Bolda's depositions were taken. The Gonyeas filed a motion to compel discovery concerning their request to produce. The motion alleged, inter alia, that Winn-Dixie had failed to respond to the request, and that the Gonyeas required the information to be produced in the interest of justice. The court granted the motion to compel as to request number 5.

purported eyewitnesses varied in material respects. Again, although the Gonyeas make a forceful argument, we are compelled to disagree.

Rule 1.280(b)(2) clearly sets forth the criteria for overcoming the work product privilege. The rule provides in pertinent part:

(2) Trial Preparation: Materials. Subject to the provisions of subdivision (b)(3) of this rule, a party may obtain discovery of documents and tangible things otherwise discoverable under subdivision (b)(1) of this rule and prepared in anticipation of litigation or for trial by or for another party or by or for that party's representative, including his attorney, consultant, surety, indemnitor, insurer or agent, only upon a showing that the party seeking discovery has need of the materials in the preparation of his case and that he is unable without undue hardship to obtain the substantial equivalent of the materials by other means

Having found that the subject statements were within the scope of Winn-Dixie's work product, there remains for our consideration whether the Gonyeas made a showing of the requisite need and inability to obtain the substantial equivalent of the recorded statements. Even assuming the cases cited by the Gonyeas establish the requisite "need" in this case, we agree with Winn-Dixie that the Gonyeas failed to make a showing of their inability to obtain "substantially equivalent" materials. The trial court did not read the recorded statements nor, of course, did the Gonyeas know of the contents of the statements. Thus, there is no way of knowing whether or not the deposition statements are the "substantial equivalent" of the statements taken shortly after the accident by Winn-Dixie's insurance adjuster. Even if the requested statements were to conflict with the deposition testimony, we hold that such a foundation is insufficient to penetrate the work product privilege under rule 1.280(b)(2). See Dade County v. Monroe.

Accordingly, we grant the petition for writ of certiorari and quash the trial court's order compelling Winn-Dixie to produce request for production number 5.

PETITION FOR WRIT OF CERTIORARI GRANTED.

BOARDMAN and SCHOONOVER, JJ., concur.

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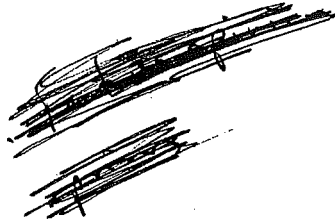
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IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.:

Plaintiff,



Defendant.

ALL-STATE LEGAL®
PETITIONER'S
EXHIBIT
14

**DEFENDANT'S REPLY MEMORANDUM OF LAW
WITH RESPECT TO WORK PRODUCT**

COMES NOW the Defendant, **ROYAL CARIBBEAN CRUISES LTD.**, by and through its undersigned attorneys and hereby files its response to the Plaintiff's form boiler plate Memorandum of Law regarding work product and would respectfully show the Court as follows:

The Plaintiff would have this Court erroneously believe that work product privilege is strictly limited to materials prepared at the express direction of Defendant's litigation counsel, which contain nothing other than counsel's legal opinions and strategies. This stilted view in no way accurately portrays Florida law.

INCIDENT REPORTS

The thrust of the Plaintiff's Memorandum appears to be directed to the production of Defendant's incident reports and is based in large measure upon a total misrepresentation of the Fourth District Court of Appeals opinion in *Sears Roebuck & Company v. Scott*, 481 So.2d 968 (Fla. 4th DCA 1986) which in fact expressly rejects many of the contentions set forth by the Plaintiff.

The Florida cases are legion which hold that it is **reversible error** to order the

production of internal incident reports prepared by a Defendant's employees immediately following an accident, long before litigation counsel become involved. *E.g. Winn Dixie Stores, Inc. v. Nakutis*, 435 So.2d 307(Fla. 5th DCA 1983)(granting writ of cert); *Albertson's, Inc. v. Howells*, 518 So.2d 291 (Fla. 2d DCA 1987) (granting writ of cert); *Sears Roebuck & Company v. Scott*, 481 So.2d 968(Fla. 4th DCA 1986 (granting writ of cert); *Mt. Sinai Medical Center v. Shulte*, 546 So.2d 37 (Fla. 3d DCA 1989)(granting writ of cert); *Debortolo - Aventura v. Hernandez*, 638 So.2d 988 (Fla 3d DCA 1994); *Sligar v. Tucker*, 267 So.2d 54 (Fla. 4th DCA 1972); *Fogarty Bros. Transfer Company v. Perkins*, 252 So. 2d 655 (Fla. 2d DCA 1971); *Florida Cypress Gardens v. Murphy*, 471 So.2d 203 (Fla. 2d DCA 1985)(granting writ of cert); *Healthtrust, Inc. v. Saunders*, 651 So.2d 188 (Fla. 4th DCA 1995), *Winn-Dixie Stores, Inc. v. Freeland*, 1999 FLW 5th DCA 2224 (9/24/99).

The fact that such reports are considered to have been made in contemplation of litigation, even where they are routinely prepared following all accidents on the Defendant's premises is also clearly recognized under Florida law. As pointed out by the Fifth Circuit in *Nakutis, supra* at p. 308:

It is hardly arguable that an accident report of a slip and fall incident in a grocery store, prepared by the grocery store employees or agents, is not a document prepared in anticipation of litigation. Those reports certainly are not prepared because of some morbid curiosity about how people fall at the market.

Also see Sears Roebuck & Company v. Scott, 481 So.2d 968(Fla. 4th DCA 1986); *Sligar v. Tucker*, 267 So.2d 54 (Fla. 4th DCA 1972).

It is also elementary that the fact that investigation is performed prior to a formal claim in no way removes its work product protection. *E.g. Florida Cypress Gardens v. Murphy*, 471 So.2d 203 (Fla. 2d DCA 1985); *Anchor National Financial Services, Inc. v. Smeltz*, 546 So.2d 760 (Fla. 2d DCA 1989); *Waste Management, Inc. v. FP & L*, 571 So.2d 507 (Fla. 2d DCA 1990). As observed by the Court in *Murphy, supra* at p. 205:

We know of no reason for drawing such an arbitrary date line in a situation such as this. To do so would be to penalize the diligence of the (Defendant] in promptly investigating a potential claim, even though Notice of Claim had not been filed with it.

Accordingly, "even preliminary investigative materials are privileged, if compiled in response to some event which foreseeably could be made the basis of a claim." *Smeltz, supra* at p. 761. It is not necessary that the litigation be ongoing or even imminent, but merely foreseeable. *Waste Management, Inc. v. Florida Power & Light*, 571 So.2d 507(Fla. 2d DCA 1990).

The fact that the incident report may also serve some other purpose will not cause it to lose its work product protection. *See e.g. Marshalls of MA, Inc. v. Minsal*, 932 So.2d 444 (Fla.. 3rd DCA 2006)(the additional use of the incident report for risk management purposes will not cause it to lose its work product status), *Federal Express Corp. v. Cantway*, 778 So.2d 1052 (Fla. 4th DCA 2001)(the fact that the reports were also used for accident prevention purposes did not remove their privileged status), *Dist. Bd. Of Trustees of Miami-Dade Cmty College v. Chao*, 739 So.2d 105 (Fla.3d DCA 1999)(additional use to advise other departments of remedial measures taken did not cause report to lose work product protection).

STATEMENTS

It is equally as well settled that statements taken in contemplation of litigation are also protected as work product. *E.g. Florida Cypress Gardens, supra, Winn Dixie Stores, Inc. v. Gonyea*, 455 So.2d 1342 (Fla. 2d DCA 1984); *Adventist Health System/Sun Belt, Inc. v. Lake*, 556 So.2d 819 (Fla. 5th DCA 1990); *Publix Super Markets v. Kostrubanic*, 421 So.2d 52 (Fla. 1st DCA 1982); *Hornsby v. Crocker & Company*, 620 So.2d 262 (Fla.4th DCA 1993); *National Car Rental System v. Kosakowski*, 659 so.2d 455 (Fla 4th DCA1995). It is also not necessary that the statement be taken by or at the express direction of defense counsel to be protected. *E.g. Gonyea (insurance adjuster), supra, Karch v. Mackay*, 453 So.2d 452 (Fla. 4th DCA 1984) (employer).

PRELIMINARY INVESTIGATIONS

The same protection has also been given to preliminary and presuit investigations and/or safety files, regardless of whether compiled internally or by insurance adjustors, litigation counsel or specially retained expert witnesses. *American Reliance Ins. Co. v. Rosemun & Condominium Homeowners Assoc.*, 671 So.2d 250 (Fla. 3d DCA 1996); *Florida Cypress Gardens, supra*, *Smeltz, supra*, *Waste Management, Inc. v Florida Power & Light Co.*, 571 So.2d 507 (Fla. 2d DCA 1990), *Wackenhut Corp. GrantHeisz Enterprises, Inc.*, 451 So.2d 900 (Fla. 2d DCA 1984); *National Car Rental, supra*.

Documents and other tangible items prepared by an investigator retained by legal counsel in anticipation of litigation are also protected under the work product doctrine. *Insurance Company of North America v. Noya*, 398 So.2d 836 (Fla. 5th DCA 1981); *Alachua General Hospital v. Zimmer U.S.A, Inc.*, 403 So.2d 1087(Fla. 5th DCA 1981). Under Florida law, the work product privilege also includes materials prepared by non-attorneys, regardless of whether or not under the direction of an attorney at the time. *Procter & Gamble v. Swilley*, 462 So.2d 1188 (Fla 1st DCA 1985). Also see Fla.R.Civ.P. 1.280(b). Therefore, investigators files constitute work product, when prepared in anticipation of litigation, even though the litigation may not have been initiated at the time. *Anchor National Financial Services, Inc. v. Smeltz*, 546 So.2d 760 (Fla. 2d D.C.A. 1989). Also see *Florida Cypress Gardens v. Murphy*, 471 So.2d 203 (Fla. 2d D.C.A.1985), *Winn Dixie Stores, Inc. v. Nakutis*, 435 So.2d 307 (Fla. 5th D.C.A. 1983).

CORRESPONDENCE & INTEROFFICE MEMOS

Communication on legal matters between corporate counsel and corporate employees. *Shell Oil Co. v. Par Four Partnership*, 638 So.2d 1050 (Fla 4th DCA 1994).

PHOTOGRAPHS AND VIDEOTAPES

It is also axiomatic that photographs and video tapes prepared by a party following an accident or which attempt to recreate the accident are also work product. *Falco v. North Shore Laboratories Corp.*, 868 So.2d 659 (Fla. 1st DCA 2004), *Florida Cypress Gardens, supra*, *Horne v. K-Mart Corp.*, 558 So.2d 1079(Fla. 4th DCA 1990); *Gilmor Trading Corp. v. Lind Electric*,

Inc., 555 So.2d (Fla. 3d DCA 1990); *CSX Transportation v. Carpenter*, 725 So. 2d 434 (Fla 4th DCA 1999) (even when scene has changed), *Florida East Coast RR. v. Jones*, 847 So.2d 1118 (Fla. 1st DCA 2003)(even when scene has changed). The mere fact that the accident scene may have changed is by itself not sufficient to establish the good cause necessary to overcome the work product privilege. *CSX Transportation, supra, Florida East Coast RR., supra.*

EXPERIMENTS

Similarly, experiments by experts and other expert investigation relating to the underlying facts of an accident also protected by the work product privilege, unless the expert is designated as a witness to testify at trial. *Horne, supra, Gilmore Trading, supra, Ruiz v. Brea*, 489 So. 2d 1136 (Fla 3rd DCA 1986) (*opinion on rehearing*), *Wackenhut Corp., supra*. Until the party actually decides to call the expert at trial, even the expert's identity is not discoverable. See *Ruiz, supra*.

GOVERNMENT REQUIREMENTS

Contrary to the non-Florida cases cited by the Plaintiff, Florida Courts have also held that documents do not lose their work product privilege, simply because the information in them may also be required to be compiled by OSHA or some other government agency. While the report filed with the governmental agency itself may be subject to discovery directly from the government agency, it is well settled that the documents and information prepared by Defendant to compile the report are not discoverable, where they are otherwise prepared in anticipation of litigation. *Marshalls of MA, Inc. v. Minsal*, 932 So.2d 444 (Fla. 3d DCA 2006), *Waste Management Systems (OSHA), supra, Fogarty Bros. Transfer Company v. Perkins*, 250 So.2d 655 (Fla. 2nd DCA 1971)(DOT, Federal Highway Administration).

PRIOR INCIDENT REPORTS

Documents also do not lose their work product privilege because of the fact that they were compiled in connection with prior litigation. E.g. *Jowanowitch v. Florida Power & Light*, 381 So.2d 750 (Fla. 5th DCA 1980), *Intercontinental Properties v. Samy*, 1997 FLW 3d DCA 203; *Florida Power & Light Co. v. Limeburner*, 397 So.2d 133(Fla. 4th DCA 1990), *Piper*

Aircraft v. Coulter, 391 So.2d 230(Fla. 4th DCA 1980); *DiBartolo-Aventura Inc. v. Hernandez*, 1994 FLW 3rd DCA 1289 (6/14/94); *Toward v. Cooper*, 1994 FLW 4th DCA 716 (3/30/94). Therefore, prior incident reports which were prepared in anticipation of litigation retain their work product protection in subsequent litigation involving later accidents. *E.g.* *Jowanowitch, supra, Limeburner, supra, Coulter, supra; Debartolo-Aventura Inc., supra, Samy, supra, Minsal, supra.*

PLAINTIFF'S BURDEN

It is also clear that the Plaintiff has failed to carry its burden of establishing the exceptional circumstances necessary to justify the production of work product documents. As pointed out by the Third District in *Debartolo Aventura, supra*, "Documents protected by the work product immunity must not be lightly invaded, but only upon a particularized showing of need establishing the criteria set fourth in Rule 1.280." When communications appear on their face to be privileged, the party seeking disclosure bears the burden of proving they are not. *Shell Oil Co., supra.*

It is therefore well settled that a bare assertion by a Plaintiff that it is need of the Defendant's work product is *legally insufficient* to permit such discovery. *Nakutis, supra, Falco, supra, Albertson's, supra, Proctor Gamble & Co. v. Swilley*, 462 So.2d 1188(Fla. 1st DCA 1985); *Carpenter, supra, Florida East Coast RR. v. Jones*, 847 So.2d 1118 (Fla. 1st DCA 2003). Likewise, an unsworn analysis by a party's attorney of undue hardship is also *insufficient as a matter of law. Id.* Instead, the party must show why it cannot obtain the substantial equivalent of the requested information and why the information that it can obtain is not the substantial equivalent through sworn testimony, live expert opinion or by affidavit. *Falco, supra, Swilley, supra, Carpenter, supra.*

The allegation that an incident report may yield additional information about the incident is also an insufficient basis to order such production. *Schulte, supra.* Likewise, the belief that a statement may contain inconsistencies with a witness's deposition testimony cannot justify its production. *Gonyea, supra, Dade County v. Monroe*, 237 So.2d 598 (Fla. 3d DCA 1970);

Kosakowski, supra. Similarly, the assertion that a witness's memory may now be failing due to the long period of time between the incident and the trial also may not afford a basis for such production. *Adventist Health Systems, supra*.

The fact that the production might also save the seeking party the ordinary costs of discovery is likewise an inappropriate basis. *Publix Supermarkets v. Kostrubanic*, 421 So.2d 52(Fla. 1st DCA 1982). Similarly the fact that information concerning prior incidents is relevant and within the knowledge of the Defendant, but not the Plaintiff, is also a legally insufficient, basis to order such production. *Dibartolo-Aventura, supra* (incident reports of prior incidents in a negligent security case).

The requisite showing of need also requires a strong showing of due diligence by the party seeking the discovery. *Swilley, supra*. Accordingly, a party's own inaction and failure to engage in meaningful discovery cannot provide a basis for establishing its inability to substantial equivalent of the requested information. *Swilley, supra*.

Likewise, the fact that the objecting party has asked for similar materials also does not constitute a waiver of the privilege. *Rosenberg v. Burgess*, 561 So.2d 436 (Fla. 4th DCA 1990)

Contrary to the suggestion sought to be conveyed by the Plaintiff:
A potential defendant's right to fully investigate and memorialize the results of its investigation should not be restricted any more than should a potential Plaintiff. Our system of adversary and dispute settlement by trial mandates that each side should be able to use its sources of investigation without fear for having to disclose it all to its opponents.

Florida Cypress, *supra* at p. 205, *Nakutis, supra* at p. 308.

PRIVILEGE LOG UNNECESSARY

It is well settled under Florida law that where a party opposing discovery objects on the grounds that the request for documents or information is over broad and burdensome that a privilege log is not required to be filed until after the preliminary objection is resolved.

Until the court rules on the request, the party responding to the discovery does not know what will fall within the category of discoverable documents. If the party is

is correct in her assertion that the documents requested are burdensome to produce, why should she still go through all the requested documents to determine which ones are privileged, even though none of them may be required to be produced because the request is burdensome?

Gosman v. Luzinski, 937 So.2d 293, 296 (Fla. 4th DCA 2006). *Also see Consol. Res. Health Care Fund I, Ltd. v. Ruffini*, 947 So.2d 1278 (Fla. 4th DCA 2007), *Royal Caribbean Cruises Ltd. v. Doe*, 2007 FLW 3d DCA 1326 (5/23/07).

WE HEREBY CERTIFY that a true and correct copy of the foregoing was mailed to:

Charles R. Lipcon, Esquire, One Biscayne Tower, Suite 2480, Two South Biscayne Blvd.,
Miami, FL 33131 on _____.

MCINTOSH, SAWRAN, PELTZ
& CARTAYA, P.A.
Attorneys for Defendant
Biscayne Building, Suite 1400
19 West Flagler Street
Miami, Florida 33130
Tel. (305) 381-8922
Fax. (305) 381-6889

By _____
F.B.N. 220418

From: [REDACTED]

Date: Sat, 22 Oct 2005 17:21:14 EDT

Subject: Re: Hello Bree

To: [REDACTED]

Hi Jen. Hope you had a good visit with your grandmother. We just got back from Newport last night. I got Grayson some cute gear in Marshalls . We also went to Pasta Beach for dinner.

Luis called for figures on the store so that he could calculate damages for the suit. Didn't mention anything else. Hopefully we will hear back from him next week.

Grayson did the funniest thing today. Mom ran his bath too hot and he literally stood up in the bath to get out of the water! He is getting so strong on his legs! (I wouldn't laugh of course if it was scalding.. it was just a bit too hot!)

I have started organizing the paperwork on George's disappearance so I will be more organized when we hire lawyers. I am going to type up the impt notes next week.

We are going to Sue and Peter's for dinner tomorrow night. They have been so kind to us. (Unlike my mother-in-law who I had a screaming match with last week after she called until I hung up on her. She has always been a terrible bitch!)

Anyway, take care and I'll talk to you soon.

Love, Bree xoxo

Bree Jennifer Smith	<u>Attorneys</u>	Fri Oct 28, 2005	2k
---------------------	------------------	------------------	----

Hey Bree,

Just spoke with Luis who has informed me that they are unable to give an answer this week due to weather and other scheduling issues. I have some concerns over their priorities, but maybe I have no reason to be. I do get the feeling, however, that they are sort of rookies in this field, though I have no doubts about their litigation experience. I wish we could hire a "dream team" (both Luis and Sean with James Walker) so we would have the cruise ship insider working with the trial lawyers. It would be great to have that balance, and I have my reservations regarding both of them.

The Athens Convention is a concern of mine, and it troubles me that Sean and Luis had never heard of it. Likewise, it troubles me to think of facing a jury without someone as smooth and powerful as Sean at hand. Do you have any similar concerns/suggestions? I know we will have someone within the next couple of weeks. I just wish Sean and Luis seemed more focused on our case. If it is going to be their major case, I'm wondering why they aren't able to let us know anything until the end of next week. Maybe I'm just getting paranoid!

Anyway, let's just see what they come back with next week. I hope all went well with Sean and FBI crew yesterday. I bet you know just as much as you did before you walked in:) I hope they were informative, anyway. I hope they are still saying months, not years!

Talk to you soon!

Love, Jen

From: [REDACTED]

Date: Sun, 30 Oct 2005 10:48:13 EST

Subject: Lawyer decision.

To: [REDACTED]

Hi Jen,

Hope all is well. Bree is busy with the baby right now so I have decided to write this e-mail to you. George, Bree and myself have decided that Luis's firm is not the representation that will work for us. We have decided that as we have different objectives in our dealings with Royal Caribbean that it is best that you and your family hire your own law firm that you will feel comfortable with. Both firms will be able to work together and we will let you know once we have made a decision. This will be in the next couple of weeks.

We feel very strongly that the life of our son and brother will never be forgotten and we are going to do everything in our power to accomplish this. He was a fine young man and we are going to go on and on to prove this. We will be starting our TV appearances as soon as we hire our lawyers.

Speak to you soon
Maureen.

From: [REDACTED]

Date: Mon, 31 Oct 2005 10:05:44 EST

Subject: Re: Action against Royal Caribbean

To: [REDACTED]

CC: [REDACTED]

Luis, my parents, Jennifer (who is cc:ed) and I spoke over the weekend and we have decided to get separate counsel. Additionally, my parents and I have decided that we would like to continue our search with respect to our legal representation in Florida. Honestly, it has been very difficult to communicate with you before and after your visit to CT. Calls were not made or returned when expected and we feel that our case would be low priority in comparison to your commercial matters.

With respect to Jennifer, you should speak to her directly about her decision.

Thank you very much for your time.

Regards, Bree Smith

[REDACTED] wrote:

Hi Jen,

Hope all is well. How is the apartment clearing out going? I am sure it is very traumatic but has to be done. I will be speaking to Mike tomorrow the realtor about renting the apartment and was wondering when I can give him the all clear and he can start showing the place.

Bree , George and myself are very unhappy for all the terrible things that have happened to our family since George's disappearance. We are devastated. We miss him so much.

We are wondering if you are going to give us a copy of the wedding video as it will give us a lot of memories of our son in the years to come. Grayson will in time will be told about his uncle and the video would be a nice memento for him.

Speak to you soon

Maureen

Date: Mon, 21 Nov 2005 11:43:20 -0800 (PST)

From:

[REDACTED] [View Contact Details](#) [Add Mobile Alert](#)
Yahoo! DomainKeys has confirmed that this message was sent by yahoo.com. [Learn more](#)

Subject: Re: Hello

To:

Dear Maureen,

I am happy to hear from you, though I too am feeling the pain and devastation that has taken over my heart and life since George's disappearance. I was waiting to hear for you to ask to see the video. I did not want to pressure you to look at it because I feel as though the pictures were hard

enough. The video is truly crushing to watch, I will not lie. It is so bitter-sweet, but it is George walking and talking during one of our last greatest memories with our whole family. He is such a beautiful person and he looks devastatingly handsome that day. You will watch it with tears of both pride and sorrow, as I have, time and time again.

I will give it to you by the end of the week.

I have everything cleaned out at the apartment except for some clothing of George's that I thought someone might want to keep in his memory. Bree and Grayson, as well as you and George are free to have anything and everything left. I left the bar we refinished for George or Grayson - George loved that bar and was so proud of the way it looked in the apartment. The table and chairs can be used in a place for Bree and Grayson in the future - they set was used during many wonderful dinners at the apartment. Let me know if there are things you don't want or when you have chosen the special clothing items, etc...that you would like. I was wondering if George wants the grill that you gave us, for this was also one of George's favorite gifts that he has ever received. If you think that you would like the patio set, let me know, otherwise I will keep it. He loved that too!

Anyway, I know that things have been tough lately, and I know that some things get more difficult as time goes by. I have more tears than ever before, but I know that reality hits harder as more time goes by.

Please call me or email me whenever you want to talk. It is going to be a tough holiday season for us all.

Love, Jen

██████████ wrote:
Hi Jen,

Thank-you for your e-mail . I have been speaking to Bree about what you have left at the apartment and she said she would like the patio set as a reminder of her brother for when she gets her own place. The bar I have asked Elie if he would like it as he was so close to Georgie. The Grill you should keep as it was an engagement gift to you both. George's clothes I will ask Elie as well if he would like some of them. We would like a copy of the video as well if possible.

Hope you are keeping well
Maureen

Tuesday, November 22, 2005

Dear Maureen,

I will definitely give you the video within the next week, as I think you will truly cherish it forever, as will George, Bree, and Grayson in future years when he is told about his uncle who loved him so much in the very short time they spent together. George kept Grayson on the inside of his cell phone as the screen saver, and he sent pictures of him to many of his friends and members of

my family. He was so proud to be an uncle to Grayson, just as I still am to be his aunt. I think that Grayson will really love hearing stories about his uncle George in the future. I hope he turns out very similar, with a zest for life and a great sense of humor, just like his uncle Georgie.

I am happy that Bree will enjoy the patio set. George lived for sitting outside at night, tending the grill and having a drink, enjoying the outdoors and listening to music through the kitchen window. He put that set together and was so proud to have done it, as well as to show it off to friends and family. It didn't matter how cold the night was or how many mosquitoes were out, we sat out there through it all, as you know:)

I have kept some of George's clothes for the smell and the memories, but he has soooo many items left that I thought others would want to keep something special for memories, too. I will take away what's left when everyone is finished choosing their special items. The clock that you gave us is sitting on the bar for a memory for your home or Grayson's room, or I will keep it for myself. It is so beautiful. I thought you or Bree would like the ceramic candle holder brought from Hong Kong that we kept in our kitchen. It is very pretty and reminds me of that time in our lives when we first got engaged and we found out Bree was pregnant with Grayson. We all had so much to look forward to and George was so at peace with life. There is also a pitcher from Greece that I used to fill with flowers. George picked it out during your family trip there about 3 years ago. I thought you might like to have it because it is from Greece, George's favorite place he ever visited with you first and then with me, and I know that he would want you to fill it with fresh flowers and think of him. He loves you so much.

The pictures and anything else are for whomever would like them as memories. Mike can show the place at any time, and I can clean out the rest of the items that no one has claimed this weekend if you'd like.

I miss him so much as the holidays approach and the weather changes. I know you also have wonderful memories of George all through his life, coming home for the holidays, adding much light and laughter to any room he enters. It seems impossible that he won't be coming home, even worse that he was the best part of the holidays. He is irreplaceable as a person, and I pray for us all this season as our hearts break without him.

Please keep in touch.
Love, Jen

From: [REDACTED] [View Contact Details](#) [Add Mobile Alert](#)

Date: Fri, 2 Dec 2005 21:33:09 EST

Subject: Re: Hearings for RCCL

To: [REDACTED]

Hi Jen,

In response to your phone call earlier today we would like to let you know that we will be going down to Washington alone with our lawyer. We have far too many questions regarding your whereabouts on the night our son and brother went missing on your honeymoon cruise. Saying all

the time to us Sean knows where I was is just not good enough. We are family and from day one Jen you have know a lot more than you are saying and we are going through hell with Georgie no longer here. Royal Caribbean have a cover up and that is our main priority right now but we also all believe that you also Jen have a cover up. Where were you Jen? Why did you leave Turkey so soon ? Anybody with half a conscience would have stayed there to determine what the circumstances were surrounding this tragedy. If it was you that went missing we would have flown over to help Georgie who would have still been in Turkey to do all that he possibly could to help find out what happened to you and get some answers. We had to fly alone to Greece to get some answers for our son.

We will in public Jen stand together with our lawyers for our lawsuit but morally you know that we are not together with you. As far as the compassion your family has shown towards us at this most terrible time in our lives it just has not been there. Georgie would be so ashamed of you and your family if he was around but thank God he is not here to witness the cruelty of yourself and your family towards us. He was such a wonderful young man and you just cannot no matter how hard you try to dirty his name because you see Jen you are no angel either. The truth shall come to the forefront as lies have lives of their own you know. We have shown you over the years nothing but kindness. You lived in our home for over a year with us and even after Georgie's disappearance you were welcome in our home for three months as we were so loyal to our son and thought that you could do no wrong. Then the stumbling blocks starting coming and made us very suspicious of you, your family and your actions . You had a very loyal and loving husband who you could have had a wonderful future with and I find your betrayal of him and us unexcusable.

George, Maureen and Bree.

March 19, 2016

Dear George, Maureen, and Bree,

I received your email. I am sorry that you have these feelings. I have been forthright with everyone regarding George's disappearance.

Please know that I am committed to finding out what happened to George and I on our honeymoon. I seek the truth just as you do, and with the truth, hopefully you will see a different side of things. I will look out for your best interests as we fight the cruise line, and I hope that you reconsider your feelings and look after mine.

George is proud of me and he is proud of all of us. He is my best friend and the person I love and will forever love. I know George is with us right now. We cannot forget that we were all victims that horrible night.

I am glad that you are all going to the hearings in Washington . This will be the beginning of a long and difficult process. I hope to sit with you at the hearings. I will not let the cruise line

continue to destroy what is left of our family.

Jen



From: [Redacted] [View Contact Details](#) [Add Mobile Alert](#)
Date: Mon, 5 Dec 2005 15:14:32 EST
Subject: Re: (no subject)
To: [Redacted]

Hi Jen,

From day one you and your family have been saying Georgie's death was a tragic accident. Several times you have repeated this to us. Even when you knew the amount of evidence there was in your state room contradicting this you continued on with your charade.

Jen I dont need you to tell me the feelings my son has or had for me I know the relationship we had, it was based on love and respect for each other for 27 years.

Bree has been relentless in her search for justice for George. She is the one who contacted all the authorities at the very beginning when Georgie first went missing. She did all this work alone Jen without any help from your family so now we are going to Washington alone .

Jen I am heartbroken that I feel not only have I lost George but I have also lost you as a daughter-in-law but I will accept this with a heavy heart and move on with our fight against Royal Caribbean. We will get to the bottom of what happened to George on that night maybe not today or tomorrow but the truth will prevail.

The hearings in Washington are open to the public so you know you can go yourself but we ourselves would prefer to sit alone.

Maureen.

December 24, 2005 – Christmas Eve

██████████ wrote:

Jen,

Today is Christmas eve. We here at Glen Ridge Road are a heartbroken family. You have the answers to helping us and you have refused saying you want a prepared list of questions (through your lawyer) as George says that is answering our question right there. But Jen I am prepared to give you one last chance to answer some very disturbing questions I have for you. By the way Jen you had a great interview with Scarborough, very made up and lots of smiles especially when the question was asked of you "Was George Murdered". Very alarming to me and many others.

I am the mother of George and you have refused to tell me anything. By the way Jen you could according to the FBI speak to us as they have no rights to silence you. Who by the way have not cleared you. We had a meeting with the acting head of the FBI Mr. Haddon on Thursday in New Haven. Where did you get that information, your father or the Turkish police? I do know something if it was you who had gone overboard your family would have beaten the truth out of George by now but guess what they would not have to as Jen he would have told your family because the Smiths are cut from a different cloth to the Hagels. What are you so ashamed of or what did you do on that ship that you can't talk to me?

You told me you went for your Spa appointment at 10am, it was at 8.30am and still in the dress. You told Ely that you changed your shoes, in order to do that you must have gone to the cabin and seen all the blood as we have the statement from the Turkish police the extent of that blood. How did you know for sure George would never wear those sneakers again if you were not in the cabin (and it appears there were lots of others in there) to know for sure that George was dead. WHAT DO YOU KNOW AND WHAT DID YOU SEE. Your reluctance to go forward and all your stumbling blocks you and your family presented to us has made us very suspicious of you and your family. I am afraid Jen everybody is saying you are very involved and if I come out with some things I know for sure you will not be able to hide from the media any more. I have lots more questions Jen, these are just a few.

If I am wrong about you and your family I will of course admit that but give me a chance to determine that by speaking to me in private. I am a very loyal person (Just like the husband you had) It will be between the two of us and I will not even tell George or Bree if you wish.

I know by me going public with my concerns about you is a last resort but I will do it Jen in order to find Justice for George, he was my son Jen who I loved and still love with all my heart. It will not effect the hearings in Washington as Royal Caribbean have many negligence issues that we are going to address again in Washington. It will not effect our law suit as you know we are suing separately.

Get us out of this daily torture Jen if you have any conscience at all. Remember we have a lot of contacts with the media now. So if you wish pass this letter on to James Walker (If fact I will pass

it on) and both of you can figure out what your next move will be. Just don't forget all the years we had together as a happy family, even the three years when you joined our family and were so welcomed into it. We embraced you with all our heart and soul now you are betraying us.

Maureen

December 24, 2005

Dear Maureen,

I have never needed or wanted a list of questions is all about (probably the lawyers talking), but I have always wanted to answer any questions you've had. Perhaps the miscommunications have been happening for a while now, but I am sick of dealing through attorneys. I don't think they have been relaying our thoughts to each other in the most accurate way, in fact I know they haven't. I had wanted to talk to Rivkind about anything and everything for a week now (since Sunday), and it wasn't until yesterday that he returned a call. I want more than anything for us to be together through all of this - that is all I have ever wanted.

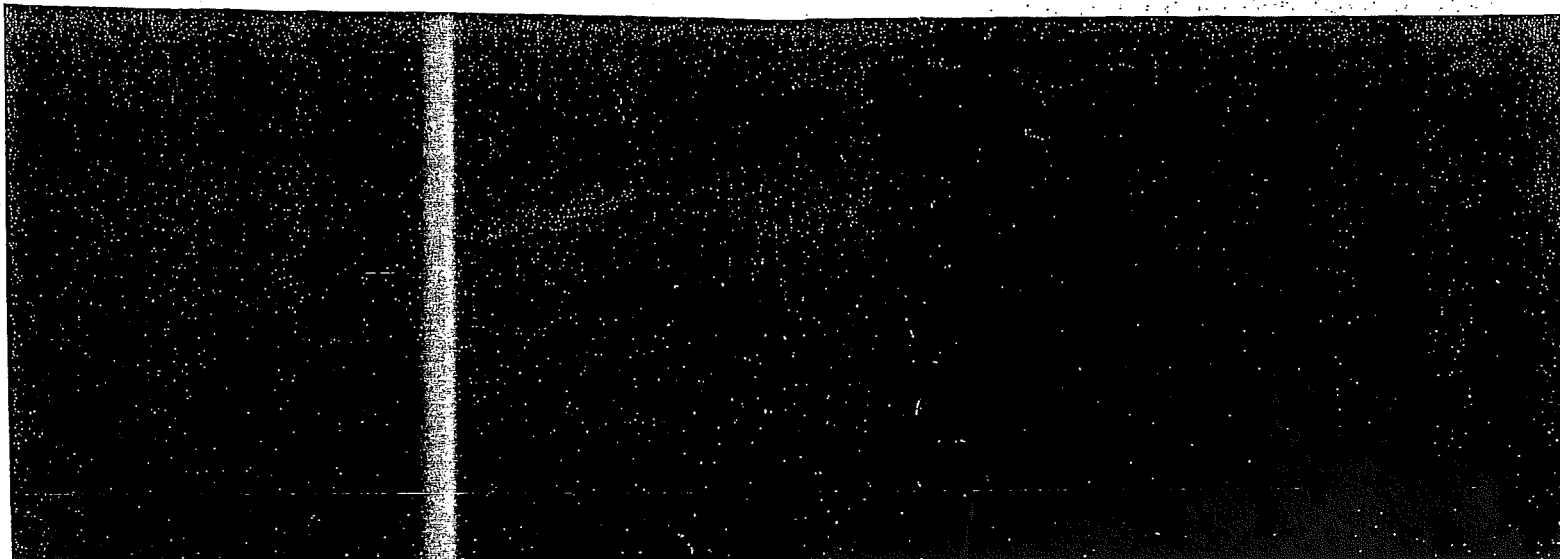
I will come to talk with all of you on Monday. Let me know if I can come to see you all at around noon.

I don't know how things have turned so bad and vicious, and I have only done what I thought was right and/or have been told since day one from the FBI. Also, I thought you knew all along where I was/found, and you also knew I was told this information because I had no memory of any of it - I remember talking about that in your kitchen at one point. I have always told the same story, but perhaps you need to hear it one last time, unfiltered and heart to heart.

I love George so much, and I have had the most difficult time as of lately. It seems that I have no one to turn to, and I am desperate to understand the animosity and suspicions you have. I simply don't understand how we have come to this point. It is time to stop all of this nonsense and miscommunication, just as you have said before. We have a lot to talk about, and I know we can get through this together with open hearts and open minds.

I am so hurt by everything that has been thought, assumed and said, but I will do whatever it takes to repair the damage and mistrust created by our loss and grief.

Jen



From: [REDACTED] [mailto:[REDACTED]]

Sent: Saturday, December 24, 2005 3:59 PM

To: [REDACTED]

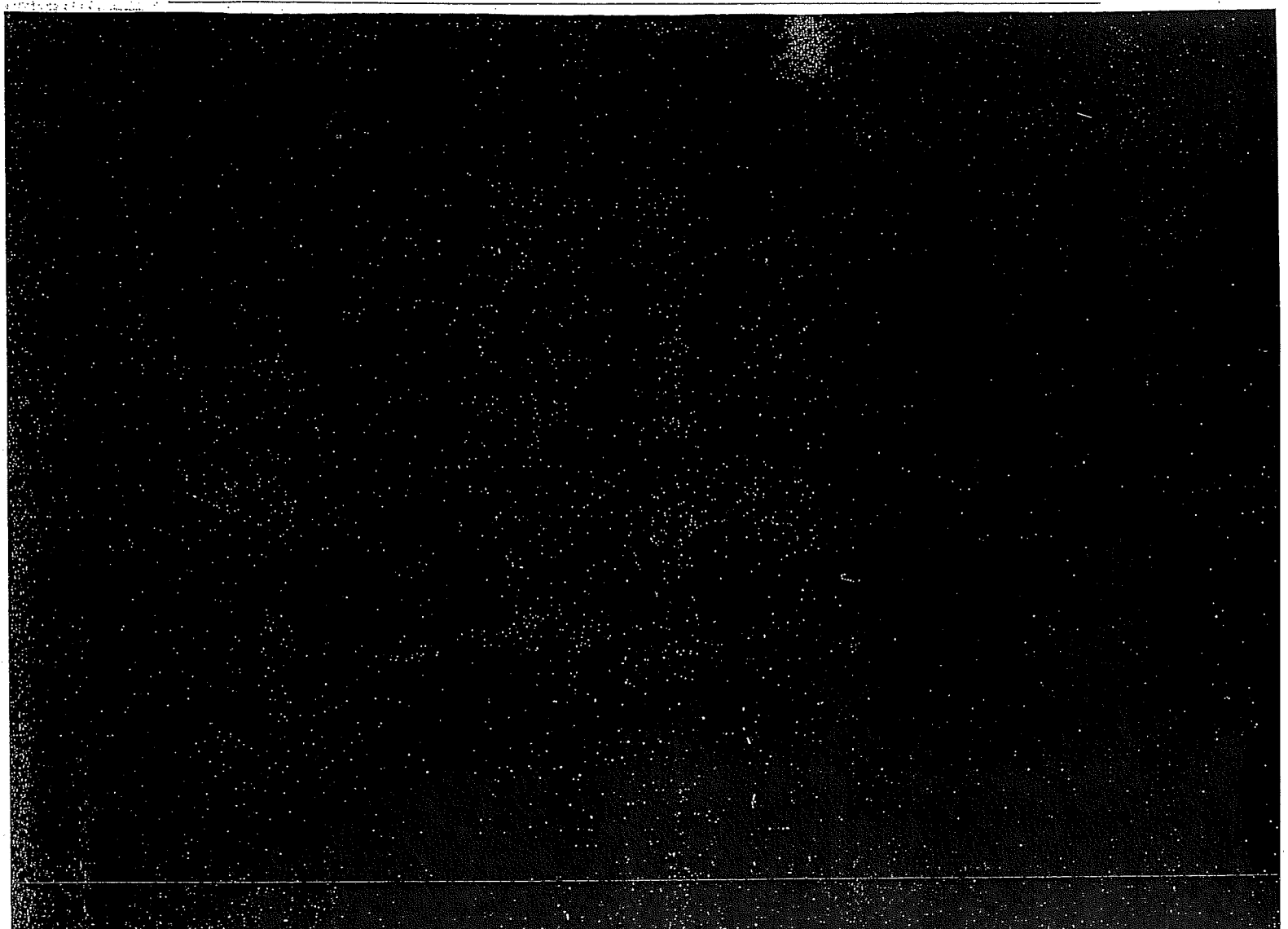
Subject: Re: Love from Jaci and Bobby

Jen,

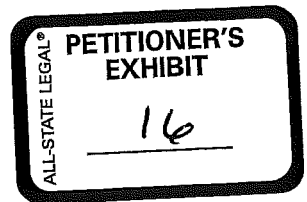
Not good enough.

You have told the FBI a wealth of information and us nothing. Speak to our lawyer Brett who happens to be a lovely family man and understands our feelings. After that we will see if we can sit down and talk because I think after Six months on Monday you are still going to give us the same runaround and we are very sick of it.

Maureen



VANITY FAIR.com



Honeymoon Over

BY BRYAN BURROUGH

George and Jennifer Smith's Royal Caribbean honeymoon cruise ended prematurely last July, the night George vanished. Did he fall or was he pushed? Where was Jennifer? Who were the young Russians in their cabin? The F.B.I. remains silent, but almost everyone else is talking (from *V.F.*, April 2006)

On Monday evening, July 4, 2005, a mammoth, multi-tiered cruise ship, *Brilliance of the Seas*, weighed anchor and eased out of the harbor at the Greek island of Mykonos, in the Aegean Sea. It was the sixth night of the ship's 12-day circling of the Mediterranean, a voyage begun in Barcelona the previous Wednesday. Captain Michael Lachtaridis of the Royal Caribbean line, which owns the ship, ordered a course north by northeast. The ship was scheduled to reach the Turkish port of Kusadasi around dawn.

Aboard that night were 2,300 guests, most of them Americans. One was a handsome, muscular 26-year-old Connecticut honeymooner named George Allen Smith IV, whose family owns a popular liquor store in the upper-crust Connecticut town of Cos Cob, near Greenwich. Smith and his attractive blonde bride of 10 days, Jennifer, who was to begin a new job teaching third-graders upon their return, had a stateroom with a balcony on Deck Nine. After a day among the whitewashed villas of Mykonos—the highlight of which was an unlikely encounter with the actress Tara Reid, who was filming her now canceled show, *Taradise*—the Smiths returned to the ship for a romantic dinner. Afterward, they headed to the casino and then to the discotheque, where they were seen drinking with a circle of shipboard acquaintances late into the night.

It should have been another fun, frolicsome evening, the first night of the rest of their lives. But what started out as a story suited for Jimmy Buffett turned out to be one for Agatha Christie. Sometime in the hours before dawn George Smith vanished, presumably fallen overboard into the dark Aegean. All that was found the next day was a single ugly bloodstain on a life-raft canopy beneath his balcony—just the first macabre detail in an extraordinary set of clues, quasi-witnesses, possible suspects, and grieving relatives that have become fodder for the nonfiction soap operas that unscroll on the cable-television "justice" shows. Was it an accident? Or murder? Or something else?

Night after night, Greta Van Susteren on Fox News, Joe Scarborough and Rita Cosby on MSNBC, and Larry King and Nancy Grace on CNN have repeated the tantalizing particulars: The bloodstain. The "misplaced" wife. The flirtatious casino boss. The ugly scene in the disco. The troublesome "Russian boys." The bottle of absinthe. The suspicious noises inside the Smiths' stateroom. The cop listening through the wall. The "thud."

Just about everyone on television appears to believe George Smith was the victim of foul play, though the F.B.I., which is investigating, hasn't said a word. The longer the case remains unsolved, the darker its undertones grow. Allegations of a Royal Caribbean "cover-up" have been tossed about while journalists and congressmen murmur about the dangers lurking aboard cruise ships.

The case was actually slow to attract national attention, in large part because Smith's family remained silent during the early stages of the F.B.I.'s investigation, but in November, frustrated by what they characterized as a lack of information from Royal Caribbean, Smith's wife and parents hired attorneys. A month later they went public, granting interviews to King and Scarborough, and making statements before a congressional hearing investigating cruise-ship security.

In short order Smith became the first white male prominently featured in the five-year boomlet of Missing White Women media sagas that began with the murder of Washington intern Chandra Levy in 2001 and have endured through the coverage of Laci Peterson and others. The Smith case quickly elbowed out the dwindling updates surrounding the disappearance of Alabama teenager Natalee Holloway in Aruba, of which there has been little news in months. "Now that the Holloway case is going nowhere, everyone is looking for the next big thing," a cable booker told me in January. "I guess this is it."

The Smith coverage, however, has been oddly circumspect, in part because the F.B.I. has asked witnesses to refrain from discussing what happened that night. But if you talk to the bookers and reporters who have followed the case since the beginning, it becomes clear that everyone knows who the "persons of interest" are. Strangely, their names have been kept out of the press for months and are only now

trickling into view. In the vacuum, cable hosts have been left to examine side issues: whether Royal Caribbean "contaminated" the "crime scene"; whether its officials "abandoned" Jennifer Hagel-Smith in Turkey following her husband's disappearance; whether cruise ships are safe. All three ideas are being pushed by plaintiff's attorneys, who smell big money in filing lawsuits against Royal Caribbean. Valid or not, this kind of marginalia has tended to obscure the central question: What really happened to George Smith?

The Smiths have been a fixture in the Greenwich area for decades. The first George Allen Smith, a major-league pitcher in the 1910s and early 1920s, taught high-school math there for years. His son, George Allen Smith II, was a dentist and prominent horse breeder. George Smith III, the missing George's father, is an accountant who purchased the Greenwich area's oldest liquor store, Cos Cob Liquor, in 1982. He and his British-born wife, Maureen, live in neighboring Glenville, where George IV and his older sister, Bree, now a lawyer in Hong Kong, grew up.

His family remembers George IV as a fun-loving, free-spirited boy who grew up doing the things American boys do. He played driveway basketball, rode his bicycle for miles, and was on the football team at Greenwich High before being sidelined by a bout of mononucleosis. The family joker, George was a devotee of the British sitcom *The Office*. In the family, and later at Babson College, in Wellesley, Massachusetts, where he studied computer science and received a business degree, he was known as a whiz with anything electronic. "He was the go-to person for all that kind of stuff," says Bree. "Still, when something goes wrong, I think I'll ask George, and it just hits me. You can't ask George anymore."

At Babson, where he pledged the Tau Kappa Epsilon fraternity, George was known as a friendly, quiet student who suffered through an extended breakup with a longtime girlfriend. "A sweet guy, not too chatty, he wasn't the center of attention at a bar, but he was well liked by everybody," remembers a woman who knew him there. "Like every college student, he partied pretty hard, but we all did."

After graduation, George took a job with a computer firm in Stamford, Connecticut, doing research on Internet search engines. He later moved on to a firm in suburban Boston, where his boss, a Ph.D. named Amanda Watlington, remembers him as a favorite employee, a hard worker who took vacation time at Christmas to help his father at Cos Cob Liquor. "I cannot remember him ever having an unkind word for anyone," says Watlington. "He was a big, gentle man."

In 2003, George surprised his family by quitting his job and coming home to work at the family store. "It was the pull of family—absolutely the pull of family," says Watlington.

"At his job, you know, he worked at a desk from eight to six every day, and he said he couldn't sit in front of a computer anymore," says Maureen.

"He needed more social interaction," adds Bree.

George moved into an apartment in Byram, close to Cos Cob, and set to work updating the store's computer systems and building its Web site. His father hoped George would take over the business someday, and George was laying plans to move aggressively into Internet liquor sales. A handsome young man devoted to weight lifting, he began each day with a trip to the gym, and soon his father noticed the store seemed to be building its female customer base. "So many women would come into the store," says his mother, "just to see George. But he was so, so loyal to Jennifer."

George met Jennifer Hagel in 2002. He and some friends had taken a summer share in a dilapidated rental house in Newport, Rhode Island, and when his shower broke down, he began using the bathroom of an upstairs apartment whose tenants included Jennifer's brother, Johnny. "George was very quiet about his relationships, at least with us, but suddenly we started hearing the name Jennifer a lot," says Bree. "My brother was a serial monogamist, but he and Jennifer seemed to get quite serious quite fast."

A pretty platinum blonde, Jennifer grew up in the nearby town of Cromwell, where her father, a former policeman, runs a construction business. Her mother is a real-estate agent. Jennifer attended Trinity College, in Hartford, and was, when she met George, working toward a master's degree at Roger Williams University, in Bristol, Rhode Island. Before the Smiths realized it, Jennifer had moved into George's apartment, and the couple seemed to be spending every available minute together. On Monday, his day off, George would swing by a Fresh Fields market to buy Jennifer's favorite, Chilean sea bass, which he barbecued outdoors no matter the weather. "That was actually my engagement gift for him—a new grill—because every time we went over there, even in winter, we had to sit outside while George grilled," says Maureen. "In our coats."

George and Jennifer spent long hours together finalizing details of their wedding, which was held at the waterside Castle Hill Inn & Resort, in Newport, on a beautiful Saturday afternoon in late June. They danced their first dance to Van Morrison's "Into the Mystic." The next day, running late for a limousine that would take them home and then to the airport, the newlyweds hurried away from the family luncheon before saying good-bye to Bree.

"I never got a chance to say good-bye," she says.

"But we all have our guilty moments," Maureen adds with a sigh. "George's father and I had been on several cruises, and we encouraged them to go cruising. We said he'd love it. But, you know, once you delve into it, that can be a pretty sinister world. You have no idea."

They met the ship in Barcelona. All that Wednesday afternoon, on June 29, as *Brilliance of the Seas* sat quietly at anchor in the harbor, guests climbed the gangway and spread throughout the ship, finding their staterooms and getting their first look at the casino, the disco, the restaurants, and the three swimming pools. *Brilliance of the Seas* is one of the largest of Royal Caribbean's 19 ships, a 90,000-ton behemoth with 12 passenger decks, powered by gas turbines. It sails 52 weeks a year, spending summers off the coast of Europe and winters in the Caribbean. The ship is manned by about 850 Royal Caribbean employees and can house as many as 2,500 guests. It has a spa, a full-service medical facility staffed by doctors and nurses, and even a brig for unruly passengers.

The Smiths unpacked their things in Stateroom 9062, a narrow space lined with a couch on one side, burlwood cabinets on the other, and a double bed next to the balcony's sliding door. By all accounts, George and Jennifer appeared to be having a wonderful time those first few days. Photographs show them embracing by the pool—George shirtless and buff, Jennifer beaming with happiness and love. They certainly sounded as if they were having fun. On the second night, after many of the passengers had spent the day prowling Villefranche-sur-Mer, in France, the din of partying from the Smiths' room kept their neighbor, a man named Cletus Hyman, awake until almost 3:30 a.m. The next morning Hyman walked by the guest-relations desk and asked what could be done. If it happened again, he was told, call the desk, and they would handle it.

On the third day, Friday, the ship docked in Italy, and hundreds of passengers piled into taxis and buses for an outing in Florence. The Smiths shared a car with a 20-year-old community-college student from California's Orange County named Josh Askin, who remained friendly with them after their return to the ship. Askin, who was traveling with his podiatrist father, his mother, and two siblings, is described as an avid snowboarder and, according to his high-school yearbook, was once voted "Most Likely to Marry for Money."

"Josh was young, you know, a cute California boy," says a person who met him aboard *Brilliance of the Seas*. "The kind of boy who just wants to have fun."

A strange series of events transpired aboard *Brilliance of the Seas* in the days after it left Italy. Mystery still shrouds many of the basic facts, and divining the truth requires storming a defensive line of F.B.I. agents, corporate executives, and uncooperative attorneys; all have their own agendas, few of which—at the moment, at least—entail divulging much to reporters. Push a little and it's clear many don't have all that much information to divulge.

Another thing that's clear is that, besides Josh Askin, George and Jennifer Smith met another group of young, hard-partying vacationers—four boisterous young Russian-American men whose activities aboard *Brilliance of the Seas* are now a focus of the F.B.I. investigation into George's disappearance. The four were traveling with relatives; their group, numbering eight people in all, consisted of two families named Rozenberg. One, from South Florida, is headed by Mikhail and Larisa Rozenberg. The second family, believed to be from Brighton Beach, a Russian section of Brooklyn, is headed by Michael and Angela Rozenberg. Between them the families had three sons aboard, all said to be in their teens or early 20s: Jeffrey, Zachary, and Greg. Also in the group was a burly Brighton Beach 20-year-old named Rostislav "Rusty" Kofman.

One of the oddest things about the Smith case has been the media's reluctance to identify these young men. In a situation with striking similarities—the Natalee Holloway case—three young men last seen with Holloway were publicly identified within days of her disappearance; for months afterward, the main suspect, a Dutch student named Joran van der Sloot, was endlessly discussed on the cable justice shows.

Something different happened in the Smith case. For months Askin was the only one the press identified, after his attorney spoke last summer to Katie Couric on the *Today* show and on *Dateline NBC*. Even after that, most press outlets declined to identify him. Rostislav Kofman, whose name I learned from a cable booker in December, was not publicly named until January, by the *New York Post*. This article is the first to name the Rozenbergs.

Why the disparity in coverage? One likely explanation arises after a talk with the Rozenbergs' New York attorney, Arthur Gershfeld. Gershfeld, himself a Russian émigré, is a former assistant district attorney in Brooklyn and an unsuccessful candidate for the New York State Assembly. When I told him I expected to print his clients' names, he tersely threatened to sue me.

"These kids are being put through a tremendous amount of stress for something they didn't do," he says. "I personally don't think the feds are ever going to charge them with anything."

In part because of Gershfeld's admonitions, very little is known about the Rozenberg group beyond names and addresses. The four young men are all said to be students, although where they attend school is unknown. A reporter who encountered Rusty Kofman describes him as "a strapping young guy, cropped hair, nice smile, huge hands." An attorney with knowledge of the younger Rozenbergs describes them as muscular and streetwise.

But if little is known of the Rozenbergs' backgrounds, a good deal is emerging about their activities aboard *Brilliance of the Seas*. According to several people involved with the case, Kofman and the Rozenberg boys first attracted attention on Sunday night, July 3, five days into the cruise. The ship's solarium, which contains a hot tub, was a favored after-hours "hookup" area, where young people flirted and occasionally slipped off to quiet liaisons. The solarium is a nonsmoking area, however, and at least one of the Rozenberg group lit up cigarettes. When admonished to stop by a ship's officer, one or more of the men allegedly cursed at him and kept on smoking.

The next morning—the day the ship docked in Mykonos—a report on the incident crossed Marie Breheret's desk. Breheret was the ship's guest-relations manager, and she had begun the cruise expecting things like this; with high schools and colleges on summer break, *Brilliance of the Seas* had an unusually high number of teenagers on board. She telephoned one set of Rozenberg parents—apparently the Florida family, Mikhail and Larisa—and asked them to her office. There Breheret took them into the hotel director's office. As she recalls the meeting, "we basically explained to them that ... Well, I reminded them of our Guest Vacation Policy, and we told them that any further occurrence of this behavior would cause us to disembark these boys. The parents apologized and promised their kids would be supervised, and there won't be any further problems."

The Rozenbergs had been put on notice. The problems with their children, however, were only beginning.

That night, as *Brilliance of the Seas* left Mykonos for the Turkish coast, George and Jennifer Smith headed to the casino after dinner. Jennifer has said they hoped to meet up with another couple they had gotten to know. Instead, by all accounts, they spent much of the evening gambling separately, Jennifer playing blackjack, George at a craps table, teaching Josh Askin the game. Three of the Russian boys, including Kofman, were also in the casino.

The most detailed account of what happened in the casino comes from Askin's attorney, C. Keith Greer. According to him, Askin noticed Jennifer becoming "cozy" with a strikingly handsome South African croupier named Lloyd Botah. When the casino closed at 2:30, the Smiths, along with Askin, crowded into an elevator, heading for the disco. Also in the elevator, Greer says, was Botah, who stood beside Jennifer—too close, by Askin's estimation. "He was definitely stepping over professional boundaries," says Greer. "It was awkward, but I don't know that George noticed it at the time." Botah's attorney, Andrew Rier of Miami, denies that his client flirted with Jennifer.

In the disco, according to all accounts, the group was joined by Kofman and two of the Rozenberg boys. They sat around a table with George as several of the group took shots from a bottle of absinthe, the green, highly potent liquor that is illegal in most of the West and isn't sold aboard *Brilliance of the Seas*. Royal Caribbean officials have suggested that the bottle was probably smuggled aboard the ship against the rules. Before long, all accounts agree, both George and Jennifer were very drunk.

Askin, meanwhile, remained uncomfortably aware that Jennifer was sitting very close to Botah, says Greer. According to Kofman's attorney, Albert Dayan, she was "draping herself" over other men. In time George noticed and objected. Three people—Rusty Kofman's attorney, as well as a 24-year-old New Jersey man named Dominick Mazza and a Phoenix schoolteacher named Margarita Chaves, both of whom spoke to the Associated Press—say George and Jennifer engaged in a brief argument that culminated with Jennifer kicking her new husband in the groin and walking angrily out of the disco. According to Askin's account, Botah followed her.

Askin says he didn't see the fight. "He only learned of it from a media account," says Greer. Rier denies that Botah followed Jennifer anywhere. "He left the disco between 3:10 and 3:20," the lawyer says, "and when he left, George and Jennifer and all those kids were still there. He didn't see anything like [an altercation]. He went right back to his room." For her part, Jennifer has insisted she remembers nothing after leaving the casino. If so, it's possible she suffered an alcohol-induced blackout.

Shortly after the Smiths' disagreement, at about 3:30, the disco closed. Of the young men with George at the time, only two—Josh Askin and Rusty Kofman, via their attorneys—have publicly given a version of what happened next. According to both, George was too drunk to walk unaided, so Askin and the three Russian boys helped him to his cabin.

When they arrived at the stateroom, however, Jennifer wasn't there. George wanted to find her. According to one account, George changed his shirt and then, with Askin and the three Russian boys, headed to the solarium, where the cruise ship's younger crowd tended to congregate after hours. Jennifer wasn't there either. The group then guided George back to his room, arriving at 4:02—a time verified by a computerized monitoring system that tracks when key cards are used to open stateroom doors. George Smith was never seen alive again.

Two versions of what happened next—so far the only ones that have been made public—come from people whose staterooms flanked the Smiths'. The more detailed of the two comes from Clete Hyman, who, as it happens, makes an excellent witness. Hyman is the deputy police chief in Redlands, California. He has 31 years of experience in law enforcement.

According to Hyman, he was awakened a few minutes after four a.m. by "loud cheering—what sounded like a college drinking game" in the Smiths' stateroom. Irrked, he pounded on the wall. The sounds subsided for a minute or two before resuming. Hyman picked up his telephone and complained to the operator, who assured him the situation would be investigated. "There were two times the yelling came to a crescendo and dropped off," he recalls. "After I banged on the wall, it never reached a high pitch again. Then, basically, it was what I'd call party noise. Loud talking. For about five minutes it was just loud talking."

At one point, Hyman heard voices drift toward the stateroom door. He thought—but wasn't certain—that at least one voice could be heard in the corridor. If so, someone may have left the room—an important detail, as the rest of his account makes clear. Hyman tried to go back to sleep, but it was no use. Suddenly, he says, "out of the blue, and I'm trying to drift in and out of sleep, there was a loud argument on the balcony. Three voices. I could not make out [what they were saying], and I didn't really attempt to. These voices were raised. And you know, it sounded like an argument. Not a fight. An argument. That went on for a minute or so."

By now, Hyman estimates, it was 4:15. At that point, he could hear voices moving across the room, toward the door. "You could definitely hear a voice ushering people out of the room," he says. "'Good night,' 'Good night,' 'Good night,' repeatedly. I hear the door close. And then I waited a little bit, 10 seconds or so, and I looked out my door. And that's when I saw the male subjects. Three male subjects."

This is a crucial moment. If George Smith was still alive in his room—and there's no reason to believe he wasn't—the three men Hyman saw can probably be cleared of any involvement in his death. But Hyman, out of respect for the F.B.I. probe, won't say whom he saw. He won't even say if he has identified whom he saw. "Sorry, I won't even go that far," he says. "I saw three suspects. All I can say."

On the other side of the Smith stateroom, vacationers Greg and Pat Lawyer, who heard many of the same sounds as Clete Hyman but not all, did not see the young men leave. But they heard them speaking. Two of the three young men, they claim, had accents. The Lawyers' account does not contradict Hyman's key assertion: only three men left the room.

If Josh Askin is correct, four young men had taken George back to his room: Askin, Rusty Kofman, and the two Rozenbergs. Kofman's attorney, Albert Dayan, insists that all four left at the same time—that Hyman miscounted. But if only three left, that might mean someone was still in the room with George. Or it might not—that is, if one of the men had left earlier, as Hyman thought possible. As of this writing, no one is certain who was in the room after 4:15.

Whatever the case, Clete Hyman continued to listen through the thin walls. He is certain he heard someone talking—"in a conversational tone"—but he heard only a single voice. At the same time, he began to hear louder noises. "There was movement in the room, and again this was sporadic," Hyman says. "It sounded like someone going in and out of cupboards, drawers, maybe furniture being moved. The thoughts that go to my mind is that they were cleaning the room—they had a party there, and they were cleaning. I was very happy."

By Hyman's estimation, this lasted eight minutes or so. At that point, sounds moved toward the balcony. Two metal chairs were there, and Hyman says he heard at least one being moved. And then, silence. For a minute or two, Hyman says, he heard no sound. Then, roughly between 4:20 and 4:25 a.m., Hyman heard what he describes as "a horrific thud"—so violent he felt the vibration in his bed.

"My first thought was that someone fell on the balcony—not off," he says. "But because it was so loud, I discarded that thought. Someone would have to be very heavy to make that sound. The second thought I had is that, well, they had been moving furniture. I thought maybe they were throwing furniture overboard. It sounded heavy enough to be a couch. I didn't look out. There was total silence after that. I didn't hear any screams, any movements, after that."

Presumably the "thud" was the sound of George Smith going over the balcony and hitting the canopy below. The critical question remains: Was he pushed? Or was he alone? Ordinarily, Hyman says, he could hear the Smiths leaving their cabin; he could hear their door open. After the thud, he did not hear the door open. If someone was inside Stateroom 9062 when George met his fate, the person slipped out without making a sound. Hyman acknowledges the possibility. (Royal Caribbean's monitoring system can't clear up the mystery. It notes the opening of a stateroom door when a key card is used, but not when a door is opened from within.)

The next thing Hyman heard came three or four minutes after the "horrific thud." Two Royal Caribbean security men, responding to Hyman's earlier call, walked down the corridor and approached the Smiths' door. They heard no sound from inside. There was no reply to their knock. Assuming the party was over, they didn't attempt to enter. Hyman remained in his room and did not talk to the officers, who walked away. "Security left believing all was well," Royal Caribbean noted in a time line it issued. "We had no justification for invading a guest cabin on the basis of one simple partying noise complaint."

Hyman laid his head on the pillow and tried to go back to sleep.

Josh Askin, via his attorney, denies he played any part in George Smith's disappearance. He indicates that he, Kofman, and the two Rozenbergs stayed with George for 10 or 15 minutes, during which Askin used the bathroom. He says that everyone departed by 4:15, leaving no one inside but George. Rusty Kofman's attorney disputes this time line, placing everything several minutes earlier; he says his client and the two Rozenbergs were all back in Kofman's room by four, and claims to have a time-stamped photo proving it. Whatever the timing, Kofman insists the last he saw of George Smith was when the boys left him on his bed; George was so grateful, he says, that he actually kissed one of the boys and promised to buy them a round of drinks the next day. According to Askin, he went to Kofman's room with the others and was back in his own stateroom by 5:15 a.m.

Where was Mrs. George Smith during all this?

For months there was speculation about Jennifer's whereabouts in the hours before and after her husband returned to their stateroom. In interviews she has given, she insists she remembers nothing after leaving the casino. On its face, this might appear suspicious. No guest came forward to establish where she had been. Indeed, the questions surrounding her whereabouts lay thinly atop the big question: Did Jennifer Hagel-Smith have anything to do with her husband's disappearance?

The mystery began to clear up in January, when Royal Caribbean issued its time line of events. According to several witnesses, Jennifer was seen leaving the disco at about 3:15—just minutes before George and his friends left. It should have taken her less than five minutes to return to her stateroom. If she had walked directly there, she might have been there when George was partying with Askin and the Russian boys—the "drinking games" Clete Hyman heard began around 4, which continued until at least 4:20. In fact, had Jennifer returned to the room, there's little doubt the night would have ended differently. If George met an accidental death, she could have prevented it or, at the very least, raised the alarm had he fallen overboard. If George was the victim of foul play, she might also have prevented that. Or she too might have ended up in the Aegean.

But Jennifer apparently did not return to her room. From the disco she took the elevator down to Deck Nine, but she was evidently so drunk she became disoriented. Instead of turning right, into the long port corridor that led to their stateroom, she turned left, into the starboard corridor. From there she walked until the corridor ended in an alcove. In the alcove was a maintenance door. It was locked. Jennifer slumped against the wall, slid to the floor, and fell asleep.

Her attorney, James Walker, has suggested that Jennifer may have been drugged. It's also possible that someone led her to the alcove and left her there—and she forgot about it after a blackout. And it's at least conceivable that she did in fact return to the stateroom and then left once more. The most likely explanation, however, is that Jennifer was so drunk she became confused. When her husband tumbled overboard, she was passed out in a hallway.

According to Royal Caribbean, a security guard found Jennifer a little after 4:30—just about the same time the two other security guards responded to Clete Hyman's complaint and found the Smith stateroom silent. On a walkie-talkie, the guard who found Jennifer buzzed the nurse on duty that morning. The nurse suggested he apply a wet paper towel to her forehead and attempt to rouse her. This he did. Jennifer woke, gave her name and stateroom number, and said, "I'm O.K."

Two more security men appeared and helped Jennifer to her feet. She was able to walk, but not well. Rather than frog-march her through the hallways in this condition, two of the three men walked the length of the ship to the Smith stateroom. They arrived at the door at 4:48, 15 minutes after the first pair's visit. There is no indication the second pair of security men knew of the first pair. "So they knock," says Bill Wright, a Royal Caribbean senior vice president, "and no one answers. So they go in, look in the bathroom, look around. No one's there. That's it. They were just looking for her companion."

A wheelchair was summoned for Jennifer, and she was accompanied back to her stateroom by two security men and a female employee. They re-entered her cabin at 4:57. The three Royal Caribbean officers guided Jennifer to the bed, where she lay down atop the covers. Today, Royal Caribbean says none of its men noticed anything amiss—no signs of a struggle, blood trails, or anything that would remotely suggest wrongdoing. As they were leaving, Clete Hyman stuck his head out the door of his room and told them of his earlier complaint. He urged them to go inside. They said they had just been inside. Hyman returned to bed.

Jennifer slept about three hours, until eight o'clock. When she woke and found no sign of George, she later told authorities, she didn't worry. She claimed he had slept outside their stateroom at least one other evening during the cruise. The Smiths had massage appointments at 8:30. She kept hers and later said she expected her husband would show up at the spa. When he didn't, she went on with her massage anyway. By this time line, George Smith had not been seen for more than four hours.

At about the time Jennifer Hagel-Smith arrived for her massage, several passengers on their balconies had noticed the bloodstain on the white canopy. A group of ship's officers examined it, as did Captain Lachtaridis. All knew what this might mean: *Brilliance of the Seas* was experiencing what Royal Caribbean terms an "overboard situation."

But who went overboard? There were four decks of staterooms above the bloodstains. Captain Lachtaridis ordered a check of the four staterooms directly above the blood, plus the eight rooms on either side. Guests' entry onto and exit from the ship is monitored via a card system called Seapass; it took only minutes to establish that many of the guests in those rooms had already gone ashore. It took less than an hour to determine that the Smiths were the only guests not accounted for.

A page for Mr. and Mrs. George Smith was announced on the ship's intercom. After a few minutes, a spa attendant called to say Jennifer was in a massage room. Three officers went down to meet her. She said she had no idea where her husband was. She said she assumed he might be sleeping somewhere else aboard ship. The officers, who refrained from mentioning the bloodstains for fear of alarming Jennifer, escorted her to a nurse's office. Marie Breheret came in and, with other officers, gently explained the situation.

"She was like a zombie," Breheret says. "She was just desperate. She had a look in her eyes that said, 'Help me.' She was crying. She seemed to be confused. We called in the doctor, to make sure she was O.K. She couldn't go back to the room. So we found an empty cabin. I took her there. Because she couldn't get any clothes, we opened the shop to get her some clothes. They all had the Royal Caribbean logo. Those are the only items we sell, you know."

A few minutes after the Smiths were paged, Askin approached a ship's officer and volunteered that he had been partying with the Smiths late the previous night. He said they were probably in their stateroom, asleep. Later, once it became clear George was missing, Askin was paged to be questioned. "When Joshua heard the announcement," says Breheret, "he came to us with his mom. When Jennifer arrived, Mrs. Askin was acting very motherly toward Jennifer. She was hugging her. She kept saying, 'Don't worry, we will find him.' I thought they were friends. I thought they were cruising all together."

Both Jennifer and Askin were led ashore to be interviewed by the Turkish police; neither Rusty Kofman nor any of the Rozenbergs was interviewed. Police also boarded the ship, photographed the bloodstained canopy, and searched the Smiths' stateroom. According to Greer, Askin's attorney, they found droplets of blood on a bedsheet and a towel. Greer, who has reviewed Turkish documents on the case, says the amount of blood was small—not, he insists, an amount consistent with someone being stabbed or seriously injured. "It wasn't something that someone was hiding," he says. "This was on a boat, remember. If you do something nefarious, you throw it overboard and it's gone forever. You don't leave it lying around."

The Turks later turned over their findings to the F.B.I. So did Royal Caribbean, which says it has given the F.B.I. nearly 100 tapes from security cameras around the ship. With permission from the authorities, Captain Lachtaridis ordered the bloodstains hosed off at six that evening, and prepared to leave Turkey. Several days later he filed a report with authorities in the Bahamas, where the ship is chartered, terming George's disappearance a "probable" accident; the Smith-family attorneys have used this to suggest a Royal Caribbean cover-up. A Royal Caribbean attorney says the captain acted on a premature assumption and calls the report's filing "a stupid mistake."

There is no suggestion that anyone seriously considered mounting an ocean search. The ship had covered nearly 200 miles the previous night; George Smith, or his body, could be anywhere. Jennifer, meanwhile, telephoned her parents in Connecticut, who broke the news to the Smith family. She then boarded a Lufthansa flight for home.

That evening *Brilliance of the Seas* left the Turkish coast and headed back into the Aegean toward Athens, where it would anchor the next morning at the Greek port of Piraeus. The drama involving the Smiths was over, but troubles with Rostislav Kofman and the Rozenberg boys were just picking up steam. Two more incidents involving them allegedly occurred over the next 48 hours. One evening, ship officials say, Greg Rozenberg was carded at the disco. His passport indicated he was 17. He insisted he was 18. Marie Breheret was summoned, as were Greg's parents. According to attorneys familiar with what happened, the parents argued to Breheret that the passport was in error, that Greg was in fact 18, but Greg was barred from the disco.

On another occasion, Breheret took a call from one of the women who answered room-service calls. She complained that Kofman and the Rozenberg boys had phoned in an order and, during the course of ordering, cursed at her. Breheret picked up the phone, called the boys, and took their order. She says she told them they would have to be more polite. They assured her they would be. Even so, Breheret felt that two more incidents justified a second meeting with the Rozenberg parents.

Once again they were summoned to the hotel director's office. This time Breheret was emphatic. "I would say they were helpful and nice again," she says, "but we made it very clear; we told them that if this kind of situation reoccurred, we will ask them to leave the ship. We made it very clear—there won't be any further warnings."

On Thursday, July 7, an elderly passenger had a heart attack and died. After the ship docked at Naples the next morning, Breheret spent the day helping the widow. Which is why she didn't get involved that morning when a 20-year-old woman—her identity has not been made public—arrived at the medical center and, according to one source, asked a nurse about the morning-after pill. The nurse sensed something was amiss, and gently pressed the girl, who during the ensuing conversation said she had been the victim of a rape.

What happened next is hazy at best; no one directly involved in handling the girl's allegation has been willing to discuss it in detail. But according to attorneys working on the Smith investigation, the girl identified those involved as Rusty Kofman and the three Rozenberg boys. Once again, ship officials called in both sets of Rozenberg parents, as well as Josh Askin's parents. The incident, it turned out, had been videotaped. Attorneys on the case say one of the Rozenberg parents produced a copy of the tape. Another copy, these attorneys say, was "found"—they won't say how.

Of the young men on the tape, only Rusty Kofman, via his attorney, Albert Dayan, has addressed it publicly, acknowledging that Kofman took part, but claiming the sex was consensual. Dayan says Kofman was asleep in his room that night when one of the Rozenbergs telephoned him, told him they were having sex with a young woman they had met in the ship's solarium area, and asked him to bring his camera, which he did. Askin's attorney says his client took no part in the incident whatsoever. The Rozenbergs' attorney, Arthur Gershfeld, refuses to discuss it.

Meanwhile, word spread that the young men involved in the rape allegation were the same young men rumored to have been last seen with George Smith. "When we realized it was the same names involved, I was concerned for our safety," says a person who was traveling with the girl involved in the rape allegations. "Especially when we made some accusations. I was concerned—where was all this going to lead?"

Royal Caribbean officials, however, moved swiftly to defuse the situation. Hours after the girl had come forward, both Rozenberg families and the Askin family—13 people in all—were escorted off the ship. A number of guests gathered on balconies to see them go. "We watched this group as they walked off and down to their luggage on the dock," says the person traveling with the girl. "We were just tickled to death [they were gone]. I watched them go down through security at the end of the dock, and it was obvious that Italian customs put them through the ringier, absolutely everything they had, item by item. It took them a long time to go through customs."

Afterward, the rape allegation was reviewed by a magistrate in Naples. According to an Italian newspaper article, the magistrate, after viewing the videotape, found no evidence of a crime. Others involved in the incident, however, say the magistrate did not rule on the evidence, but instead declared that the court had no jurisdiction, and turned the case over to the American Consulate. The F.B.I. is now investigating the case.

News of George Smith's disappearance generated several national media reports last summer, including pieces by *Dateline NBC* and *A Current Affair*, but all efforts to dig further into the case were stymied by the grief-stricken Smith and Hagel families, who refused to talk to the press. "It was total shutdown mode," says Brad Hamilton, a reporter for the *New York Post*. "You went to the liquor store and employees worried they might be fired if they talked. I talked to the store's distributors. They were aggressively hostile. We went to the Hagel home, on a cul-de-sac in Cromwell. The neighbors were aggressively hostile. For the most part, you know, the story just went nowhere."

Everything changed in December, however, when both Jennifer and the Smith family suddenly opened up, granting television interviews and agreeing to testify before a congressional committee—chaired by Connecticut's Christopher Shays—investigating cruise-ship safety. Both criticized Royal Caribbean: the Smiths for its supposed failure to keep them apprised of the investigation into George's death, Jennifer for what she described as poor treatment by ship's officers the day of his disappearance. She claims she was left alone in Turkey to fend for herself, a contention strongly denied by Royal Caribbean officials.

Caught off guard, Royal Caribbean brought in a crisis-management team of attorneys from the Washington firm of Orrick, Herrington & Sutcliffe headed by Lanny Davis, a special White House counsel to President Clinton. In early January, when a torrent of news stories and cable chatter surged after a holiday lull, the Davis team led Royal Caribbean officials in a spirited defense against claims they had neglected Jennifer, sullied the "crime scene," and downplayed George's death.

They produced Marie Breheret, who said she had been at Jennifer's side almost every minute she spent in Turkey. They issued a time line laying out everything they knew about what had happened, as well as a list of the "Top Ten Myths" about George's disappearance. When Jennifer agreed to discuss the case on *Oprah*, Royal Caribbean's president, Adam Goldstein, went on the show and apologized to her for how the incident was handled.

"It's so hard to attack back," Davis told me. "What are you going to do, attack a grieving mother? You can't win. But they're accusing us of a criminal conspiracy, of covering up a crime. We have to figure out, What do you do in this Internet-cable-do-it-first-before-you-do-it-right kind of echo chamber? This is a great example of this culture of cable TV and misinformation that starts to gain its own reality."

Overall, Royal Caribbean has succeeded in countering the most damning claims. There seems to be little substance to Jennifer's complaints of being abandoned. And while two family attorneys—James Walker and Brett Rivkind of Miami—have eaten up hours of coverage castigating the cruise line for "contaminating" the "crime scene" by failing to seal it off, several guests caught up in the furor defend Royal Caribbean. "They did seal the room; we were right next to it," says Clete Hyman. "And I worked with Marie. She was extremely compassionate and professional. I see all of this, frankly, as a smoke screen erected by attorneys who are only interested in money."

The guest who was traveling with the girl who initiated the rape allegation agrees. "Watching all this stuff in the press, I just started feeling very, very sorry for Royal Caribbean," this passenger says. "The day all this took place, with the help of the ship's doctor, who was extremely nice, we had the name of the F.B.I. agent who was involved in the case, his telephone number, all that stuff, within hours. This is just so different from the way Royal Caribbean has been portrayed. I mean, since when does a cruise line have an obligation to become a C.S.I. unit and solve crimes? This whole thing is crazy."

While the war of words continues, the F.B.I. investigation drags on. Attorneys for Rusty Kofman and Josh Askin say their clients have been repeatedly interviewed by the F.B.I. They say the Rozenberg boys have not agreed to similar interviews; the Rozenbergs' attorney won't say whether this is true. So far, most lawyers involved in the case speculate, no one has admitted to much of anything beyond having consensual sex with the 20-year-old woman. Without a confession, the case may be difficult to solve. "That's what worries me," says Clete Hyman. "That [the F.B.I.] may never come out and say anything."

So what really happened to George Smith?

Even his family isn't sure. "We get more and more confused each day," says Bree.

"I don't," says Maureen.

"I do," says Bree. "You know, Josh Askin is in the media one day, this Rusty Kofman the next. I just don't know ... "

"I'm actually convinced that the F.B.I. has the answers," says Maureen, "and I think there are arrests coming down, and there needs to be. My son was murdered on this cruise ship."

He may well have been. But, based on the evidence presented thus far, I'm inclined to think the four (or three) young men who departed the room that morning left George alone and alive. Clete Hyman emphasizes that he heard nothing up to that point that could be construed as a struggle. If one of the young men stayed behind in the room, it would be suspicious. It's difficult to believe that Josh Askin, a college student with no prior links to Kofman and the Rozenberg brothers, would cover up for them if one of them had remained behind in Smith's cabin. If it was Askin who remained behind, it's difficult to believe the others wouldn't finger him. Currently, there's no evidence that anyone else visited the stateroom.

Why would someone want to kill George Smith anyway? There's been speculation that he spoke of having a large amount of cash in his stateroom, but no one involved in the case says any money was missing. A plausible scenario revolves around an otherwise innocuous fact that hasn't been made public: George Smith, like many men, apparently enjoyed a good cigar while on vacation. At least one guest had smelled cigar smoke wafting from his room earlier in the cruise. The noises Hyman heard after the young men left that morning—drawers opening and closing—could well have been George hunting up a cigar. Maybe he took it outside to smoke and decided to sit on the balcony railing.

The ship's captain, Michael Lachtaridis, later told Royal Caribbean executives he saw what he called a "butt print" on the balcony railing—the outline of a *derrière* in the dew the next morning. Even allowing for the captain's premature statement that George's death was possibly an accident, his statement can't be discounted entirely. "The boat was rocking pretty good that night," one passenger told me. "If he sat up on that railing, it wouldn't be hard to fall off—especially if he was really, really drunk."

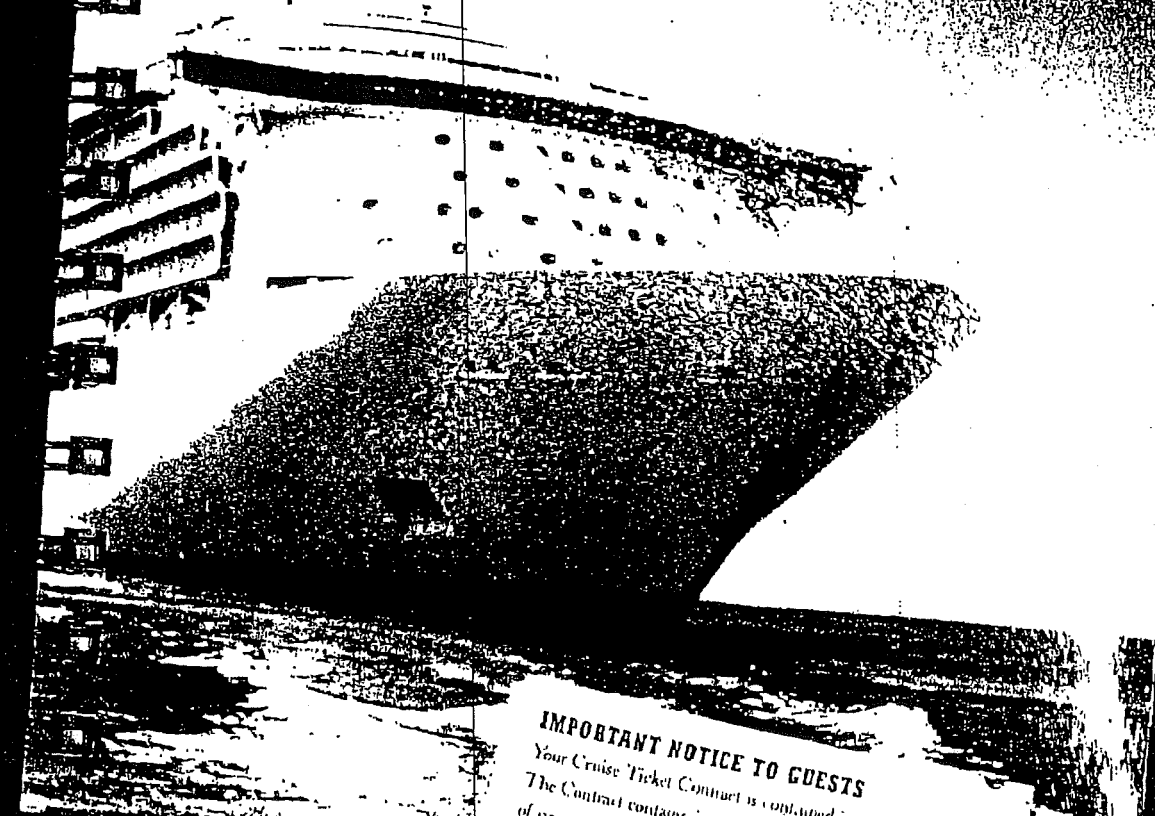
Bryan Burrough is a Vanity Fair special correspondent. He is currently working on a book about Texas oil families.

Illustrations by TIM SHEAFFER

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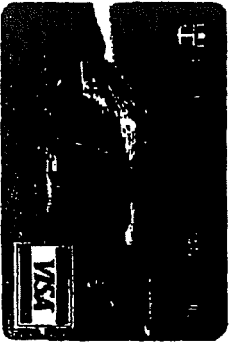
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GEORGE SMITH
JENNIFER HAGEL

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12 NIGHT MEDITERRANEAN CRUISE
 aboard
 BRILLIANCE OF THE SEAS

RESERVATION ID: 8960897
 SAILING DATE: 29 JUN 2005
 SAILING FROM: BARCELONA, SPAIN
 BOARDING AT: 03:00 P
 SAILING TIME: 07:00 P
 DINING SEATING: Second

STATEROOM: 9062
 NUMBER: DECK NINE
 DECK: D1
 CATEGORY:

If this symbol * is indicated next to your Dining Seating assignment, your primary request for dining has NOT been accommodated. While we will make every effort to accommodate your request up to the day of sailing, your desired seating may not become available due to high demand. When you check-in, please check your SeaPass card, it will indicate the final outcome of your seating request.

CHARGES:
 Stateroom Fare: 4942.00
 CruiseCare Charges: Declined**
 Shore Excursion Charges: 906.00
 Total Charges: 5848.00 USD
 **If you wish to purchase travel cancellation/interruption and protection insurance please contact BerkeleyCare at 1.800.453.4022 for eligibility and enrollment.

Travel Itinerary

CRUISE ITINERARY:	Arrive	Depart
JUN 29 BARCELONA, SPAIN	10:00a	07:00p
JUN 30 VILLEFRANCHE (NICE), FRANCE	07:00a	11:00p
JUL 1 LIVORNO(FLORENCE/PISA) ITALY	07:00a	07:00p
JUL 2 CIVITAVECCHIA (ROME), ITALY	07:00a	07:00p
JUL 3 AT SEA		
JUL 4 MYKONOS, GREECE	01:00p	09:00p
JUL 5 KISADASI (EPHESUS), TURKEY	07:00a	08:00p
JUL 6 SANTORINI, GREECE	07:00a	07:00p
JUL 7 PIRAEUS (ATHENS), GREECE	07:00a	07:00p
JUL 8 AT SEA		
JUL 9 NAPLES, ITALY	07:00a	07:00p
JUL 10 AT SEA		
JUL 11 BARCELONA, SPAIN	08:00a	

Cruise itinerary may change as conditions warrant.



Boarding Checklist

About Your Documents: A change in name, stateroom, dining or the addition of cruise only transfers does not require new vacation documents.

Boarding Checklist:

1. Mandatory Guest Information: Please refer to the Guest Information voucher in this booklet for important information governing the advance collection of guest information.

In order to further expedite the ship boarding process, please complete these enclosed forms before you leave home. Each form will be collected and processed during ship check-in formalities.

2. Change Account / Cruise Ticket
3. All Required Immigration Forms

In addition, the following documents will be reviewed and processed.

4. Proof of Citizenship and/or Travel Documents appropriate to your travel itinerary. Please review the citizenship information on the following page to ensure you bring the appropriate documents with you.
5. Proof of qualifying for purchase of restricted fare (if applicable)

Guest Information

At least four (4) days prior to sailing fill out Boarding Documents, including mandatory guest information by clicking on 'Before You Board' at www.royalcaribbean.com.

Under a provision of the "Border Security Act" that was adopted by the United States government, Royal Caribbean International must now provide the government with key information on our guests in advance of sailing. The advance collection of this information will enable various U.S. government agencies, and the Customs and Immigration authorities of the countries our ships visit, to take appropriate measures to ensure that our guests and our ships are secure and safe.

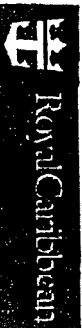
FAILURE TO PROVIDE THIS INFORMATION IN A TIMELY MANNER WILL RESULT IN DELAYED OR DENIED BOARDING

Royal Caribbean International has taken steps to ensure that this new process is as simple as possible for our guests. With your reservation number, last name, ship and sail date, you can access the online form and enter the required pre-clearance information and ensure its accuracy.

What Information Is Needed
Date of birth, country of birth/citizenship, details of identification document (e.g. passport information), emergency contact, address and other relevant information.

Key Things To Remember
If the spelling of your name, seen on page 1 of this booklet, does not match your form of identification (e.g. passport or birth certificate/government issued ID) please contact your travel agent or our reservations department at (800) 327-6700.

Please Note
Guests who do not have access to a computer can contact our reservations department and request a Guest Information Form.



Travel Documents

Before leaving home, please take a few minutes to familiarize yourself with the required travel documents you will be asked to provide prior to boarding the ship. Caution: The requirements described below are subject to change by governmental bodies without notice.

It is the sole responsibility of the guest to identify and obtain all required travel documents and have them available when necessary. These appropriate valid travel documents such as passports, visas, inoculation certificate and family legal documents are required for boarding and re-entry into the United States and other countries. For your protection, we recommend that your passport expiration date not occur within six (6) months of the sailing termination date.

Guests who do not possess the proper documentation may be prevented from boarding their flight or ship or from entering a country and may be subject to fines. No refunds will be given to individuals who fail to bring proper documentation.

There are no visa requirements for U.S. and Canadian passport holders.

France / Greece / Italy / Spain / Turkey

If you are not a U.S. or Canadian passport holder, you will be required to secure all necessary visas prior to leaving home. Please contact the Embassies (Consular Services) of each country on your sailing itinerary or the visa services of your choice, such as Zierer Visa Service where you can e-mail or call for the specific visa requirements, information, forms and fees for your nationality.

Embassy Websites

- France www.info-france-usa.org
- Greece www.greekembassy.org
- Italy www.italyemb.org
- Spain www.spainemb.org/ingles/finding.htm
- Turkey www.turkey.org

Zierer Visa Service
Tel: (866) 788-1100
Website: www.zvs.com
e-mail: rcv@zvs.com

Inoculation / Health
As detailed in our brochure, all guests must ensure that they are medically and physically fit for travel. The Centers for Disease Control (CDC) and the World Health Organization (WHO) provide guidelines as to which vaccinations are required in each country. In many cases inoculations are recommended but in some circumstances they are required. We recommend that you check with your health care professional or a Travel Medicine Specialist certified by the WHO for guidance. Other informational resources can be accessed at the Centers for Disease Control and Prevention's Traveler's Health website at www.cdc.gov/travel or toll free at 1-877-FYI-TRIP, and the World Health Organization website at www.who.int/vaccines-diseases/.

Family Legal Documents
Adults who are not the parent or Legal Guardian of any minor child traveling with

of the child's DIRT certificate) and an unexpired passport. The notarized letter from the child's parent must authorize the traveling adult to take the child on the specific cruise and must authorize the traveling adult to supervise the child and permit any medical treatment that must be administered to the child. If a non-parent adult is a Legal Guardian, the adult must present a certified certificate of Guardianship with respect to the child.

Please Note
Guests on consecutive sailings must ensure they have the proper Travel Documents for their entire cruise vacation.



royal caribbean online™

Stay connected to friends and family while enjoying your Royal Caribbean vacation. royal caribbean online™ provides easy to use internet access for you to send and receive e-mail 24 hours a day through your own ISP such as AOL, Hotmail, Yahoo or any Web based ISP. If you don't have an e-mail account, setting one up onboard is easy.

royal caribbean online™ is located on Deck 5. Don't forget to bring your friends and loved ones email addresses with you.

CYBERCABIN

Attention Laptop Users

Unlimited Internet access from the privacy of your own stateroom using your laptop. Please inquire on Deck 4, Business Service Center, for prices & availability.



ARRIVAL INFORMATION

Guests choosing to make their own travel arrangements may purchase round trip transfers to the pier/airport through us. This purchase should take place at least two weeks prior to sailing. Transfers may also be purchased at the airport(s) in most cities where boarding is scheduled. However, all transfers are based on availability and subject to space. Please contact your travel agent or us for details.

Please be sure to attach the enclosed ship baggage tags and any personal ID in the form of a nametag to each piece of luggage before you leave home. We recommend that you hand carry all medication, travel documents, valuables and any other items that will meet your needs until your luggage is delivered to your stateroom.

You will need to claim any luggage checked with your airline upon arrival. Porters are available at some locations to assist you with transporting your luggage for a nominal fee.

Guests Traveling Independently: The Port Direction voucher in this booklet will provide you with information on getting to the pier. For your comfort and convenience we recommend you present yourself at the pier for ship check-in formalities no earlier than the Boarding Time indicated on your Cruise Summary voucher unless otherwise indicated in this booklet. Prior to releasing your ground transportation at the pier terminal, please verify the berthing of the ship, as the port authority may make last minute pier assignment changes.

Guests Who Purchased An Airport to Pier Transfer: Guests, whose flights are arriving on the day of sailing and who have purchased an airport to pier transfer, prior to the production of this document, should refer to the transfer voucher in this booklet for additional information.

Security At The Pier: Please expect delays related to security procedures when arriving at the port to board the ship. These procedures have been designed for your safety and all attempts will be made to expedite you through the process as quickly as possible.



Port Directions

PORT: Barcelona, Spain

AIRPORT: Barcelona El Prat International Airport
8 miles to pier, approximate driving time 40 minutes

PIER TERMINAL: Moll D'Adossat Terminal

AIRPORT TRANSPORTATION: Taxis are available for hire.

DRIVING: From Barcelona Airport to Pier, exit the airport and take the road to Barcelona City. Once there, take the Ronda Litoral Highway and take the exit marked PUERTO. Turn right and then follow the signs indicating PUERTO. Ships are berthed at Adossat Terminal (Moll D' Adossat).

PIER LONG TERM PARKING: Not Available

For any day of travel concerns you may have, please contact our local cruise line representative InterCruises at (011) 34-93-301-2244 or us at (800) 256-6649 or (305) 539-4107.

Excursions Confirmation

The following Shore Excursions have been confirmed in your name.

Code	Description	Tickets
CVB1	Imperial Rome	02
LVB1	A Taste of Florence	02
NPC1	Amalfi Drive - Sorrento & Napoli	02
PR11	Ancient Athens, Plaka & Shopp!	02
VFP1	Monte Carlo & Grand Casino	02

Please Note:
Shore Excursions are subject to cancellation as conditions warrant.



Explorations! Information

Shore Excursions may be purchased online.

We urge you to experience our pre-booking Explorations System by visiting our web site at www.royalcaribbean.com and clicking on the Before You Board button and selecting Shore & Land Excursions.

For your convenience it is now possible to pre-book your shore excursion(s) up to 10 days prior to your sailing date. To book an excursion, you will need your cruise Reservation ID, ship name, and sailing date. Once you have completed your purchase, an immediate recap of the selected tours will be offered. A final e-mail confirmation will also be delivered to your e-mail address once your credit card is approved.

Within 10-days prior of your sailing date, the Internet system is closed and no further shore excursion pre-sales are possible. At this point, any additional shore excursions you may wish to purchase are available only onboard the ship on a first-come first-served basis.

Once onboard, shore excursion booking forms can be found in your stateroom or at the shore excursion desk.

Some of our ships offer an interactive system, which also allows you to book shore excursions from the convenience of your stateroom TV. This system is very user friendly and will book and debit shore excursion(s) through your onboard charge account.

Confirmation of any excursion (s) pre-purchased prior to the production of this ticket booklet is enclosed.

All shore excursion ticket(s) pre-booked or purchased onboard will be delivered to your stateroom.

myou.voyage.com
Visa® Credit Card

Carry the no-annual fee Royal Caribbean Visa credit card, and earn Royal PointsSM that you can use toward onboard credits, stateroom upgrades, and even free Royal Caribbean International cruises. Every purchase you make brings you closer to your next cruise vacation.*

- * Earn 2,500 Bonus Royal Points after making your first qualifying transaction
- * Earn 1 Royal Point for every purchase dollar you spend
- * Earn double Royal Points for every purchase dollar you spend with Royal Caribbean
- * Low Introductory Annual Percentage Rate (APR)

Call toll-free and receive an INSTANT DECISION (800) 348-2988 on your application (TTY users, see below) or apply online at royalcaribbean.com (Please use priority code CIDW when calling).**

DON'T FORGET, you could be earning DOUBLE Points when you use the card on your upcoming cruise.

+ For information about the rates, fees, other costs, features, and benefits associated with the use of the Royal Caribbean Visa® Platinum Plus or Preferred credit cards, or to apply, contact MBNA America Bank, N.A., the issuer and administrator of this credit card program at (800) 348-2988 or visit online. TTY users, please call (800) 833-6262. Cardholder must be at least 18 years of age and either a citizen or permanent resident of the United States or reside in the U.S. or at least 21 years of age and a permanent resident of the Commonwealth of Puerto Rico. MBNA is solely responsible for all cardholder credit matters. Visa is a federally registered service trademark of Visa U.S.A. Inc. Visa International Service Association and is used by MBNA pursuant to license from Visa U.S.A. Inc.

* To receive Bonus Royal Points (in addition to basic points, if any), make any purchase or cash advance transaction with your new Royal Caribbean credit card purchase. Transactions must occur no later than the Closing Date of the second complete billing cycle ending after the account is opened. Bonus Points from this one-time offer will be credited to your account 6-8 weeks after you qualify. Bonus Points count towards yearly earnings limit. See Program highlights above for more information. While any valid transaction is eligible for the limited-time Bonus Royal Points offer, regular Royal Points earnings are based on new net retail purchases transactions. Cash advances, purchases of cash equivalents (including purchases of casino gaming chips), and fraudulent or unauthorized transactions do not earn regular points. There are limits on the number of Royal Points that can be earned. Other terms apply. Complete Program Rules accompany new account materials. This reward program is offered by Royal Caribbean Cruises Ltd., and its terms are subject to change.

**Upon approval, please allow 3-4 weeks for receipt of the card. To receive double points for Royal Caribbean products and services purchased onboard a Royal Caribbean ship, the Royal Caribbean Visa credit card must be presented at the time of purchase (or the point of sale). If you need your card immediately, please request your credit card (s) to be rushed.



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Detach here

GUEST CLEARANCE INFORMATION FORM

SHIP: BR		SAIL DATE: 29 JUN 2005		RESERVATION # 8960897		STATEROOM # 906	
LAST NAME/SURNAME	SMITH	HAGEL					
FIRST NAME	GEORGE	JENNIFER					
MIDDLE NAME:	Allen	Caryl					
DATE OF BIRTH <small>ex. JAN 05 1950</small>	OCT 03 1978	NOV 18 1879					
MARITAL STATUS	<input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED	<input type="checkbox"/> SINGLE <input checked="" type="checkbox"/> MARRIED	<input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED	<input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED	<input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED	<input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED	<input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED
<small>IS THIS YOUR FIRST CRUISE VACATION? IF NO, HOW MANY TIMES HAVE YOU CRUISED?</small>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO # 004	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO # —	<input type="checkbox"/> YES <input type="checkbox"/> NO #	<input type="checkbox"/> YES <input type="checkbox"/> NO #	<input type="checkbox"/> YES <input type="checkbox"/> NO #	<input type="checkbox"/> YES <input type="checkbox"/> NO #	<input type="checkbox"/> YES <input type="checkbox"/> NO #
<small>HAVE YOU CRUISED WITH US BEFORE? HOW MANY TIMES HAVE YOU CRUISED WITH US?</small>	<input checked="" type="checkbox"/> YES # 002 <input type="checkbox"/> NO	<input type="checkbox"/> YES # — <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES # <input type="checkbox"/> NO	<input type="checkbox"/> YES # <input type="checkbox"/> NO	<input type="checkbox"/> YES # <input type="checkbox"/> NO	<input type="checkbox"/> YES # <input type="checkbox"/> NO	<input type="checkbox"/> YES # <input type="checkbox"/> NO
ENTER YOUR E-MAIL ADDRESS TO RECEIVE UPDATES AND SPECIAL OFFERS:							
MAILING ADDRESS							
46 GOLD ST 1ST FLOOR						APT.#	
CITY: GREENWICH				STATE/PROVINCE: CT		ZIP/POSTAL CODE: 06830	
COUNTRY: USA)							
IN CASE OF EMERGENCY PLEASE NOTIFY: NAME: MAUREEN SMITH						TELEPHONE: 2035325090	

You can fill this form on the web at www.royalcaribbean.com



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UNIQUE ACCOUNT
& Cruise Ticket

Complete Both Sides

RESERVATION ID: 8960897
SHIP NAME: BRILLIANCE OF THE SEAS
SAILING DATE: 29 JUN 2005
STATEROOM: 9062

Onboard Charge Account: I will pay by (check one):

Cash/Travelers Checks MasterCard Visa
 American Express Diners JCB Discover

Card Expiration Date: 10 / 07 (month/year)

Card Number: 5466 1602 1664 7816
George Allen Smith IV

Name as it appears on credit card of responsible for account

Members in your party authorized to sign on this account
1. *Service Host* Stateroom # 9062
2. Stateroom # _____
3. Stateroom # _____

By signing below the guest hereby authorizes us to charge the credit card account indicated above for all charges made to the onboard charge account or the guest will settle all charges made to the onboard charge account in cash/travelers check and ~~regardless of the method of payment~~ to be personally liable for such charges.

X *[Signature]*
Cardholder or guest signature responsible for onboard account

For Non-US issued MasterCard or Visa Card Holders
If you use a MasterCard or Visa Card issued outside of the United States and one which is billed to any of the following currencies: AUD, CAD, CHF, DKK, EUR, GBP, HKD, JPY, MXP, NOK, SEK, the full amount of the charge will be converted to the currency of the card by our conversion agent and a currency conversion service charge will be billed to your account. If you opt out of using our conversion agent, the issuer of your card may still charge you a service fee for currency conversion. Choice of currency is final.

If you do not wish Royal Caribbean International to convert your charges to the currency of your card's billing as described above, please check here _____

CHARGES



CRUISECARE: Declined**
SHORE EXCURSION: 906.00
TOTAL: 5948.00 USD

** If you wish to purchase the travel cancellation/interruption and protection insurance please contact BertleyCare at 1.800.453.4022 for eligibility and enrollment.

Cruise Ticket Contract
It is important that you read all terms of the cruise ticket contract. This is not transferable and is not subject to alterations by the guest. Name changes on the day of boarding are not permitted.

Guest Signature(s):
GEORGE SMITH

George A. Smith

JENNIFER HAGEL

Jennifer Hagel



Important - Passenger Cruise/CruiseTour Ticket Contract 1

Read All Clauses
Whether or not signed by Passenger, this ticket shall be deemed to be an undertaking and acknowledgement by Passenger that he accepts on behalf of himself and all other persons traveling under this ticket, all the terms and conditions set out herein.

1. (a) "Passenger" includes all persons traveling under this ticket and their heirs and representatives. "Passenger" shall include the plural and the use of the masculine shall include the feminine.

(b) "Carrier" means the cruise line operator named in Article 20 of this Cruise Ticket Contract, all Vessels, Royal Celebrity Tours Inc. ("RCT") with respect to the RCT Land Tour portion of any CruiseTour, and their respective employees, agents, affiliates, successors and assigns.

(c) "Vessel" means the ship chartered by Carrier on which Passenger may be traveling or against which Passenger may assert a claim.

(d) "CruiseTour" shall mean the combined vacation package consisting of the cruise described in this booklet and the RCT Land Tour.

(e) "RCT Land Tour" shall mean the land tour component of a CruiseTour to be provided either prior to the initial embarkation on the cruise or after the final departure from the cruise, as indicated in this booklet.

(f) "Transport" means the railcars, buses and other modes of transportation or accommodation provided by RCT in connection with a RCT Land Tour.

2. (a) Each adult Passenger is permitted to carry up to two hundred pounds (200 lbs.) of luggage aboard the Vessel. In no event shall any Passenger bring on board the Vessel, or in connection with the RCT Land Tour, any controlled substances, live animals, weapons, firearms, explosives or other similar property without written permission from Carrier. Carrier reserves the right to refuse to permit any Passenger to take on board the Vessel or on any mode of Transport any item Carrier deems inappropriate.

(b) Unless negligent, Carrier is neither responsible nor liable for any loss of or damage to Passenger's property. Liability for loss of or damage to Passenger's property in connection with any air or ground transportation shall be the sole responsibility of the provider of the service and in accordance with applicable limitations.

(c) Carrier's liability for loss or damage to property is limited to \$300.00 per Passenger unless Passenger declares the true value in writing and pays Carrier before embarkation or before arriving for the start of the RCT Land Tour (whichever is earlier) a fee of five percent (5%) of the amount that such value exceeds \$300.00. In such event, Carrier's liability shall be limited to its true declared value, but not exceeding \$5,000.

(d) In no event shall Carrier be liable for loss of or damage to jewelry, cash, negotiable paper, photographic/electronic equipment or other valuables unless they are deposited with Carrier on the Vessel for safekeeping against receipt (RCT may not accept valuables for deposit). Carrier's liability for loss of or damage to valuables so deposited shall not exceed the amounts indicated in Clause 2(c).

3. No undertaking or warranty shall be given or shall be implied as to the seaworthiness, fitness or condition of the Vessel or any food or drink supplied on board.

4. Any medical personnel, masseuse, hair stylist, manicurist or other service providers on board the Vessel or on Transport are provided solely for the convenience of Passenger. Such persons are independent contractors and not acting as agents or representatives of Carrier. Carrier assumes no liability

provided by such persons. Passenger shall pay for all medical care requested or required, whether aboard or ashore, including the cost of any emergency medical care or transportation incurred by Carrier.

5. All arrangements made for or by Passenger for air transportation, shore excursions, ground tours, ground transportation, hotels, restaurants and other similar activities or services of such services are independent contractors and Passenger's risk. The providers of such services are independent contractors and are not acting as agents or representatives of Carrier. In no event shall Carrier be liable for any accident or harm to Passenger which occurs off the Vessel or the Transport as a result of any acts, omissions or negligence of any independent contractors.

6. Carrier may for any reason, at any time and without prior notice, cancel, advance, postpone or deviate from any scheduled sailing or port of call, or substitute another vessel or port of call, and shall not be liable for any loss whatsoever to Passenger by reason of such cancellation, advancement, postponement, substitution or deviation. In connection with a Cruise/Tour, Carrier may for any reason, at any time and without prior notice, cancel, advance, postpone or deviate from any scheduled departure or destination, or substitute another railcar or bus or destination or lodging or other component of the Cruise/Tour, and shall not be liable for any loss whatsoever to Passenger by reason of such cancellation, advancement, postponement, substitution or deviation. By way of example, and not limitation, Carrier may deviate from any scheduled sailing and may otherwise land Passenger or his property at any port if Carrier believes that the voyage or any other cause ashore, breakdown of Vessel, congestion, docking difficulties or any other cause whatsoever, prevailing weather conditions, labor conflicts, strikes onboard or blockages, breakdown of Vessel, congestion, docking difficulties, Carrier may at its discretion elect not to visit a location shown on your itinerary, Carrier shall make right to substitute a hotel for the planned hotel, provided that Carrier shall make commercially reasonable efforts to provide a comparable hotel.

7. Carrier shall have the right to comply with any orders, recommendations, or directions whatsoever given by any governmental entity or by persons purporting to act with such authority and such compliance shall not be deemed a breach of this Contract.

8. Refunds for Passenger cancellations prior to sailing or the first day of the Cruise/Tour (whichever occurs first) are limited by the terms of Carrier's refund policy. Passengers are advised to consult the Carrier's cruise brochure for the terms of Carrier's refund policy.

9. All Passports, visas and other travel documents required for embarkation and disembarkation and at all ports of call are the responsibility of Passenger.

10. Passenger, or if a minor, his parent or guardian, shall be liable to, and shall reimburse Carrier for any damage to the Vessel, the Transport or any property of Carrier caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of the Passenger and Passenger, or if a minor, his parent or guardian, shall further indemnify Carrier, the Vessel and the Transport and each and all of their agents and servants against all liability which Carrier, the Vessel or the Transport or such agents or servants may incur towards any person or company or government for any personal injury, death or damage to property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of Passenger.

11. IT IS AGREED BY AND BETWEEN PASSENGER AND CARRIER THAT ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER IN CONNECTION WITH OR INCIDENT TO THIS CONTRACT SHALL BE LITIGATED, IF AT ALL, IN AND BEFORE A COURT LOCATED IN MIAMI, FLORIDA, U.S.A. TO THE EXCLUSION OF THE COURTS OF ANY OTHER STATE, TERRITORY OR COUNTRY. PASSENGER HEREBY WAIVES ANY VENUE OR OTHER OBJECTION THAT HE MAY HAVE TO ANY SUCH ACTION OR PROCEEDING BEING BROUGHT IN ANY COURT LOCATED IN MIAMI,



TRANSPORT UPON ANY CLAIM RELATING TO LOSS OF OR DAMAGE TO PROPERTY UNLESS WRITTEN NOTICE OF THE CLAIM, WITH FULL PARTICULARS, SHALL BE DELIVERED TO CARRIER AT ITS PRINCIPAL OFFICE WITHIN TEN (10) DAYS AFTER TERMINATION OF THE VOYAGE OR THE CRUISE TOUR (WHICHEVER IS LATER) WHICH THIS CONTRACT RELATES; AND IN NO EVENT SHALL ANY SUCH SUIT FOR ANY CAUSE AGAINST CARRIER, THE VESSEL OR THE TRANSPORT RELATING TO LOSS OF OR DAMAGE TO PROPERTY BE MAINTAINABLE UNLESS SUCH SUIT SHALL BE COMMENCED (FILED) WITHIN SIX (6) MONTHS AFTER THE TERMINATION OF THE VOYAGE OR THE CRUISE TOUR (WHICHEVER IS LATER) AND PROCESS SERVED WITHIN THIRTY (30) DAYS AFTER FILING, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY.

(B) NO SUIT SHALL BE MAINTAINABLE AGAINST CARRIER, THE VESSEL OR THE TRANSPORT FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO, DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH OF PASSENGER UNLESS WRITTEN NOTICE OF THE CLAIM, WITH FULL PARTICULARS, SHALL BE DELIVERED TO CARRIER AT ITS PRINCIPAL OFFICE WITHIN SIX (6) MONTHS FROM THE DAY CAUSE OF ACTION OCCURRED, AND IN NO EVENT SHALL ANY SUCH SUIT FOR ANY CAUSE AGAINST CARRIER, THE VESSEL OR THE TRANSPORT BE MAINTAINABLE UNLESS SUCH SUIT SHALL BE COMMENCED (FILED) WITHIN ONE (1) YEAR FROM THE DAY WHEN THE CAUSE OF ACTION OCCURRED AND PROCESS SERVED WITHIN THIRTY (30) DAYS AFTER FILING, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY.

(C) THE CARRIER HEREBY DISCLAIMS ALL LIABILITY TO THE PASSENGER FOR DAMAGES FOR EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY OF ANY KIND UNDER ANY CIRCUMSTANCES. (D) WITHOUT LIMITING THE PRECEDING SENTENCE, IN NO EVENT WILL CARRIER BE LIABLE TO PASSENGER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES.

(E) THE EXCLUSIONS OR LIMITATIONS OF LIABILITY OF CARRIER SET FORTH IN THE PROVISIONS OF THIS CONTRACT SHALL ALSO APPLY TO AND BE FOR THE BENEFIT OF AGENTS, INDEPENDENT CONTRACTORS, CONCESSIONAIRES AND SUPPLIERS OF CARRIER, AS WELL AS OWNERS AND OPERATORS OF ALL SHORE-SIDE PROPERTIES AT WHICH THE VESSEL OR THE TRANSPORT MAY CALL, AS WELL AS OWNERS, DESIGNERS, INSTALLERS, SUPPLIERS AND MANUFACTURERS OF THE VESSEL OR THE TRANSPORT, OR ANY COMPONENT PARTS OF EITHER, TOGETHER WITH THE EMPLOYEES AND SERVANTS OF EACH OF THE FOREGOING.

13. Passenger, or if a minor, his parent or guardian, shall be liable to Carrier, the Vessel and the Transport for any fines or penalties imposed on the Vessel, the Transport or Carrier by any authorities for his failure to observe or comply with local governmental laws or regulations, including requirements relating to immigration, customs or excise.

14. Passenger warrants that he and those traveling with him are fit for travel and that such travel will not endanger themselves or others. Carrier reserves the right to terminate a Passenger's cruise or RCT Land Tour or both at any time, at the risk and expense of the Passenger disembarked, when in the opinion of Carrier, Passenger is believed to be a danger to himself or a disturbance or danger to others.

15. Carrier shall not be required to refund any portion of the fare paid by any Passenger who fails for any reason to be onboard the Vessel or the Transport at the time of the Vessel's or the Transport's departure from the port of embarkation or any port of call or destination or point of departure as the case may be and shall not be responsible for lodging, meals, transportation or other expenses incurred by Passenger as a result thereof. Carrier shall have no obligation to any Passenger to deviate from any scheduled sailing or port of call or destination.

16. Carrier has the exclusive right to include photographic, video and other visual portrayals of Passenger in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation



to passengers, and all rights, title and interest therein shall be deemed to be assigned to the Carrier for the purpose of this Contract.

Passenger or any person deriving any rights or interest from Passenger.

17. Passenger acknowledges and confirms that any travel agent utilized by Passenger in connection with the issuance of this ticket is, for all purposes, Passenger's agent and Carrier shall not be liable for any representation made by said travel agent. Passenger shall at all times remain liable to Carrier for the price of passage.

18. In addition to the restrictions and exemptions from liability provided in this Contract, Carrier shall have the full benefit of any applicable laws providing for limitation and exoneration from liability, and nothing in this Contract is intended to operate to limit or deprive Carrier of any such statutory limitation of or exoneration from liability. Without limiting the foregoing, Carrier claims benefit of all restrictions, exemptions and limitations of the "Convention Relating to the Carriage of Passengers and Their Luggage by Sea" of 1974 as well as the Protocol to the "Convention Relating to the Carriage of Passengers and Their Luggage by Sea" of 1976 ("Athens Convention"), which limits the liability of the Carrier for the death or personal injury to a passenger to no more than the applicable amount of Special Drawing Rights as defined therein, and all other limits on damage or loss to personal property.

19. This Contract contains the entire agreement between Carrier and Passenger and supersedes any other agreements, written or oral, relating to the subject matter. Any waiver of any provision of this Contract must be made in writing and signed by Carrier. If any portion of this Contract shall be determined to be invalid, then said portion shall be deemed severed from the Contract in such jurisdiction only and all remaining portions shall remain in full force and effect.

20. Carrier, RCL (UK) Ltd., a subsidiary of Royal Caribbean Cruises Ltd., Royal Caribbean House, Addlestone Road, Weybridge Surrey, KT15 2UE England.



GEORGE SMITH
46 GOLD ST
GREENWICH, CT - 06831
UNITED STATES

GEORGE SMITH
JENNIFER HAGEL

Crown & Anchor Membership #

BRILLIANCE OF THE SEAS
Sailing: 29 JUN 2005
Group ID: Not Applicable
Reservation ID# 8960897



8393674

XXXXXXXXXX

24



Instructions

Do not remove tags from backing.

Separate each tag at the perforations to create four individual baggage tags.



1. Wrap tag around the handle of each bag you intend to check (color side out).

2. Only remove the portion of tag backing where indicated to expose adhesive.

3. Make sure that both ends of the tag meet evenly and adhere one to the other.

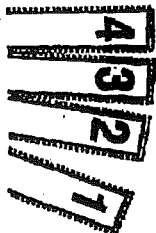


Please dispose of any waste in a proper container.

Instructions

Do not remove tags from backing.

Separate each tag at the perforations to create four individual baggage tags.



1. Wrap tag around the handle of each bag you intend to check (color side out).

2. Only remove the portion of tag backing where indicated to expose adhesive.

3. Make sure that both ends of the tag meet evenly and adhere one to the other.



Please dispose of any waste in a proper container.



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Baggage Tag Instructions

Do not remove tags from backing.

Separate each tag at the perforations to create four individual baggage tags.

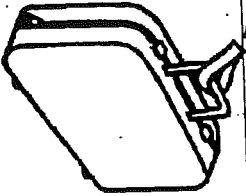


1. Wrap tag around the handle of each bag you intend to check (color side out).

2. Only remove the portion of tag backing where indicated to expose adhesive.

3. Make sure that both ends of the tag meet evenly and adhere one to the other.

Push ends of tag together.



Please dispose of any waste in a proper container.

Baggage Tag Instructions

Do not remove tags from backing.

Separate each tag at the perforations to create four individual baggage tags.

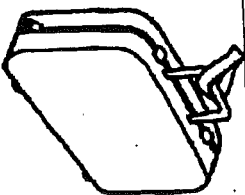


1. Wrap tag around the handle of each bag you intend to check (color side out).

2. Only remove the portion of tag backing where indicated to expose adhesive.

3. Make sure that both ends of the tag meet evenly and adhere one to the other.

Push ends of tag together.



Please dispose of any waste in a proper container.

THE CRUISE VACATION GUIDE



GETTING READY • GIFTS & GEAR • TUXEDOS

www.royalcaribbean.com

GETTING READY

Whether you're cruising the warm Caribbean seas or a glacial Alaskan bay, you will have to be prepared. We're here to help you get started.

WHAT SHOULD I PACK?

Days onboard are casual, so you'll be most comfortable in sportswear or resort wear. Shoes should be low-heeled for deck activities. Bring a few swimsuits (so you'll always have a dry one).

Ashore, you'll need comfortable walking shoes. For evenings, count on three basic types of attire:

Casual: sundress or slacks and blouses for women; polo shirt and trousers for men.

Smart Casual: dresses or pantsuits for women; jackets for men.

Formal: cocktail dresses for women; suits and ties or tuxedos for men.

See *Itazero* travel info on pages 21-23.

If you're cruising to the Caribbean, Mexico or other warm weather destinations, bring a hat for protection from the sun.

If your cruise vacation will take you to Alaska, Canada/New England or Northern Europe, be sure to pack a jacket and several sweaters. We recommend that you hand-carry all travel documents, medication and any personal items that will need your needs until your luggage is delivered to your stateroom. Luggage delivery aboard may take a few hours.

EVENING ATTIRE

The following will help you plan your evening attire onboard the ship:

3-5 night cruises 10-12 night cruises
One formal night Two formal nights
Two or three casual nights Three smart casual nights
All other nights are casual

6-8 night cruises 13-15 night cruises
Two formal nights Three formal nights
One smart casual night Four smart casual nights
All other nights are casual

Each ship also offers a variety of casual dining options each night.

WHAT TRAVEL DOCUMENTS AND IDENTIFICATION DO I NEED?

Bring all the cruise documents contained in this booklet (please fill out any necessary forms prior to leaving home) and proper

identification. A valid passport is necessary for all international cruises. On domestic voyages, U.S. citizens will not be allowed to embark the ship without acceptable proof of identity.

WHAT IS CONSIDERED ACCEPTABLE PROOF OF IDENTITY?

Documents that will be accepted as proof of identity are:

- Passport (either valid or expired).
- Original or certified copy of your birth certificate along with a federal, state or local government photo ID card.
- A voter's registration card or a Social Security Card is not acceptable.

• Naturalization papers (original or certified copy) with federal, state or local government-issued photo ID card.

• Non-U.S. citizens residing in the United States must present a valid Alien Registration (i.e., Green Card) prior to boarding the ship.

WHAT IF I AM TRAVELING TO EUROPE OR GOING TO AN EXOTIC DESTINATION?

Failure to bring valid travel and health documents such as passports, visas, vaccination certificates, etc. will result in denial of embarkation. If you are a U.S. citizen, Royal Caribbean will provide the forms necessary for your cruise to an exotic destination.

Note: For full information on travel documents, please see a travel agent or a vacation planner.

WHAT ABOUT HAIR-DRYERS AND LAUNDRY?

For the benefit of our guests, all Royal Caribbean ships provide hair-dryers. For a very reasonable fee, we'll do your laundry and dry cleaning in just one day. We do not provide irons in staterooms as they constitute a fire hazard. There are no self-laundry facilities aboard.

GETTING TO THE SHIP

In no time, you'll be onboard and ready to embark on the most adventuresome vacation of your life. Here is the information you need to get there.

HOW EARLY DO I NEED TO ARRIVE?

You should plan to arrive at the pier at least two hours before the ship is scheduled to depart. Boarding times vary by itinerary. It is your responsibility to arrive on time. Please check your itinerary in the front of this booklet for confirmed boarding time.

In preparation for prompt departure, cruise check-in will close 30 minutes prior to sailing. Guests arriving after this will not be permitted to board. For security reasons, guests are not allowed to bring visitors onboard our ships in any port.

WHAT IF MY FLIGHT IS DELAYED?

If you have purchased an optional CruiseCair® Vacation Protection Plan, you'll be reimbursed up to \$500 to cover accommodations, meals and "catch-up" transportation — as long as the airline delay was caused by covered reasons.

Otherwise, either you or the airline are responsible for any expense incurred to meet the ship at its next port of call.

HOW DO I GET TO THE SHIP?

That depends on whether Royal Caribbean arranged your transportation or whether you arranged your own transportation. For information on how to get to the ship, please refer to the documents found in the upfront section of this booklet.

CAN I LEAVE MY CAR AT THE CRUISE TERMINAL?

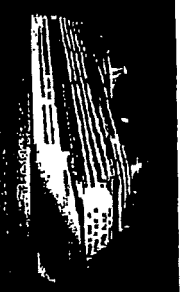
Most of the time you'll find parking (charged at a daily rate) located near the cruise terminal. Please refer to the documents found in the upfront section of this booklet.

HOW DO I CHECK IN?

Please have all forms completed prior to leaving home. Simply present your cruise documents and identification to one of our agents. They will check you in and issue you a SeaPass® card, which will serve as your identification card for boarding and reboarding the ship, as well as your charge card for any onboard purchases. You will also receive our Welcome Aboard flyer, which will answer the questions most frequently asked during boarding. You can also fill out guest information forms on our website. Click on "Before You Board" to get started.

HOW DO I FIND OUT ABOUT AND PAY FOR SHORE EXCURSIONS?

You can purchase your shore excursions online by visiting our website, www.royalcaribbean.com, any time of the day or night. To prebook an excursion, you will need your cruise reservation number, ship name and sailing date. Once you have completed your purchase, an immediate receipt of the selected tours will be provided along with a final e-mail confirmation when your credit card purchase is approved. Your purchased tour ticket(s) will be delivered to you in your stateroom. Kindly note that you have up to 10 days prior to your sail date to purchase your shore excursions online. Once within the 10-day sail date deadline, the booking system is closed and tours are no longer available for pre-booking. From this point, all guests must book their excursions onboard the vessel on a first-come, first-served basis.



GETTING SETTLED

HOW DO I PAY FOR ONBOARD PURCHASES?

Royal Caribbean offers SeaPass™, a convenient way for you to pay for all of your onboard purchases and shore excursions. To open up a SeaPass account, just present your Visa, MasterCard, American Express, Carte Blanche, Optima, Diners Club International, JCB or Discover Card, and we'll take care of everything. On the final morning of your cruise vacation, an itemized statement of your account will be delivered to your stateroom. We accept cash in the casino, for gratuities and for foreign exchange on applicable itineraries.

WHAT ABOUT CASH, CHECKS AND FOREIGN CURRENCY?

Guest Relations at the Purser's Desk or casino can cash a personal check for up to \$200 – or for \$250, if you are an American Express cardholder. Personal checks are not accepted for purchases aboard the ship. U.S. dollars and traveler's checks are accepted in most ports. Guest Relations at the Purser's Desk will cash traveler's checks, large U.S. bills, Canadian dollars and pounds sterling on applicable itineraries and currencies. (In Europe, all ports offer exchange services.)

CAN I CALL HOME FROM THE SHIP?

You can make ship-to-shore calls from your stateroom, 24 hours a day. The cost is \$7.95 per minute and will be automatically charged to your SeaPass account.

WILL MY FRIENDS AND FAMILY BE ABLE TO CONTACT THE SHIP?

Your friends and family can contact the ship by dialing (888) 724-SHIP (7447). They can call (732) 335-3265 for access from outside the U.S. The cost is \$7.95 per minute and can be charged to their American Express, MasterCard or Discover. (From outside the U.S., additional long distance charges will apply.)

IS THERE A CODE OF CONDUCT?

For the safety and comfort of our guests, Royal Caribbean has developed a set of Guest Vacation Guidelines for both adults and children. If Royal Caribbean determines that certain guests are in violation of these guidelines, we may be forced to ask the offending party to leave the ship at the next available port of call. Please make sure to familiarize yourself with these guidelines, which are located in the Guest Services Directory found in your stateroom.

IS THERE A SAFE PLACE TO STORE MY VALUABLES?

A limited number of safety deposit boxes are available at Guest Relations at the Purser's Desk, free of charge to our guests. In addition, safes are available in most staterooms.

TIPPING GUIDELINES

To thank those who have served you well, we suggest the following guidelines:

- Dining room waiter: \$3.50 a day per guest
- Stateroom attendant*: \$3.50 a day per-guest
- Assistant waiter: \$2.00 a day per guest
- Headwaiter: \$0.75 a day per guest

- Gratuities for other service personnel are at your discretion.

*If sailing in a Suite, please use this as your guide for stateroom attendant: \$5.75 a day per guest.

Please note: All gratuities can be added to your SeaPass account onboard for your convenience. A 15% gratuity will be automatically added to your bar bill or wine check when you are served.

BEVERAGE POLICY

WHAT ABOUT ALCOHOLIC BEVERAGES?

Guests are not allowed to bring alcoholic beverages of any kind onboard for consumption or any other use. Alcoholic beverages that are purchased duty-free from the Shops On Board or at ports of call will be stored by us and delivered to your stateroom on the last day of your voyage. A member of our staff will be at the gangway to assist with the storage of your purchases.

WHAT ABOUT DRINK PACKAGES?

We now offer an Unlimited Soda and Juice Package and a Wine and Dine Package. Both of these packages provide guests with substantial savings during their cruise. You should take note that both packages are available for sale onboard each ship for a limited time only on the day of departure. Please ask a staff member to direct you once onboard so you don't miss this opportunity. Please look for complete details in this book or visit www.royalcaribbean.com.

WHAT ABOUT WINE?

Royal Caribbean has a state-of-the-art wine list that beautifully represents "The romance of the sea, the passion of wine and the elegance of Royal Caribbean." please review our complete list by visiting www.royalcaribbean.com. A limited selection is available for preordering; please see page 9 for selections.

WHAT IS THE DRINKING AGE ONBOARD?

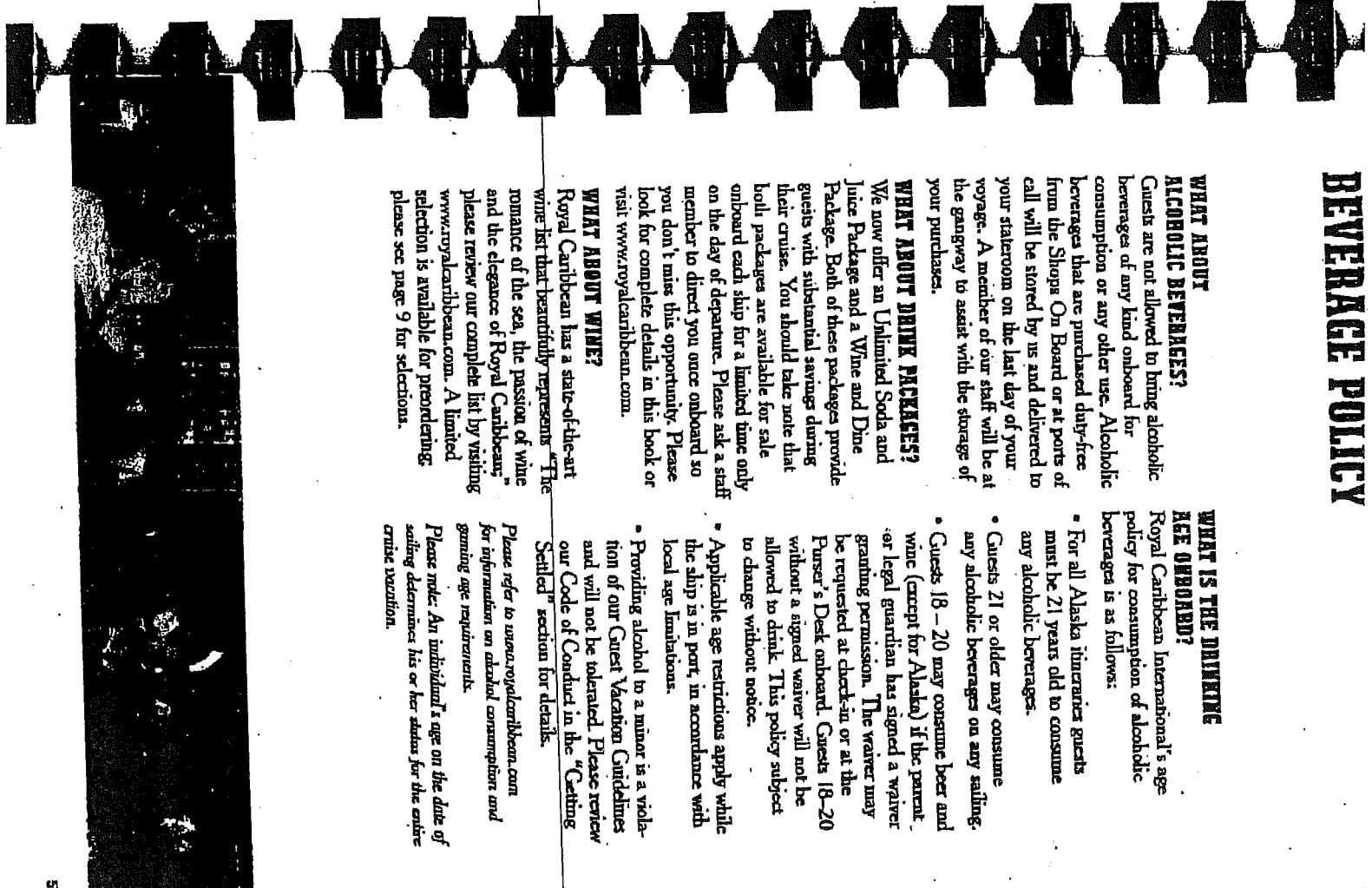
Royal Caribbean International's age policy for consumption of alcoholic beverages is as follows:

- For all Alaska itineraries guests must be 21 years old to consume any alcoholic beverages.
- Guests 21 or older may consume any alcoholic beverages on any sailing.
- Guests 18 – 20 may consume beer and wine (except for Alaska) if the parent or legal guardian has signed a waiver granting permission. The waiver may be requested at check-in or at the Purser's Desk onboard. Guests 18-20 without a signed waiver will not be allowed to drink. This policy subject to change without notice.

- Applicable age restrictions apply while the ship is in port, in accordance with local age limitations.
- Providing alcohol to a minor is a violation of our Guest Vacation Guidelines and will not be tolerated. Please review our Code of Conduct in the "Getting Settled" section for details.

Please refer to www.royalcaribbean.com for information on alcohol consumption and gaming age requirements.

Please note: An individual's age on the date of sailing determines his or her status for the entire cruise vacation.



WINE & DINE PACKAGE

The romance of the sea, the passion of wine and the elegance of Royal Caribbean all preplanned for you.



WINE & DINE PACKAGE*

Wine is fun and romantic, especially at sea. Take this opportunity to simplify your vacation and savor some fine wines from around the world with one of our Wine & Dine packages.

Royal Caribbean's Diamond, Platinum or Gold Wine & Dine package enables you to purchase a predetermined number of wines from our special selection and save up to 25% off normal wine list pricing. For example, if you choose a 5-bottle package you will receive 5 bottles of wine that you can consume at any time.

Wine & Dine packages are available for sale onboard each ship for a limited time during the day of departure only. Please ask a staff member to direct you once onboard.

For complete terms and conditions please see our brochure onboard the ship or check our website at www.royalcaribbean.com.

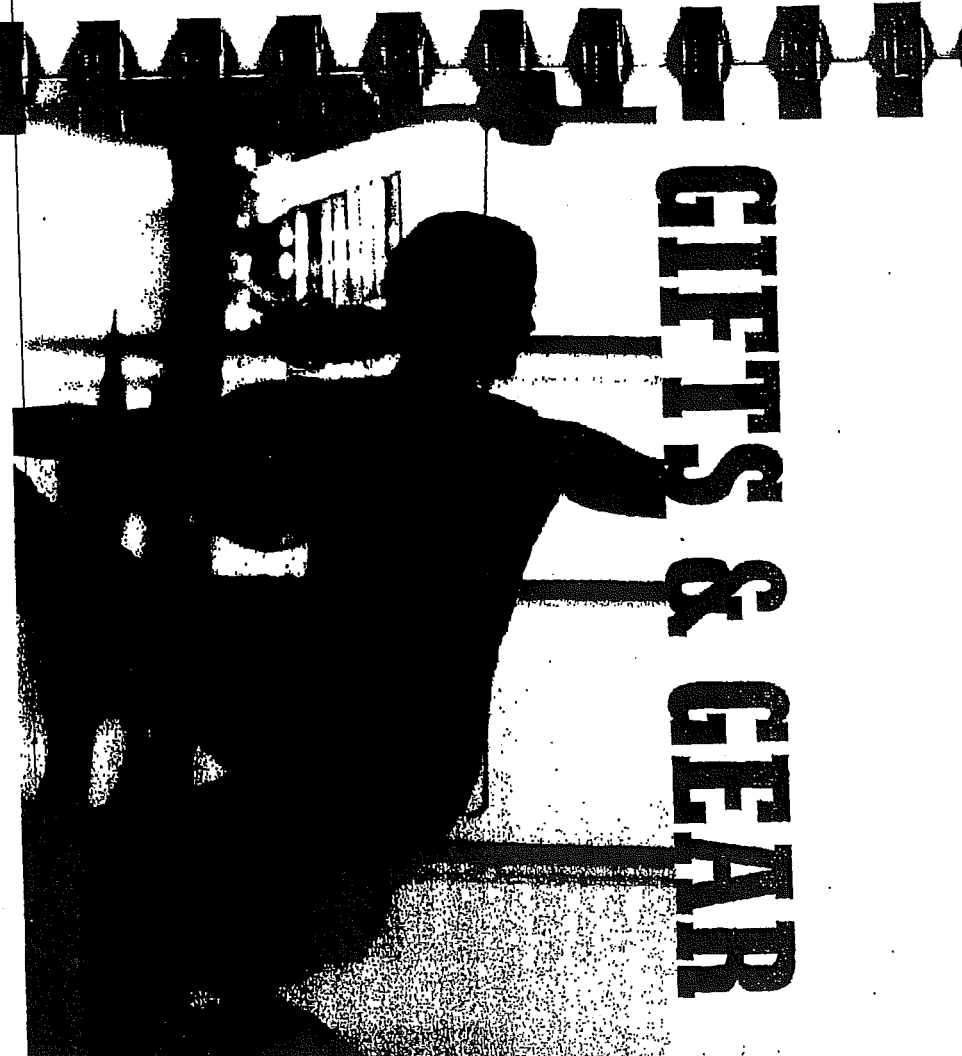
Diamond: The premier selection of the three, it includes exclusive wines not offered in the other packages and has by far the largest variety to choose from. **You also have access to all the wines available in the Platinum and Gold levels.** A prestigious selection that is perfect for sailings of 7 days or longer or for sophisticated travelers on shorter sailings.

Platinum: The second largest selection provides access to all the wines offered in the Gold Level as well, ideal for 5-7 day sailings. A slightly less complicated selection with some well-known and unique items if you wish to try something different and enjoy some savings on your favorites.

Gold: A limited selection of our most popular and well-known wines that allow those who know exactly what they want the opportunity to enjoy their favorites at a significant discount.

*The Wine & Dine Package is typically not available on ships with 3 and 4 day or 5-7 day sailings.

GIFTS & GEAR



Now is the perfect time to make your cruise even more memorable. Order long-stem roses to be waiting in your stateroom upon arrival, chocolate-covered strawberries for friends on Day Three, or order your kids a fun surprise that will await them in their stateroom. Gifts & Gear are a simple and surefire way to make the most of your Royal Caribbean International® experience.



To order any of the following gifts, visit us at www.royalcaribbean.com.

GIFTS & GEAR

ROMANCE PACKAGES

Celebrate your occasion Royal Caribbean-style with our collection of luxurious amenities.



CLASSIC ROMANCE PACKAGE

Priced at just \$98.95 per couple, this package includes:

- Welcome Aboard bottle of Domaine Chandon and chocolate covered strawberries
- Romance Breakfast for two, delivered to your stateroom
- Pre-dinner canapés the first formal night
- After dinner sweets the first formal night
- A formal 8" x 10" portrait in our signature silver-plated frame

GRAND ROMANCE PACKAGE

Priced at \$249.95 per couple, this package includes:

- Welcome Aboard bottle of Veuve Clicquet and chocolate covered strawberries
- Fresh-cut flowers
- Two terry robes
- Romance Breakfast for two, delivered to your stateroom
- Pre-dinner canapés two formal nights
- After dinner sweets two formal nights
- A formal 8" x 10" portrait in our signature silver-plated frame

ULTIMATE ROMANCE PACKAGE

Prices vary based on cruise length. Please call us for details. Includes:

- Welcome Aboard bottle of Dom Perignon and chocolate covered strawberries
- One dozen roses
- Two terry robes
- Romance Breakfast for two, delivered to your stateroom
- Pre-dinner canapés every night
- After-dinner sweets every night
- A formal 8" x 10" portrait in our signature silver-plated frame

ULTIMATE ROMANCE PACKAGE II

Prices vary based on cruise length. Please call us for details. Includes:

- All items in the Ultimate Romance Package
- Two spa appointments (a massage and/or facial)

To order:
 Visit us online at www.royalcaribbean.com,
 e-mail us at giftandgear@rccl.com, or call
 (800) RCCL-GIFT (1(800) 722-5443).
 Packages are subject to change without notice.

STATEROOM DECORATIONS

Let us decorate the stateroom with all the fun! Each party package is brimming with a big, bright fan and festive Royal Caribbean garlands and streamers.

- | | | |
|-------------------|--|------------------|
| Item #202 \$29.95 | Bon Voyage cake* | Item #531 \$7.95 |
| Item #207 \$29.95 | Happy Birthday cake* Item #532 \$7.95 | |
| Item #212 \$29.95 | Congratulations cake* Item #533 \$7.95 | |
| Item #217 \$29.95 | *6" round cake | |



WINE CELLAR COLLECTION

Our select list of wines below offer a rich variety of domestic and imported wines that can be pre-ordered for you.



- CHAMPAGNES/SPARKLING WINES**
- Item #1216 \$30.95 Korbel Brut, California, USA
 - Item #1218 \$44.95 Domaine Chandon, California, USA
 - Item #1200 \$60.95 Mumm's Cordon Rouge, France

- WHITE WINES**
- Item #1424 \$25.95 Chardonnay, Woodbridge, Twin Oaks, Robert Mondavi, California, USA
 - Item #1299 \$30.95 Sauvignon Blanc, Ceyser Peak, California, USA
 - Item #1347 \$43.95 Chardonnay, Kendall-Jackson Vintner's Reserve, California, USA
 - Item #1308 \$34.95 Pinot Grigio, Danzante, Venezia, Veneto, Italy
 - Item #1235 \$21.95 Chardonnay, La Terre, California, USA
 - Item #1238 \$28.95 Chardonnay, Stone Cellars by Beringer, California, USA

- RED WINES**
- Item #1266 \$24.95 White Zinfandel, Woodbridge, Robert Mondavi, California, USA
 - Item #1267 \$28.95 White Zinfandel, Beringer, California, USA

- RED WINES**
- Item #1412 \$33.95 Merlot, Robert Mondavi, Private Selection, Central Coast, California, USA
 - Item #1346 \$39.95 Cabernet Sauvignon, Beringer Founders' Estate, California, USA
 - Item #1370 \$28.95 Merlot, Vina Tarapaca, Maipo Valley, Chile
 - Item #1380 \$27.95 Beaujolais Villages, Georges Dubouff, Beaujolais, France
 - Item #1386 \$36.95 Shiraz, Rosemount Estate, South Eastern Australia
 - Item #1393 \$40.95 Chianti Classico, Riserva, Castello di Gabbiano, Tuscany, Italy
 - Item #1330 \$21.95 Merlot, La Terre, California, USA
 - Item #1343 \$21.95 Cabernet Sauvignon, La Terre, California, USA
 - Item #1344 \$28.95 Cabernet Sauvignon, Stone Cellars by Beringer, California, USA
- Non-alcoholic and kosher wines available.*

For a complete wine list, visit us at www.royalcaribbean.com to order.

GIFTS & GEAR

FLORAL EXPRESSIONS

Breathtaking arrangements add a special splash of color to any statement. Surprise your family with one of these beautiful bouquets.



ONE DOZEN LONG-STEM ROSES*
Love is in the air with these romantic long-stem roses specially arranged.

Item #233 \$57.95



SHEER ELEGANCE BOUQUET*
A gathering of exquisite blossoms, including roses, snapdragons and orchids. This will surely add a lovely touch.

Item #230 \$39.95



TROPICAL ROMANCE*
Give them the treasures of the islands with these long-lasting exotic blossoms, including orchids, anthurium, ginger and more.

Item #232 \$45.95



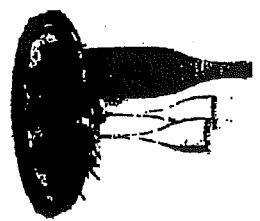
ENGLISH GARDEN BASKET*
Add a touch of Europe to any vacation with this beautiful basket of spray roses, lilyanthus and orchids in a cherry wood basket.

Item #231 \$39.95

* Floral arrangements may have flower variations or may be substituted with a product of equal or greater value due to seasonal availability.

CULINARY COLLECTION

Sweet or savory, our culinary collection has just the thing to please your palate. Enjoy chocolate-covered strawberries with a glass of champagne or a selection of fine cheeses.



CHAMPAGNE AND STRAWBERRIES
Red, ripe strawberries drenched in luscious semisweet chocolate paired with a bottle of Champagne. The perfect combination!

Nonalcoholic Sparkling Wine

Item #524 \$33.95

Kobal Brut

Item #525 \$39.95

Mumm's Cordon Rouge

Item #526 \$69.95



CHOCOLATE-COVERED STRAWBERRIES

Enjoy a tray of our delicious chocolate-covered strawberries as a treat!

Plate of 9

Item #527 \$14.95

Plate of 4

Item #528 \$ 8.95

(Due to seasonal availability, strawberries may be substituted with another selection of fresh fruit.)



WINE AND CHEESE

An assortment of international cheeses paired with your choice of a Robert Mondavi, Woodbridge, or Twin Oaks bottle of wine.

Cabernet Sauvignon

Item #510 \$47.95

White Zinfandel

Item #515 \$47.95

Chardonnay

Item #520 \$47.95



To order our Gifts & Gear, visit us at www.royalcaribbean.com.

SCRUMPTIOUS TREATS

Celebrate your "Bon Voyage" with one of these impressive baskets full of scrumptious delights.



PICNIC FOR TWO
Nestled inside our picnic basket are pretzels and dipping mustard, chicken, crackers, sausage, cookies and our La Terre wine selection.

- Chardonnay Item #130 \$49.95
- Merlot Item #128 \$49.95
- White Zinfandel Item #129 \$49.95



LIGHT AND DELIGHTFUL FRUIT BASKET
We will deliver a selection of fresh fruit in a beautiful wrought-iron basket for you to keep.

Item #102 \$19.95



ROYAL CARIBBEAN SIGNATURE BASKET
A unique collection of gourmet treats topped off with a Crown & Anchor gift box containing chocolate-covered dried cherries.

Item #108 \$39.95



CHOCOLATE TREASURE TRIO
Enjoy this special selection of organically grown dried cherries, blueberries and fresh-roasted almonds, all covered in a rich gourmet chocolate. A healthy yet indulgent treat!

Item #103 \$19.95

JUST FOR KIDS

Created with your kids in mind. Here are some treats and crafts that will keep them entertained.



ADVENTURE OCEAN® SWACK PACK
Our exclusive Adventure Ocean insulated lunch box comes with a double helping of snacks.

- Indulgent Treats Item #116 \$19.95
- Healthy Snacks Item #117 \$19.95



CRAYOLA® ARTS AND CRAFTS
These unique, no-mess kits are designed to keep kids busy between Adventure Ocean activities and entertained during the journey home.

- Crayola Color Wonder Finger Paint and Coloring Book Item #470 \$12.95
- Crayola Travel Turtle Item #472 \$21.95
- Crayola Color Wonder Activity Tape Item #473 \$22.95



FUEL SHORT SET
A perfect ensemble for a girl on the go! Your teen will love to sport our own navy-blue cap-sleeve T-shirt and drawstring shorts. Both sporting our Fuel logo.

- S Item #417 \$39.95
- M Item #418 \$39.95
- L Item #419 \$39.95



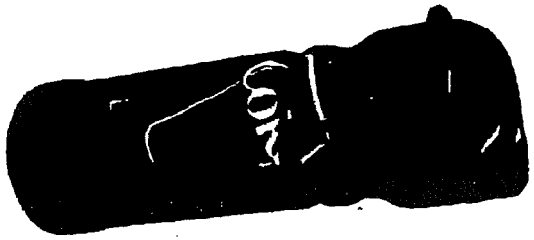
To order these gifts, visit us at www.royalcaribbean.com.

GIFTS & CRAFTS

GIFTS & CRAFTS

UNLIMITED FOUNTAIN SODA/JUICE PACKAGE

*Perfect for kids, teens and adults.
Order The Unlimited Fountain Soda and Juice Package onboard.*



FREE SOUVENIR SODA CUP WITH PURCHASE

UNLIMITED FOUNTAIN SODA/JUICE PACKAGE

Want to avoid running up charges on your account for each fountain soda or juice you purchase?

For a limited time, you can purchase "unlimited" fountain soda and juice and receive a Free Souvenir Soda Cup.*

The Unlimited Fountain Soda and Juice Package is only offered at the beginning of the voyage and is priced for its entire duration, so don't miss out!

To purchase this package please visit any of our bars, lounges or Adventure Ocean® on embarkation day.

17 and under \$4/day
18 and up \$6/day

*Cans or bottled soda, including mixers and bottled waters, are excluded. Juices are complimentary to all guests during breakfast - the Unlimited Fountain Soda and Juice Package extends this to the entire day on a headful alternative. A 15% gratuity is added at the time of purchase. Servers will request your "SeaPass" for verification when you request service (as long as it does not). Prices subject to change without notice. Please check our website or inquire onboard for current pricing. Photo shown is for illustrative purposes only. Actual souvenir cup may vary. The Unlimited Fountain Soda and Juice Package is only available for the entire voyage. Partial packages/pricing are not available.

COMMEMORATIVE SHOP

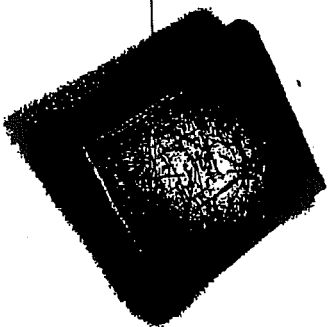
What better way to keep the memories of your adventure close to you than with these gifts.



KEEPSAKE FRAMED PORTRAIT

Take home a cherished moment with an 8" x 10" photo, taken by one of our professional photographers and placed in a silver-plated frame.

Item #420 \$48.95



ROYAL CARIBBEAN PHOTO ALBUM

Take your adventures home with you in this beautiful, explorer-themed album specially designed to hold 6" x 8" and 4" x 6" prints.

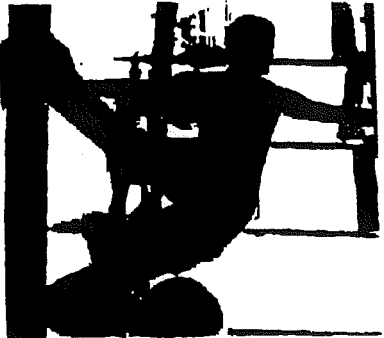
Item #423 \$19.95



Please order online at www.royalcaribbean.com.

ADVENTURE GEAR

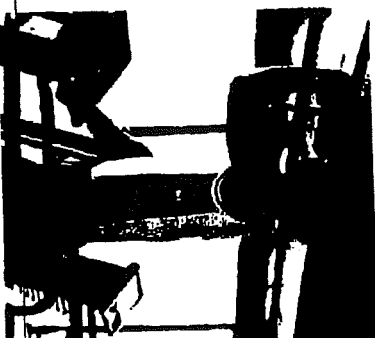
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This soft, comfortable stretch-cotton suit is the perfect outfit for cruising. This low-rise drawstring pant and V-neck cuffed sleeve top will take you from the gym to the rock-climbing wall.

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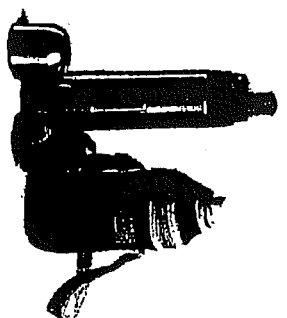
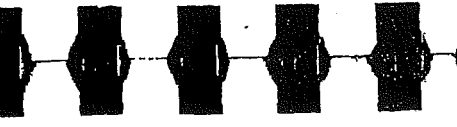
- M Item #401 \$21.95
- L Item #402 \$21.95
- XL Item #403 \$21.95



ROYAL CARIBBEAN MICROFIBER TOTE

This generously sized bag is perfect for a day onboard or exploring the ports of call. Includes built-in cell-phone holder, water-bottle and card-key holder, water-proof side-zip pocket, a Velcro-closure flap and a hidden inside pocket for valuables.

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Perfect for any vacation climate! Keeps water cold or cocoa hot.

- Item #433 \$14.95

SIGNATURE WATER-BOTTLE HOLDER

Has a built-in card/key holder and carrying strap. Perfect for all activities!

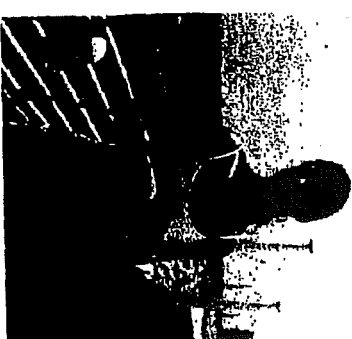
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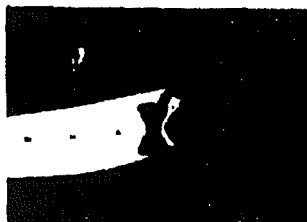
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 ADDRESS _____
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 TELEPHONE HOME () _____
 TELEPHONE WORK () _____

SHIP _____ SAIL DATE _____
 STATEROOM NUMBER _____ PORT OF DEPARTURE _____
 HEIGHT _____ WEIGHT _____
 COAT SIZE _____ CHEST SIZE _____
 PANTS: LENGTH _____ OUTSEAM _____ INSEAM _____ WAIST SIZE _____
 SHIRT: NECK _____ SLEEVE _____
 SHOE SIZE _____ WIDTH _____

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BLACK & WHITE COMBO (2 COATS)	\$120		\$
BLACK FORMAL SHOES	\$12		\$
PAIR OF SOCKS	\$5		\$

DESCRIPTION	PRICE	QUANTITY	TOTAL
CLASSIC PAISLEY VEST AND TIE SET	\$15		\$
VEST COLOR OPTIONS: HUNTER GREEN BLACK & WHITE BURGUNDY GOLD BLUE BLACK			
RALPH LAUREN VEST SET	\$20		\$
VEST COLOR OPTIONS: SILVER BURGUNDY BLACK			
SUSPENDERS	\$5		\$
WEDDING PARTY?	Y/N	TOTAL	\$

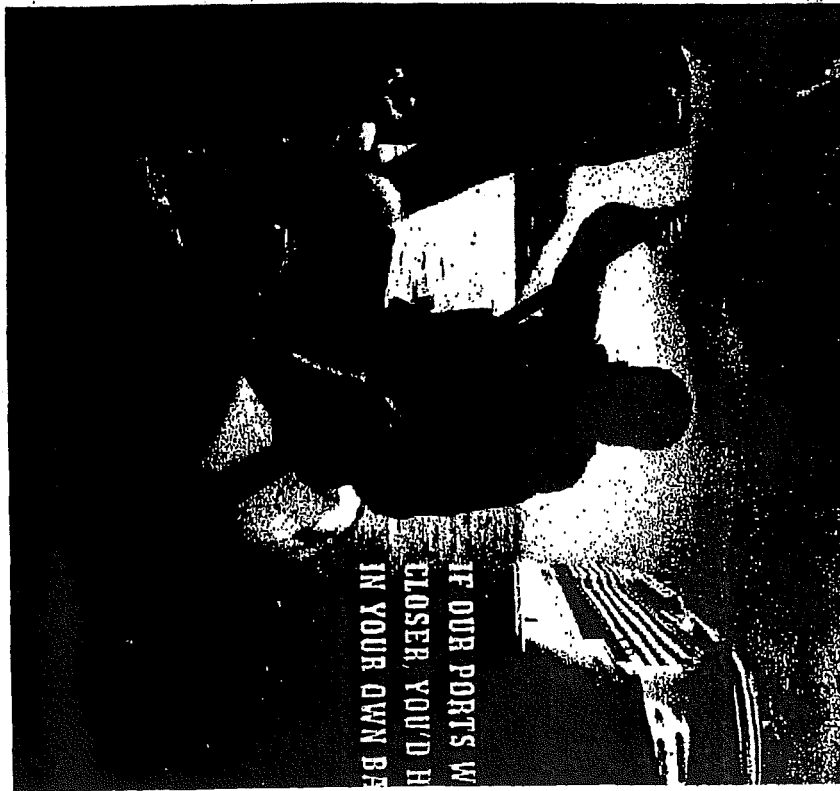
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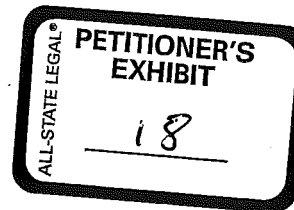
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KENNETH J. BOUDREAU, Ph.D.
CONSULTING ECONOMIST

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TELEPHONE: 504-885-6141
FACSIMILE: 504-885-0017
EMAIL: ken@kennethboudreau.com

A. B. FREEMAN
SCHOOL OF BUSINESS
TULANE UNIVERSITY

April 8, 2006

Mr. Robert D. Peltz
McIntosh, Sawran, Peltz, Cartaya & Petrucci
19 West Flagler Street STE 520
Miami, FL 33130-

Re: Jennifer (George) Smith vs. Royal Caribbean

Dear Mr. Peltz:

You have asked that I perform an analysis of the economic present value of lifetime earnings net of personal consumption in the above matter. Below I present my opinions and detailed explanations of them. This report should be considered preliminary in that new or revised data may cause me to undertake revisions, or that you may ask me to perform additional analyses. Though this report is generally phrased in the first person, the listed authors jointly share its opinions.

In estimating present value of lifetime earnings net of personal consumption an economist must take into account that portion of Mr. Smith's income that he or others would have consumed during Mr. Smith's lifetime. Thus any proper calculation of present value of lifetime earnings net of personal consumption must estimate the proportion of income that would not have been consumed, or would have saved. It is only these saved amounts (and their eventual accumulation to the end of Mr. Smith's life expectancy) that produce a correct estimate of present value of lifetime earnings net of personal consumption.

I have relied on the most recent *Consumer Expenditure Survey* of the U.S. Bureau of Labor Statistics to estimate that savings rates would vary from 8.9% to 11.2% (for a two-person household at either of \$50,000.00 or \$100,000.00 per annum income) or from 18.1% to 22.7% for a four-person household at either of the two income levels mentioned above.

I have also adjusted for the Connecticut General Statute 45a-437(3) that indicates a spouse to receive the first \$100,000.00 of inheritance and the remainder shared 50% with children.

In my opinion, one reliable method of calculating present value of lifetime earnings net of personal consumption is to estimate annual savings, and to accrue those savings with appropriate assumptions of interest on savings and partial consumption of that interest, to the assumed date of exit from the labor force ("retirement"). That calculation produces an estimate of the amount of

Jennifer (George) Smith vs. Royal Caribbean

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wealth that Mr. Smith would have had available to invest at the beginning of retirement so as to produce income beginning at that date and through remaining life expectancy.

Of course, Mr. Smith (and any dependents) would have consumed portions of the income from the investment of retirement wealth during the period between retirement date and the end of his normal life expectancy. Again, I assume this consumption to be 90% of the income from that wealth over that period.

The consumption/investment assumptions for retirement wealth can be inclusive of two types:

- Investment wherein only the interest is 90% consumed, and the rest reinvested, leaving retirement wealth plus reinvested interest at the end of life expectancy, which amount is the lifetime earnings net of personal consumption to be discounted to present value, or

- Investment in a "life annuity" at retirement, the proceeds of which would be 90% consumed during remaining life expectancy, producing a lifetime earnings net of personal consumption comprising 10% of retirement wealth plus interest on that amount at the end of life expectancy, to be discounted to present value.

The proper present value of lifetime earnings net of personal consumption calculation lies somewhere inclusively between the above present value amounts, discounted to present value as described below. I have calculated the present value of lifetime earnings net of personal consumption to the survivors of Mr. Smith using both of the above assumptions as alternatives.

LIFE AND WORKLIFE EXPECTANCY

I estimate Mr. Smith's worklife expectancy to have been 32.51 years from his age 26.70. I derive this figure from the most recent official U.S. Bureau of Labor Statistics worklife, for people of Mr. Smith's age, race and education level (see Bulletin 2254, *Worklife Estimates: Effects of Race and Education*, U.S. Bureau of Labor Statistics, February 1986) as updated by Ciecka, Donley and Goldman, *Journal of Legal Economics*, Vol. 9, No. 1. In calculating worklife I have taken the average of the worklife estimates for each demographic characteristic and interpolated as appropriate.

I estimate Mr. Smith's life expectancy to have been 49.80 years as of the date of his demise. I base this upon the 2002 *Life Tables* of the National Center for Health Statistics, U.S. Department of Health and Human Services for individuals of his age, race and gender.

EARNINGS ESTIMATE

I have at your instruction assumed annual earnings of \$50,000.00 or \$100,000.00 for Mr. Smith

Jennifer (George) Smith vs. Royal Caribbean

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INCREASES IN EARNINGS AND DISCOUNT RATES

I have assumed that Mr. Smith's *real* earnings (over and above inflation) would have changed steadily across his worklife at rates of either -1.00% or 1.00% per annum for the entirety of his worklife. I base this range upon the long-term history of real earnings changes in the United States and the currently existing estimates for changes in such earnings in the future as implied by regularly published capital market and economic surveys. My opinion is that this is a reasonable range of increases, assuming neither catastrophic economic events that would serve to lower earnings nor increases due to major episodic positive earnings changes such as those that would be implied by moving to higher education levels or achieving unusual promotions.

I have discounted all results using the *real* interest rates currently available on "inflation indexed" U.S. Treasury Securities of terms appropriate to the implied durations and timings of losses. These investments are considered the lowest risk investments available and can be purchased through several alternative mechanisms with very low transaction costs. In addition, these bonds are guaranteed by the U.S. Treasury to compensate holders for the effects of inflation (the interest and principal payments are regularly adjusted upward to reflect the effect of inflation. The range of available discount rates I use is 1.90% to 2.43% per annum.

This discounting process is consistent with the process generally known as the "below market" discount rate process.

PRESENTATION OF RESULTS

The results below appear as a range of reasonable outcomes, reflecting the uncertainties that are inherent in estimates of this type. The lower figures are consistent with a set of economic conditions that could reasonably occur, and which would produce the present value loss figures shown. These represent experience of the type that would produce relatively low loss amounts. One or more of the following conditions would occur: relatively low increments in nominal income (for all of the general economic or individual reasons which could cause such an effect) or income interruptions (through unemployment, illness, etc.) and/or relatively high real interest rates. Similarly, the higher figures are consistent with opposite experience in the conditions listed.

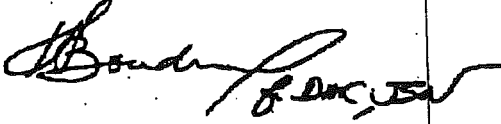
Though the range of results presented below is the most accurate reflection of my opinion in this matter, should a *single* number be preferred as a presentation of results, the midpoints of ranges can be taken as the best such estimates.

I hope this analysis is of use to you. Should you have questions, please do not hesitate to contact me. Please list Dan M. Cliffe, J. Stuart Wood and myself, all of whom stand ready to testify, depending upon teaching schedules. Should additional information be required for filing this report (e.g. a CV, case listing, testimony histories, fees, etc.) let me know what is necessary and I shall do my best to provide it. Please keep me informed of progress toward trial.

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Sincerely,

A handwritten signature in cursive script, appearing to read "Kenneth J. Boudreaux".

Kenneth J. Boudreaux, Ph.D.
Dan M. Cliffe, CPA
J. Stuart Wood, Ph.D.

KJB/del
Encl.

Mr. Peltz
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Jennifer (George) Smith vs. Royal Caribbean

**PRESENT VALUE OF LIFETIME EARNINGS
 NET OF PERSONAL CONSUMPTION**

Assuming Consumption of Interest Only After Worklife

Beginning Wage Base \$50,000.00

At Annual Real Earnings Change of -1.00%	
Value at the End of Life Expectancy	\$153,899.36
Present Value	\$40,636.60
At Annual Real Earnings Change of 1.00%	
Value at the End of Life Expectancy	\$211,015.31
Present Value	\$55,717.87
Midpoint Present Value	\$48,177.24

Assuming Consumption of Annuity Value After Worklife

Beginning Wage Base \$50,000.00

At Annual Real Earnings Change of -1.00%	
Value at the End of Life Expectancy	\$22,015.58
Present Value	\$4,806.88
At Annual Real Earnings Change of 1.00%	
Value at the End of Life Expectancy	\$30,186.12
Present Value	\$6,590.83
Midpoint Present Value	\$5,698.86

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Jennifer (George) Smith vs. Royal Caribbean

**PRESENT VALUE OF LIFETIME EARNINGS
 NET OF PERSONAL CONSUMPTION**

Assuming Consumption of Interest Only After Worklife

Beginning Wage Base \$100,000.00

At Annual Real Earnings Change of -1.00%	
Value at the End of Life Expectancy	\$679,778.51
Present Value	\$126,028.01
At Annual Real Earnings Change of 1.00%	
Value at the End of Life Expectancy	\$927,967.81
Present Value	\$166,132.88
Midpoint Present Value	\$146,089.45

Assuming Consumption of Annuity Value After Worklife

Beginning Wage Base \$100,000.00

At Annual Real Earnings Change of -1.00%	
Value at the End of Life Expectancy	\$189,607.92
Present Value	\$41,398.96
At Annual Real Earnings Change of 1.00%	
Value at the End of Life Expectancy	\$258,834.38
Present Value	\$56,513.86
Midpoint Present Value	\$48,956.41

KENNETH J. BOUDREAUX, Ph.D.
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A. B. FREEMAN
SCHOOL OF BUSINESS
LOUISIANA UNIVERSITY

April 7, 2006

Mr. Robert D. Peltz
McIntosh, Sawran, Peltz, Cartaya & Petrucelli
19 West Flagler Street STE 520
Miami, FL 33130-

Re: Jennifer (George) Smith vs. Royal Caribbean

Dear Mr. Peltz:

I have performed the analysis you requested in the above matter. This report comprises first a discussion of relevant data, assumptions and opinions, followed by a detailed summary of my findings. You may wish to turn directly to the summary pages at the end of this report if you are already familiar with my analyses. The parameters I have used are portrayed in that summary, but without the detailed discussion that follows immediately below. This report should be considered preliminary in that new or revised data may cause me to undertake revisions, or that you may ask me to perform additional analyses. Though this report is generally phrased in the first person, the listed authors jointly share its opinions.

WORKLIFE

The potential loss period is the worklife expectancy of Mr. Smith. For the purposes of estimating worklife I have used the most recent figures released by the U.S. Department of Labor's Bureau of Labor Statistics (Bulletin 2254, February 1986), as updated in Ciecka, Donley and Goldman, *JLE*, Vols. 9, No. 1 (Winter 1999-2000) and 10, No. 3 (Winter 2000-01). Worklife is the average number of years that individuals of Mr. Smith's age, race, gender and education level would be expected to be in the labor force (which includes those unemployed but looking for work). Using these tables implies an assumption that all years of Mr. Smith's remaining lifetime labor force non-participation (interim separations from the labor force) would occur at the end of his worklife, which assumption may produce overestimates of income present values. There is at this writing no generally accepted statistical alternative to this assumption.

Jennifer (George) Smith vs. Royal Caribbean

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There are three calendar dates of importance in a worklife calculation: Mr. Smith's birth date, the date of the event precipitating the loss and a reference date (usually an estimated trial date). Using the tables, I first calculate Mr. Smith's worklife at accident date. Worklife at reference date is simply accident date worklife minus the period of time between accident and reference dates. This technique of dealing with the worklife estimate is best because the total period of loss is determined by the date of the accident and Mr. Smith's demographic characteristics. The total period of loss thus does not vary with changes in reference (trial) date, as it would if worklife were based upon Mr. Smith's age at reference date. Further, this method of worklife calculation makes no particular assumptions as to the likelihood of his having continued working between accident and reference dates. The worklife I have calculated for Mr. Smith is 32.51 years at accident date and 31.82 years at March 15, 2006, the reference date of this report.

ANNUAL INCOME BASE

Calculation of economic losses requires that I estimate the amounts of income which Mr. Smith would have earned "but for" the accident. Because of the large differences in abilities to earn income among even demographically similar individuals, the best evidence of Mr. Smith's earning ability is usually the past history of his income to that point. The exceptions to this include individuals who have not had an opportunity to demonstrate an earning capacity (due, for example, to age) and situations in which the incomes that would have been earned in the past are no longer available for work which Mr. Smith would have been able to do "but for" the accident (due, for example, to changes in industry economic conditions).

You have asked that I produce results based on assumed annual incomes for Mr. Smith of either \$50,000.00 or \$100,000.00 per annum.

LOSS OF SUPPORT

In matters such as this I must calculate the amount of support lost from the income of Mr. Smith by the surviving family. This calculation requires that I estimate Mr. Smith's own consumption of total family income. The loss of support to survivors is the difference between the income Mr. Smith would have earned and that amount of total family income he would have consumed. I rely for this estimate upon two published studies that deal with this question, Cheit's *Injury and Recovery in the course of Employment*, (Wiley 1970), and the U.S. Bureau of Labor Statistics' *Revised Equivalence Scale*. Because the results of the studies are slightly different, I use an average of the personal consumption percentages reported in each. I have made no adjustment for replacement of economic support through remarriage.

In addition to the above consideration, you have asked that I assume there would have been two children in the household supported by Mr. Smith's income to either ages 18 or 21, and that I am to calculate the amount of support to Mrs. Smith that would be adjusted for the expenditures that the household would have made in raising the children. I have assumed that two children would

Jennifer (George) Smith vs. Royal Caribbean

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have been born in the household by the year 2009. I have relied on the U.S. Department of Agriculture's *Expenditures on Children by Families* (2004) for the estimates of annual expenditures on two children at its middle (for the \$50,000.00 Smith income) and higher (for the \$100,000.00 Smith income) figures below. The expenditure per child ranges from \$9,840.00 to \$16,000.00, depending on the age of the child and the level of family income.

Because the amount of family income that each member consumes is a function of the number and ages of individuals in the household, I have adjusted the consumption of Mr. Smith in each year to reflect family composition across the loss period. Based on that consideration, the consumption of family income by Mr. Smith varies between 13% and 38%. I show support loss for Mrs. Smith assuming that children will be in the household until the ages of either eighteen or twenty one.

CHANGES IN FUTURE INCOME

I present results below based upon Mr. Smith's income changing annually at *real* (inflation adjusted) rates of either -1.00% or 1.00% per annum. These rates are, in my opinion, the boundaries of a reasonable range of equivalent annual changes in Mr. Smith's real earned income for the remainder of his worklife, considering all relevant economic influences upon that income. Those influences include the effects of productivity, Mr. Smith's age, the expectations of demand for the economic activity in which Mr. Smith would be involved, and the uncertainties that reside in the income streams of individuals across time. These rates of change in real earnings are consistent with the long-term history of such increases in the United States.

Some of the above influences would serve to cause Mr. Smith's income to increase at higher and some at lower rates (even to the extent of causing reductions) over time. The range of increase rates shown is my best opinion of the likely upper and lower limits of the income changes that could reasonably be expected for Mr. Smith over the loss period.

DISCOUNTING TO PRESENT VALUE

Present value of future loss is the amount of money that the recipient of an award can now invest such that the future proceeds of the investment (interest and principal) will reproduce the amounts lost, at the times they are expected to be lost. This requires that I estimate discount rates (interest rates on invested amounts).

There are several techniques available to economists for producing such analyses, but it is my understanding that in this type of litigation (known popularly as *Culver II*) economists are under instruction to use only one method (the "below market discount rate" technique, described below). Because the *Culver II* "below market" discount rate method is in fact a "real discount rate" technique, I have used that type of analysis in producing the results below.

I base the results below upon a range of *real* (inflation-adjusted) discount rates from 1.97% to 2.34%, before any adjustment for taxes. I derive these discount rates from the returns currently

Jennifer (George) Smith vs. Royal Caribbean

Mr. Peltz
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available in risk-free investments (U.S. Treasury "Inflation Indexed Bonds") that can readily duplicate the lost amounts across time. The U.S. Treasury regularly adjusts the yields (effective interest rates) and principal amounts of these securities to reflect the effect of inflation, such that the quoted discount rates are *over and above the actual rates of inflation experienced during the life of the bonds*. Bondholders are therefore insured that their purchasing power will be maintained regardless of inflation rates experienced in the United States. These investments are generally regarded as the lowest cash flow risk available, if held to maturity. (The "liquidity" of such investments will be greater than the liquidity that would have existed in Mr. Smith's income stream; the low-risk characteristic of these investments may overcompensate Mr. Smith relative to the riskiness of his earned income stream.)

These U.S. Treasury securities can be purchased in any bank and registered with the U.S. Treasury for automatic deposit of payments, or purchased directly from the U.S. Treasury. The commission costs of such securities are negligible. Because principal increases are taxable to holders of these bonds at grant date as opposed to realization date, I have reduced the reported yields by twenty-five basis points, effectively compensating for this effect with increased present values. I note that the availability of these "inflation indexed" securities obviates the requirement that an investor use short-term securities so as to reduce the risk of detrimental inflationary effects on realized real returns.

TAXES

In arriving at the final results, I adjust the pretax discount rate downward each year to reflect the taxability of income from the investment represented by that pretax discount rate. The necessity of using different tax-adjusted discount rates for each year is in part a result of an award (the principal amount) being free of taxes, but income (interest) earned on that amount in the future being subject to income tax. All results below are based upon income net of federal and (where applicable) state income taxes, and FICA (Social Security) taxes. I have calculated taxes in each year consistent with the tax laws that existed or have currently been legislated to exist in that year.

PRESENTATION OF RESULTS

The results below appear as a range of reasonable outcomes, reflecting the uncertainties that are inherent in estimates of this type. The "Lower Limit of Reasonable Range" figures are consistent with a set of economic conditions that could reasonably occur, and which would produce the present value loss figures shown. These represent experience of the type that would produce relatively low loss amounts. One or more of the following conditions would occur: relatively low increments in nominal income (for all of the general economic or individual reasons which could cause such an effect) or income interruptions (through unemployment, illness, etc.) and/or relatively high real interest rates. Similarly, the "Upper Limit of Reasonable Range" figures are consistent with opposite experience in the conditions listed.

Jennifer (George) Smith vs. Royal Caribbean

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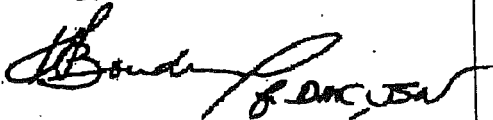
The range of results makes no assumption about major episodic income changes of the type implied by promotions, demotions or changes in occupation independent of the accident. Similarly, I have assumed in neither the upper or lower limit that all economic conditions will be such as to produce either low or high losses. (For example, the lower figures do not assume that Mr. Smith would have simultaneously or continuously experienced layoffs, illness, skill obsolescence, or any of the other factors that can cause relatively low increments to income.)

Though the range of results presented below is the most accurate reflection of my opinion in this matter, should a single number be preferred as a presentation of results, the midpoints of ranges can be taken as the best such estimates.

If required, past and future losses discounted to the date of the accident, to date of first filing of the litigation or to any other date are available. Depending upon date specified these are the amounts of money that would compensate for economic losses, had the payment been made on that date. The results appearing below discount future losses only to the indicated reference date, and simply cumulate past losses (without discount or interest) to that reference date.

I hope this analysis is of use to you. Should you have questions, please do not hesitate to contact me. Please list Dan M. Cliffe, J. Stuart Wood and myself, all of whom stand ready to testify, depending upon teaching schedules. Should additional information be required for filing this report (e.g. a CV, case listing, testimony histories, fees, etc.) it is available at www.kennethboudreaux.com. Please keep me informed of progress toward trial.

Sincerely,



Kenneth J. Boudreaux, Ph.D.
Dan M. Cliffe, CPA
J. Stuart Wood, Ph.D.

KJB/del

Attachment

Mr. Peltz
April 7, 2006
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Jennifer (George) Smith vs. Royal Caribbean

SUMMARY DATA

Mr. Smith

FOR REGULAR WORKLIFE

BIRTH DATE.....October 23, 1978

ACCIDENT DATE.....July 5, 2005

REFERENCE DATE.....March 15, 2006

AGE AT ACCIDENT DATE.....26.70 Years

WORKLIFE AT ACCIDENT DATE.....32.51 Years

ACCIDENT DATE TO REFERENCE DATE.....0.69 Years

AGE AT REFERENCE DATE.....27.39 Years

WORKLIFE AT REFERENCE DATE.....31.82 Years

RACE.....White

SEX.....Male

EDUCATION.....Unknown

Mr. Peltz
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Jennifer (George) Smith vs. Royal Caribbean

ANNUAL PRETAX INCOME BASE
\$50,000.00

AFTER TAX INCOME AND REGULAR WORKLIFE RESULTS

PAST LOSS OF SUPPORT

\$19,929.92

FUTURE LOSS OF SUPPORT

Lower Limit of
Reasonable Range

Upper Limit of
Reasonable Range

-1.00%
1.97% To 2.34%

Real Annual Increase Rates
Real Discount Rates

1.00%
1.97% To 2.34%

Spouse Only Support with Two Children to Age 18

	Midpoint	
\$277,839.11	\$456,127.27	\$634,415.44

Spouse Only Support with Two Children to Age 21

	Midpoint	
\$223,372.70	\$406,158.57	\$588,944.45

Jennifer (George) Smith vs. Royal Caribbean

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ANNUAL PRETAX INCOME BASE

\$100,000.00

AFTER TAX INCOME AND REGULAR WORKLIFE RESULTS

PAST LOSS OF SUPPORT

\$37,135.33

FUTURE LOSS OF SUPPORT

Lower Limit of
Reasonable Range

Upper Limit of
Reasonable Range

-1.00%
1.97% To 2.34%

Real Annual Increase Rates
Real Discount Rates

1.00%
1.97% To 2.34%

Spouse Only Support with Two Children to Age 18

	Midpoint	
\$631,966.65	\$952,478.69	\$1,272,990.73

Spouse Only Support with Two Children to Age 21

	Midpoint	
\$563,547.26	\$892,182.90	\$1,220,818.54

Economic Loss Analysis for John Doe

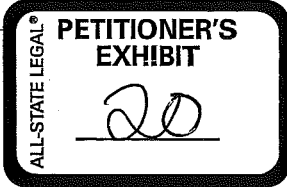
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 EXHIBIT
 19

Age	Year	Earned Income	After Tax Income	Net Accumulations		Personal Consump.	Loss of Support	Pres. Value Support
				Future	Pres.Val.			
27	2005	\$24,521	\$22,068	\$5,918	\$2,288	\$5,161	\$14,689	\$14,689
28	2006	11,348	10,185	2,675	1,034	2,382	6,779	6,779
28	2006	44,849	40,252	10,288	3,977	9,414	26,793	26,338
29	2007	59,960	53,664	13,425	5,189	12,550	35,720	34,370
30	2008	63,517	56,689	13,881	5,366	13,258	37,734	35,538
31	2009	66,959	59,594	14,284	5,621	13,937	39,667	38,568
32	2010	70,248	62,345	14,626	5,654	14,581	41,499	37,445
33	2011	73,379	64,941	14,912	5,764	15,188	43,226	38,177
34	2012	76,389	67,414	15,152	5,857	15,766	44,873	38,791
35	2013	79,238	69,729	15,341	5,930	16,308	46,414	39,274
36	2014	81,981	71,920	15,487	5,986	16,820	47,872	39,649
37	2015	84,479	73,919	15,580	6,022	17,287	49,203	39,887
38	2016	86,904	75,824	15,643	6,047	17,733	50,471	40,048
39	2017	89,119	77,534	15,657	6,052	18,133	51,609	40,084
40	2018	91,199	79,115	15,638	6,045	18,503	52,662	40,035
41	2019	93,102	80,533	15,581	6,023	18,834	53,605	39,888
42	2020	94,864	81,820	15,494	5,989	19,135	54,462	39,667
43	2021	96,444	82,942	15,374	5,943	19,398	55,209	39,359
44	2022	97,840	83,897	15,221	5,884	19,621	55,845	38,969
45	2023	99,087	84,719	15,045	5,815	19,813	56,392	38,516
46	2024	100,143	85,372	14,840	5,736	19,966	56,826	37,991
47	2025	101,007	85,856	14,607	5,646	20,079	57,148	37,398
48	2026	101,714	86,711	14,440	5,582	20,279	57,718	36,969
49	2027	102,223	87,400	14,247	5,507	20,440	58,178	36,473
50	2028	102,529	87,918	14,027	5,422	20,582	58,521	35,912
51	2029	102,672	88,298	13,789	5,330	20,650	58,774	35,302
52	2030	102,607	88,499	13,528	5,229	20,697	58,907	34,633
53	2031	102,331	88,517	13,244	5,119	20,701	58,919	33,908
54	2032	101,883	88,384	12,944	5,003	20,670	58,831	33,137
55	2033	101,219	88,060	12,623	4,879	20,595	58,616	32,316
56	2034	100,377	87,578	12,288	4,750	20,482	58,295	31,459
57	2035	99,269	86,860	11,929	4,611	20,314	57,817	30,539
58	2036	98,020	86,013	11,562	4,469	20,116	57,253	29,601
59	2037	96,500	84,920	11,173	4,319	19,860	56,525	28,605
60	2038	95,822	84,563	10,891	4,210	19,777	56,288	27,881
61	2039	92,845	82,168	10,358	4,004	19,217	54,693	26,517
62	2040	90,704	80,500	9,933	3,839	18,826	53,583	25,429
63	2041	88,321	78,606	9,493	3,670	18,383	52,322	24,304
64	2042	85,693	76,481	9,041	3,495	17,887	50,908	23,146
65	2043	82,816	74,120	8,576	3,315	17,334	49,336	21,956
66	2044	79,730	71,558	8,104	3,133	16,735	47,631	20,748
67	2045	63,658	57,292	6,351	2,455	13,389	39,135	16,260

Date of Birth: 23-Oct-78
 Date of Death: 05-Jul-05
 Past/Future Date: 15-Mar-06
 Base Income (2005): \$50,000
 Lost Past Income: \$36,869
 Lost Future Income: \$3,541,821
 Personal Consump: \$730,792
 F.V. Net Accumulatio: \$333,358
 Income Growth: 0.5%
 Avg. Discount Rate: 2.2%

<u>Present Value (Past & Future) of</u>	Age 63	Age 67
Loss of Net Accumulations:	\$193,709	\$206,107
Funeral Expenses:	n.a.	n.a.
Loss of Support:	<u>1,282,443</u>	<u>1,364,553</u>
Total Economic Loss:	\$1,476,153	\$1,570,660

n. a. = not available



**AFFIDAVIT OF CUSTODIAN OF RECORDS
WALGREEN COMPANY, PO BOX 4039, MS #735, DANVILLE, IL 61834**

Patient Name: George Smith **Date of Birth:** 10/03/1978
AKA:

I, the undersigned, being the duly authorized Custodian of Records or other qualified witness for Walgreen Co., and having the authority to certify the records declare the following: The records were prepared in the ordinary course of business at or near the time of the act, condition or event, and that:

A) CERTIFICATION OF RECORDS:

Paper print outs of information electronically stored in Walgreen Co.'s Pharmacy system responsive to the subpoena or authorization and reasonably accessible are provided and Total 1 page(s).

B) CERTIFICATION OF NO RECORDS:

A thorough search of our files, carried out under my direction revealed no documents, records or other materials called for in the subpoena or authorization.

- All records for the time period in question have been destroyed in accordance with our document retention policy.
- A thorough search of the requested date range, to , has been performed and no such records were found in response to your request.

I declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct.

Executed on February 27, 2008 at Danville, Illinois.

Michelle Vice **Signature:** *Michelle Vice*
(Print Name)

Subscribed and sworn to before me this 27 day of Feb, 2008



Justine Hanciaux
Notary Public

REPORT: RX0920 01/06/07 CT WALGREENS PURGED DATA FOR STORE US/2/

PAT LAST NAME FIRST PAT ADDRESS PAT PHONE# BIRTH DATE

RX NUMBER DRUG NAME DOC NAME DRUG MFR CTL PLAN IMAGE ID DEA# PARTIAL CODE PLAN
DOC NAME DOC ADDRESS REFILLS DAYS SUPPLY RX COMMENTS CUST AMT TOT AMT FILL SOLD DATE CLAIM #
ORIG DATE CIND ENT/VER FILL QTY REFILL
AUTH NBR AUTH BY

SMITH , GEORGE 46 GOLD ST. GREENWICH, CT 06830 (203)532-5094 10/03/1978

RX 0124469 CLONAZEPAM 0.5MG TABLETS PUREPAC C4 BLUEC (203)406-0554 AC6712803
COOPER, S 666 GLENBROOK ROAD STAMFORD, CT 06830
SIG: TK 1 T PO QHS 30 30
06/13/2005 30 PAC/SPT 30 ORIG 10.00 0.00 06/13/2005 30000194870947 BLUEC

RX 0124470 ZOLOFT 100MG TABLETS ROERIG RX BLUEC (203)406-0554 AC6712803
COOPER, S 666 GLENBROOK ROAD STAMFORD, CT 06830
SIG: TK 1 T PO QAM 30 30
06/13/2005 30 PAC/SPT 30 ORIG 25.00 52.53 06/13/2005 30000194873429 BLUEC