

Exhibits

A - Z

## SETTLEMENT AGREEMENT

THIS settlement agreement ("Agreement") entered into as of the 22<sup>nd</sup> day of December, 2006 (being the last date as of which all parties hereto executed this Agreement) by and among JENNIFER HAGEL SMITH, ~~individually~~ and as administratrix of the Estate of George A. Smith IV ("Administratrix"), and ROYAL CARIBBEAN CRUISES LTD., and RCL (UK) Ltd. (Royal Caribbean Cruises Ltd., and RCL (UK) Ltd. hereinafter referred to as "RCL") have reached an amicable resolution of all issues and matters between them to their full and complete satisfaction (Jennifer Hagel Smith and RCL, in any and all individual, fiduciary, and business entity capacities, shall be collectively referred to as the "parties").

WHEREAS, George A. Smith, IV disappeared on or about July 5, 2005 aboard the "Brilliance of the Seas," a cruise ship operated by RCL which was then underway in the Mediterranean Sea; and

WHEREAS, George A. Smith, IV (the "decedent") was determined to be deceased by the Court of Probate for the District of Greenwich, Connecticut (Hopper, J.) ("Greenwich Probate Court") on November 21, 2005; and

WHEREAS, the decedent died intestate; and

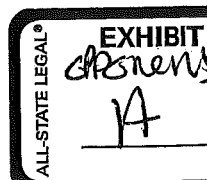
WHEREAS, at the time of his disappearance the decedent was enjoying his honeymoon with his wife, Jennifer Hagel Smith; and

WHEREAS, with no objection from the decedent's parents George A. Smith, III and Maureen W. Smith, Jennifer Hagel Smith was appointed Administratrix of the decedent's estate by the Greenwich Probate Court on November 21, 2005; and

WHEREAS, the decedent was survived by his wife Jennifer Hagel Smith and his parents George A. Smith, III and Maureen W. Smith and no other heirs at law; and

WHEREAS, Jennifer Hagel Smith individually has potential claims against RCL arising from her husband's disappearance; and

WHEREAS, the decedent's estate has potential claims on behalf of decedent's statutory survivors, heirs and estate against RCL arising from his disappearance; and



WHEREAS, Jennifer Hagel Smith believes it to be in honor of her husband and to be in the best interest of her husband's parents that she forgo her individual claims and bring any potential claims that she may have in her capacity as Administratrix; and

WHEREAS, RCL believes it has no liability for the unfortunate disappearance of the decedent; and

WHEREAS, because of the uncertainty of litigation, to prevent further delay in the settlement of the decedent's estate, and in an attempt to avoid protracted litigation between the parties, the parties believe it to be to their advantage, and Jennifer Hagel Smith believes it to be in the best interest of the decedent's estate, to compromise and settle their differences and avoid potential litigation.

NOW, THEREFORE, to be effective upon and subject to the approval of this Agreement by a Connecticut court of competent jurisdiction (the first such court being Greenwich Probate Court), it is hereby STIPULATED AND AGREED by and among the parties that any ~~potential individual claims~~ of Jennifer Hagel Smith against RCL and any potential claims of the decedent's estate, statutory survivors and heirs as a result of the death of George A. Smith IV against RCL are settled on the following terms and conditions:

1. RCL shall pay Jennifer Hagel Smith, as Administratrix, the sum of Nine Hundred Fifty Thousand Dollars (\$950,000.00) to settle all claims which she has as more fully described in paragraph 7 below. RCL shall pay said sum within 30 days of the final approval of this Agreement by a Connecticut court of competent jurisdiction and the exhaustion of all appellate remedies.
2. Concurrently with the disbursement of the settlement amount set forth in paragraph 1, RCL additionally agrees to reimburse Jennifer Hagel Smith for her legal costs incurred through the date of the Settlement Agreement, with the caveat that such costs shall not exceed One Hundred Thousand Dollars (\$100,000.00).
3. Jennifer Hagel Smith individually will start a donor-advised fund at a community foundation in the memory of her husband and will make an initial donation to this fund in the amount of Twenty Five Thousand Dollars (\$25,000.00). RCL will make a matching donation to said fund in the amount of Twenty Five

Thousand Dollars (\$25,000.00).

4. Following the approval of this Agreement by a Connecticut court of competent jurisdiction and the exhaustion of all appellate remedies, representatives of RCL will meet with Jennifer Hagel Smith and/or her attorneys and in good faith answer all factual questions concerning the factual information obtained during their investigation into the decedent's disappearance and to further provide for review of copies of all relevant ship's logs, videotapes, security reports, guest services logs, purser's logs, bridge logs, security logs, radio logs, locklink records, room service receipts and orders, Sea Pass records, photographs, phone records, communication records with Turkish police, Turkish police records, any noise complaint records, medical records, communication records with the Greek Coast Guard, supercharge records, documents found in Jennifer Hagel Smith's and the decedent's cabin, reports to the Bahamian authorities, spa records, notices and letters to law enforcement agencies and governments, and relevant signed or recorded witness statements. This disclosure shall not include any correspondence between RCL and its attorneys or other agents or any notes made by RCL's attorneys.

It is an express and central condition of this disclosure that the materials, documents, and information produced are not to be released or shared with any individual or person, but are for the exclusive information and use of Jennifer Hagel Smith individually and/or in her fiduciary capacity. It is specifically agreed and understood that the release of the information specified above, to the extent that it would otherwise not be discoverable as protected by the attorney-client privilege and/or attorney work-product doctrine, shall maintain its privileged character and shall not be released or disclosed to any third party not mentioned in this paragraph 4. Jennifer Hagel Smith, individually and in her fiduciary capacity, may only release the information to her private investigators, forensic experts, or other similar investigative entities for the purpose of determining the cause of the decedent's disappearance but only upon the execution of a confidentiality agreement by such persons. She may also release the information to her parents upon the execution of a confidentiality agreement by them. All information released to her private investigators, forensic experts, other similar investigative entities, or her parents will remain confidential and may only be released to the FBI. Following review of the information identified above, if Jennifer Hagel Smith individually and/or in her fiduciary capacity determines that an action should be brought against any other individual or entity other than the entities, parties, and individuals released in

paragraph 7 below with regards to the decedent's disappearance, Jennifer Hagel Smith, individually and/or in her fiduciary capacity, may utilize the information she has learned as a part of this Agreement to proceed with such an action. In such event, express written approval by RCL (which shall not be unreasonably withheld) and the absence of any objection by the FBI is required before any such information may be released. Jennifer Hagel Smith will instruct her attorneys to abide by the terms of this Agreement.

The decedent's parents, George A. Smith, III and Maureen W. Smith, and the decedent's sister, Bree Smith, have brought a lawsuit against RCL which is currently pending in Florida. In the event that the decedent's parents and sister enter into a written settlement of all of their potential claims with RCL, RCL and Jennifer Hagel Smith agree that as part of the consideration for this Agreement, RCL will make the same information and documents available to George A. Smith, III, Maureen W. Smith, and Bree Smith under the same terms and conditions applicable to Jennifer Hagel Smith, and her attorneys and experts, under this Agreement.

5. a. This Agreement, and all releases contained herein, is subject to the approval of the Greenwich Probate Court. Jennifer Hagel Smith ~~individually and as~~ Administratrix shall utilize reasonable, good faith efforts to obtain such approval from said court. In the event that Greenwich Probate Court refuses to approve this Agreement, Jennifer Hagel Smith as Administratrix shall utilize reasonable, good faith efforts to obtain approval of this Agreement by the Connecticut superior court for the judicial district of Stamford-Norwalk.

b. If this Agreement is disapproved by the highest Connecticut court to consider this matter pursuant to the obligations set forth in section (a) above, then it is agreed between the parties that this Agreement shall be null and void and the agreements contained therein shall no longer be binding on either party with the exception of paragraph 6.

6. If this Agreement is disapproved by the highest Connecticut court to consider this matter pursuant to the obligations set forth in section 5(a) above, RCL agrees to extend the one (1) year time bar provision contained in the ticket of passage as to Jennifer Hagel Smith's individual and fiduciary claims as Administratrix arising from the death of George A. Smith IV ~~until 30 days after the date of exhaustion of all~~ appellate remedies in Connecticut of her motion to approve this Agreement pursuant



to section 5(a) above.

7. In consideration of the foregoing, JENNIFER HAGEL SMITH, individually and in her capacity as an heir, statutory survivor, and administratrix of the Estate of George A. Smith, IV, does forever release and discharge RCL, and all successor and predecessor corporations, as well as all of their subsidiaries, affiliates, concessionaires, agents, attorneys, media representatives and employees, as well as their several vessels, and in particular the "Brilliance of the Seas" and its owners, operators, agents, charterers, concessionaires, masters, officers, physicians, nurses and crew, in addition to all companies or entities providing insurance or protection and indemnity to the foregoing, including United Kingdom Mutual Steamship Assurance Association (Bermuda) from any and all actions, causes of action, claims, past and future damages, and any other compensation of any nature, arising under the laws of any country, jurisdiction or state, including but not limited to the United States maritime law, Connecticut law, and Florida law, on account of, or in any way growing out of any and all known or unknown injuries, damages, claims or losses of any nature sustained by Jennifer Hagel Smith, individually and in her capacity as an heir, statutory survivor and administratrix of the Estate of George A. Smith, IV, deceased, and on behalf of the Estate, its heirs and statutory survivors, from any matter whatsoever from the beginning of the world to the date of these presents, including but not limited to the disappearance and/or death of George A. Smith IV on or about July 5, 2005 while a passenger aboard the cruise ship "Brilliance of the Seas" and all subsequent events, media statements, appearances, and other matters of any nature related in any manner thereto occurring prior to the date of this Agreement.

8. In consideration of the foregoing, RCL, and all its successor and predecessor corporations, as well as all of their subsidiaries and affiliates, and their several vessels, and in particular the "Brilliance of the Seas," does forever release and discharge JENNIFER HAGEL SMITH, individually and in her capacity as an heir and administratrix of the Estate of George A. Smith, IV, and her agents, attorneys, media representatives, employees, and parents, from any and all actions, causes of action, claims, past and future damages, and any other compensation of any nature, arising under the laws of any country, jurisdiction or state, including but not limited to the United States maritime law, Connecticut law, and Florida law, on account of, or in any way growing out of any and all known or unknown injuries, damages, claims or losses of any nature sustained by RCL and all of its successor and

predecessor corporations, as well as all of their subsidiaries and affiliates and their several vessels, and in particular the "Brilliance of the Seas," from any matter whatsoever from the beginning of the world to the date of these presents, including but not limited to the disappearance and/or death of George A. Smith IV on or about July 5, 2005 while a passenger aboard the cruise ship "Brilliance of the Seas" and all subsequent events, media statements, appearances, and other matters of any nature related in any manner thereto occurring prior to the date of this Agreement.

9. Each party agrees to indemnify and hold harmless the other party from all costs, claims, damages, interest and attorneys' fees, except the sums above mentioned, that they may hereafter be compelled to pay because of any breach of this Agreement by the other party, including but not limited to the attempt to reassert any of the claims discharged by the releases in paragraphs 7 and 8 after approval of this Agreement by a Connecticut court of competent jurisdiction (and the exhaustion of all appellate remedies) or the failure to perform as required herein.

10. It is further understood and agreed that this Agreement is the compromise of a disputed claim, and that the payments hereunder are not to be construed as an admission of liability on the part of the persons, firms, corporations, and companies hereby released, by whom liability is expressly denied.

11. This Agreement contains the entire understanding of the parties and takes precedence over any other agreements, oral or written, concerning the matters contained herein.

12. The parties consent to the entry of an order of the Greenwich Probate Court, in the form annexed hereto as Exhibit A, approving this Agreement.

13. Each party to this Agreement hereby acknowledges and represents that he/she has read and understood all of the terms of this Agreement, that he/she has had the opportunity to review it with legal counsel of his/her choice, and that he/she agrees to all of its terms and provisions.

14. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

15. The provisions of this Agreement are not severable and if the last court to consider this Agreement pursuant to section 5(a) above modifies or refuses to approve the Agreement in its totality, the Agreement shall be null and void at the option of either party with the exception of paragraph 6.

IN WITNESS WHEREOF, the undersigned individuals, in any and all individual and fiduciary capacities, have hereunto set their hands to be effective as of the date first hereinabove written.

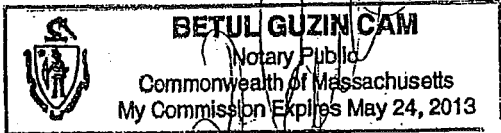
Dated: 12 - 19, 2006

Jennifer C. Hagel Smith  
**JENNIFER HAGEL SMITH**  
Individually and as Administratrix of  
the Estate of George A. Smith IV

STATE OF MA )  
 )  
COUNTY OF Suffolk ) ss:

On this 19 day of December, 2006, before me personally came JENNIFER HAGEL SMITH to me known and known to me to be one of the individuals described in and who executed the foregoing Agreement, and acknowledged to me that she executed the same.

BETUL GUZIN CAM  
Notary Public





ROYAL CARIBBEAN CRUISES, LTD.,

Dated: Dec. 20, 2006

By: [Signature]

RCL (UK) Ltd.

Dated: Dec 22nd, 2006

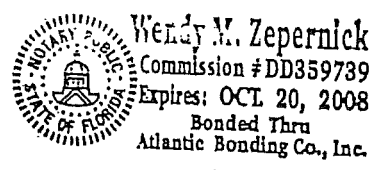
By: [Signature]

STATE OF Florida )  
COUNTY OF Dade )

ss:

On this 22 day of Dec, 2006, before me personally came \_\_\_\_\_, who represented to me that he/she is a duly appointed officer of Royal Caribbean Cruises, Ltd., and RCL (UK) Ltd., to me known and known to me to be authorized to execute the foregoing Agreement, and acknowledged to me that he/she executed the same.

[Signature]  
Notary Public



**EXHIBIT A**

Probate Court, District of Greenwich

District No. 057

In Re: **ESTATE OF GEORGE A. SMITH, IV**, late of Greenwich, in said District,  
deceased.

**ORDER APPROVING SETTLEMENT AGREEMENT**

\_\_\_\_\_ A Settlement Agreement dated \_\_\_\_\_ (“Agreement”) having  
been entered into by and among **JENNIFER HAGEL SMITH**, individually and as  
administratrix of the estate of George A. Smith, IV, and **ROYAL CARIBBEAN  
CRUISES LTD.**, and **RCL (UK) Ltd.**

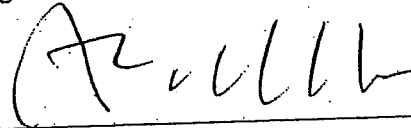
Now, on motion of the administratrix, it is

**ORDERED AND ADJUDGED** that the Agreement is hereby approved in all  
respects.

\_\_\_\_\_  
**David W. Hopper, Judge**

**Attorney Confirmation**

I hereby agree to comply with the confidentiality provisions contained in paragraph 4 of the Settlement Agreement. I further agree to instruct members of my law firm, my employees, and agents to comply with the confidentiality provisions contained in paragraph 4 of the Settlement Agreement.



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James M. Walker, Esq.  
Walker & O'Neil, P.A.  
Attorneys for Jennifer Hagel Smith

# McIntosh Sawran Peltz & Cartaya, P.A.

attorneys at law

BISCAYNE BUILDING, SUITE 520  
19 WEST FLAGLER STREET  
MIAMI, FLORIDA 33130-4416

TELEPHONE: (305) 381-8022  
FACSIMILE: (305) 381-6889  
E-MAIL: INFO@MSPCESQ.COM

OFFICES IN:  
FORT LAUDERDALE, WEST PALM BEACH AND ORLANDO

January 3, 2007

*Via Facsimile & Mail*

DOUGLAS M. MCINTOSH  
JAMES C. SAWRAN  
ROBERT D. PELTZ †  
CARMEN Y. CARTAYA  
TERESE M. LATHAM  
A. CANDACE MARCUS  
JASON A. McGRATH  
CAROL L. FINKLEHOFF  
PARTNERS

ROBERT C. WEILL  
MARILYN GARCIA  
THOMAS M. HARTWIG  
EDWARD L. HOLLORAN, III  
MICHAEL E. LONG  
MICHAEL F. BARZYK  
DAWN MARSHALL  
G. SCOTT VEZINA, LL.M.  
JOSEF M. KARACSONYI  
ASSOCIATES

WALTER H. DJOKIC  
OF COUNSEL

† FL BAR BOARD CERTIFIED IN CIVIL TRIAL LAW

LINDA J. EVANOFF, CLAS  
DELLE B. LENZEN  
CARMEN L. ROCA, LHRM  
PAMELA L. LAMIRANDE, CL.A. CFLA  
DANA L. MURRAY  
CHRISTA L. SANCHES, CL.A. CFLA  
JASON G. ARMBAND, CL.A.  
JUDITH A. JAEGER  
PARALEGALS

ROBIN KAREL-BRANT, R.N., L.H.R.M.  
SHARON K. SNYDER, R.N., L.H.R.M.  
MELANIE A. POWERS, R.N., B.S.N.  
MARIBEL C. MEZQUITA, R.N., B.S.H.A., M.S.N.  
MAUREEN P. LANCELLOT R.N., M.S.N., M.B.A.  
NURSE CONSULTANTS

Doug Brown, Esquire  
Brody, Wilkinson and Ober, P.C.  
2507 Post Road  
Southport, CT 06890

Re: Estate of George Smith v. RCCL  
Our File No.: 0842-505

Dear Mr. Brown:

Pursuant to our recent phone conversations, I am writing to confirm that Royal Caribbean has agreed to raise the amount of costs, which it will reimburse under the terms of paragraph 2 of the settlement agreement dated December 22, 2006, from \$100,000 to \$110,000. Since the executed settlement agreement will otherwise remain unchanged, it has been agreed that it will be unnecessary to prepare a new written agreement, and that this letter shall suffice to memorialize this minor modification.

Very truly yours,

*Josef Karacsonyi*  
for ROBERT D. PELTZ  
CAROL L. FINKLEHOFF

RDP/CLF/bl

cc: James Walker, Esquire

November 29, 2005

Via Facsimile no. 305 982-2712 and Regular Mail

Adam M. Goldstein  
President  
Royal Caribbean International  
1050 Caribbean Way  
Miami, FL 33132-2096

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

Dear Mr. Goldstein:

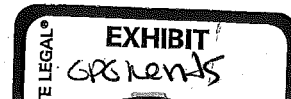
This firm represents Ms. Jennifer Hagel Smith, individually and as the personal representative of the estate of George A. Smith IV, for the use and benefit of certain beneficiaries, including Ms. Jennifer Hagel Smith, Mr. George A. Smith III, Ms. Maureen Smith, and Ms. Bree Smith.

We ask for your company's cooperation in providing information to us so that Ms. Hagel Smith can learn exactly what happened regarding her husband's death. This is important because Ms. Hagel Smith is suffering from grief and bereavement as well as severe emotional distress due to the circumstances which followed Mr. Smith's death.

Please provide our client with photographs, any information your company collected from witness interviews, and other evidence obtained during your investigation, as mentioned in your letter dated July 15, 2005. Also, please identify the staff members mentioned in your letter who met with the FBI officials in Connecticut.

Please provide us with an explanation regarding the steps taken by Royal Caribbean to investigate Mr. Smith's death, including the names and addresses of the passengers and crew members interviewed by your company. Please provide us with a copy of any statements taken of these individuals. Please also provide us with the following items:

1. A statement of Mr. and Ms. Smith's onboard purchases, including gifts, excursions, spa appointments, food, and beverages during the cruise;



Letter to Adam M. Goldstein  
Royal Caribbean International  
November 29, 2005

Page 2

2. A print-out of the cabin door openings/closings for Mr. and Ms. Smith's cabin ("key card activities") for July 4 and 5, 2005;
3. A copy of the repair, replacement, and/or inspection records for Mr. and Ms. Smith's cabin door;
4. Photographs, video and CCTV tapes depicting Mr. and/or Ms. Smith during the cruise;
5. Photographs, video and CCTV tapes depicting Mr. and Ms. Smith's cabin and balcony, the awning outside of their balcony, the casino and disco where they were last seen together, and the hallways between their cabin and the casino and disco;
6. A list of any items removed from Mr. and Ms. Smith's cabin (please identify the current location and custodian of these items); and
7. A list of the passengers and crew members during the cruise in question, with their last known addresses and telephone numbers.

Please maintain all of the vessel's logs, video and CCTV tapes (of all areas of the cruise ship during the cruise), all key card computer data and reports (for all passenger and crew cabins during the cruise), and all other documentation and data relating in any way to the circumstances surrounding Mr. Smith's death. Please contact our office as soon as possible so that we can schedule inspections of the cruise ship with security, forensic science, and forensic pathology experts.

Please give these requests your close and prompt attention. Thank you for your anticipated cooperation.

Should you have any questions, please do not hesitate to contact the undersigned at your convenience.

Very truly yours,

JAMES M. WALKER

cc: Ms. Jennifer Hagel Smith



LAW OFFICES OF  
**RIVKIND PEDRAZA & MARGULIES, P.A.**

66 WEST FLAGLER STREET, SUITE 600  
MIAMI, FLORIDA 33130

BRETT RIVKIND  
GEORGE PEDRAZA, OF COUNSEL  
BRUCE MARGULIES

TELEPHONE: (305) 374-0565  
FACSIMILE: (305) 539-8341  
BEAINJURY@RIVKINDLAW.COM

November 30, 2005

Via Facsimile: (305) 539-6561  
and U.S. Mail

Royal Caribbean Cruises, Ltd.  
1050 Caribbean Way  
Miami, FL 33130

Attn.: Risk Management Dept.

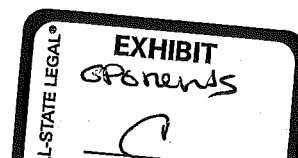
**RE: Death of George Allen Smith IV.**  
**Royal Caribbean Brilliance of the Seas**

To Whom It May Concern:

This is to advise you that this law firm has been retained to represent the interests of Mr. George A. Smith III, and Maureen Smith, the parents of George A. Smith, IV, as well as the interests of Ms. Bree Smith, the sister of George A. Smith IV.

We note prior correspondence stating that the company is willing to assist the family in any manner necessary. In this connection, we trust you will promptly cooperate with us in representing the family by providing us necessary information relating to the death of George A. Smith IV. We understand Mr. James Walker has been retained by the spouse, Mrs. Jennifer Hagel Smith, and he likewise has advised you of his representation and is also seeking your cooperation. While Mr. Walker does represent the wife, who is the appointed Personal Representative of the Estate of George A. Smith IV, our firm will be representing the individual interests of the parents, as well as the sister.

We understand that the company immediately arranged for a Miami law firm to fly out to the ship and take a number of statements. We would request that you immediately provide us with a copy of any statements taken, and a list identifying the names and addresses of each individual from whom a statement was taken, and indicate to us whether that statement was written or oral, and whether a transcribed copy of the statement exists.



We would also like copies of any photographs taken of the cabin Mr. Smith and his wife stayed in, as well as any photographs taken of the balcony area, and the area below, where blood was found. We also request copies of any photographs taken in connection with any type of investigation your company may have done in order to get to the bottom of what happened to Mr. Smith.

We would also like the following questions to be answered:

1. On what day and at what time was the blood in the cabin discovered?
2. When were the authorities notified? Day and time and which authorities.
3. How were the authorities notified? Verbal, email written, etc.
4. On what day and at what time was the Smith room first cleaned?
5. Who was the person and what was his position, that ordered the cleaning of the blood in the cabin and on the awning?
6. What person and what was his position, that actually was involved in cleaning the blood in the cabin and on the awning?
7. What is the name of the person with the Turkish authorities that allowed the crime scene to be cleaned?
8. How did the Turkish authorities communicate to the vessel that it was ok to clean the potential crime scene? Verbal or written? What date and time was the permission given?
9. Did the vessel return to the location where George A. Smith IV was last seen? If not, why not?
10. What did the videos show with respect to George A. Smith IV leaving the casino? Time? Who was he with? Number of people?
11. Same question as to number 10 for George A. Smith IV's wife, Jennifer Hagel Smith.
12. How were the families of George A. Smith IV and his wife informed of the events? Verbal or written? Who did it? What were the families told?
13. What was the name of the cabin steward for the Smith's cabin? Where is he now?
14. Were any people interviewed by Royal Caribbean Cruise Lines or their attorneys from whom written or recorded statements were not taken? Names, positions on ship, passengers? If crewmembers, where are these people now?
15. Describe each video that shows George A. Smith IV and or his wife the night of the events. What do the videos show?
16. Who with Royal Caribbean Cruise Lines is in charge of the investigation? What department are they with? Risk Management?
17. Who did Royal Caribbean Cruise Lines have investigate the events?
18. What role did Carol Finklehoff play? Who did she report back to at Royal Caribbean Cruise Lines?
19. What steps did Royal Caribbean Cruise Lines take to warn the Smiths about the use of drugs and drinks on the vessel or about crime in general?

We would also like copies of any reports prepared pursuant to the Royal Caribbean Safety Management System Manuals, or pursuant to any IMO requirements, or flag vessel requirements. We would like copies of all reports, and copies of any documents reflecting the last inspection of the cabin, and any repairs or modifications made to the cabin.

We also request the names and addresses of any cabin stewards that were assigned to Mr. Smith's cabin during the cruise in question, as well as the names and addresses of any cabin stewards that were assigned to the deck where Mr. Smith's cabin was located, as well as a complete passenger and crew list for the voyage in question. Please include current information as to the present whereabouts of these individuals, including which vessels the cabin stewards are currently aboard, as we understand they were all transferred.

We understand that the ship maintains certain videotapes from surveillance cameras, and also would have computer data reflecting key card entries for cabins aboard the ship for both passengers and crewmembers. We request that you provide us with the computer data, which would reflect key entries for all passengers and crewmember's cabins for July 4 and 5, 2005.

Lastly, at this time, we request that you provide us with any type of correspondence reflecting any information communicated to the media concerning the circumstances of the death of George A. Smith IV.

We trust that you will give this urgent matter your very prompt attention, and provide a prompt response to both Mr. Walker and myself regarding the questions the family members have, as well as provide us with the requested additional information. If your company was at all sincere when it wrote a letter to the family members stating that Royal Caribbean Cruise Lines wanted to do anything they could to assist the family in handling this very difficult time they are facing, we trust you will cooperate with us and provide us with all of the requested information, which are all very reasonable requests under the circumstances.

We look forward to your prompt response and your position regarding these very reasonable requests.

Very truly yours,

RIVKIND PEDRAZA & MARGULIES, P.A.



BRETT RIVKIND, ESQUIRE

BR:lg

Cc: Adam Goldstein, President

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

8222 8406 1000 004E 6602

Article Sent To:  
Royal Caribbean

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Name (Please Print Clearly) (to be completed by mailer)  
Adam Goldstein  
Street, Apt. No. or PO Box No.  
1050 Caribbean Way  
City, State, ZIP+4  
Miami, FL 33130

TRANSMISSION VERIFICATION REPORT

TIME : 11/30/2005 16:35  
NAME : RPM  
FAX : 3055398341  
TEL : 3055398341

DATE, TIME  
FAX NO./NAME  
DURATION  
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LAW OFFICES OF  
**RIVKIND PEDRAZA & MARGULIES, P.A.**

66 WEST FLAGLER STREET, SUITE 600  
MIAMI, FLORIDA 33130

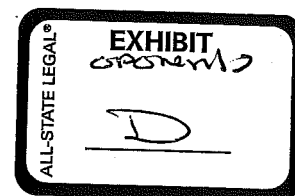
BRETT RIVKIND  
GEORGE PEDRAZA, OF COUNSEL  
BRUCE MARGULIES

TELEPHONE: (305) 374-0565  
FACSIMILE: (305) 539-8341  
SEAINJURY@RIVKINDLAW.COM

December 29, 2005

Via Facsimile: (305) 539-6561  
and U.S. Mail

Pamela Powell  
Royal Caribbean Cruises, Ltd.  
1050 Caribbean Way  
Miami, Fl 33130



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

Dear Ms. Powell:

Further to our prior correspondence, we have now served Notice of Intent to pursue a civil action for damages on behalf of the Smith family.

For clarification, the Notice is sent in accordance with the terms and conditions of the passenger ticket, to the extent the Notice requirement is required. We also note that the Brilliance of the Seas may have been operated by some subsidiary corporation, named RCL (UK) Ltd. Notice is given to that corporation also, as well as any other related subsidiaries whom may contend are legally the responsible parties in any future civil action that may be instituted.

As we have stated in prior correspondence, I am still waiting for further information we have requested. Your company repeatedly makes comments that they are trying to assist the Smith family. However, they have not received the information that we have requested.

Among the information still missing, are the key card entries for the other individuals referred to in your letter that were known to have entered the Smith cabin on July 5, 2005. We would also like a copy of all of the statements that were taken of any passengers. We understand that the law firm of McIntosh, Sawrañ Peltz & Cartaya, P.A. was hired to immediately travel to the ship and take a number of statements before the FBI interviewed any of these witnesses. We trust you will have no problem providing these statements to us since they will assist the Smith family in learning more details about what occurred onboard the ship, which you have indicated you are willing to assist the Smith family in obtaining.

We have also requested any proof of your company notifying any of the authorities that you claim were notified regarding this incident, providing us any written proof, as well as complete information showing when each particular authority was notified, and what information was actually communicated to any particular authority notified.

I would also like an opportunity to take a statement from the security officer onboard the Brilliance of the Seas at the time in question. If there was more than one "security officer", please identify each individual crewmember that you assert was a "security officer" at the time in question, providing their names and



present whereabouts, and indicate to us whether you will voluntarily produce any of these individuals in order for me to take a statement from them.

We would also like a detailed listing of any items that you have provided to the FBI. We would also like copies of any reports prepared by your company concerning the incident in question. We trust there were not only flag ship requirements, and governmental agency requirements, but also IMO related requirements concerning preparation of reports arising out of the incident in question. If you assert that any reports or any statements were prepared in anticipation of litigation, we would like you to clearly state that, keeping in mind that we would like to know what information you actually are claiming a privilege to on the basis that you assert that the information was obtained "in anticipation of litigation". This would be very important information to know.

Again, please do not make "idle" offers, such as offers to provide any assistance needed to the Smith family, including such statements made to attorney James Walker, unless your company really means it. We have found that your company prefers to make generalized statements, but not back them up with actions. I hope this is not the case with your statements that you are trying to assist the Smith family in gathering as much information as possible in order for the Smith family to bring some closure to this tragedy.

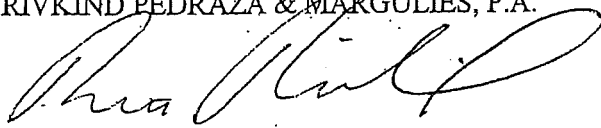
I would also appreciate if you could give us the courtesy of a more prompt response than has been experienced so far in our dealings with you. If you look at the time from my initial letter to you requesting information until the time you actually responded to me, I think you will agree that is a significant period of time to allow to elapse in such a serious matter.

I think, if Mr. Goldstein was also sincere, in his letter he sent to me, he would agree that a more prompt response should be provided to my office, and that I should be provided with all of the information that I have requested, which is very reasonable under the circumstances, and there should be no reason not to give me the requested information.

I look forward to hearing back from you promptly.

Very truly yours,

RIVKIND PEDRAZA & MARGULIES, P.A.



BRETT RIVKIND, ESQUIRE

BR:lg

Cc: Adam Goldstein, President

TRANSMISSION VERIFICATION REPORT

TIME : 12/29/2005 12:49  
NAME : RPM  
FAX : 3055398341  
TEL : 3055398341

DATE, TIME	12/29 12:48
FAX NO./NAME	3055396561
DURATION	00:00:48
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM



January 17, 2006

Via Facsimile no. 305 381-6889 and Regular Mail

Robert D. Peltz, Esq.  
McIntosh, Sawran, Peltz, et al.  
19 West Flagler Street, Suite 520  
Miami, Florida 33130

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

Dear Mr. Peltz:

As you are aware, we are scheduled to board the cruise ship on January 23, 2006 at the Port of Miami with Dr. Henry Lee for purposes of inspecting the cruise ship. As you know, Dr. Lee and Sargent Joseph Sudol from Dr. Lee's Institute of Forensic Science will be present. Dr. Lee's wife (and assistant) Mrs. Margarat Lee will also be present. Dr. Lee has also arranged for additional crime technicians to be present to assist him in the inspection as well. These individuals are Dr. Jacob Loke from Yale University and local crime technicians Sharon Lee Plotkin, Richard Arthur Spotts, and Chris Kruse-Feldstein. We are enclosing copies of their driver's licenses and their relevant information. I will be present and the attorney for the Smith family, Brett Rivkind, will also be present.

Royal Caribbean previously informed us that our inspection will be limited to a maximum of two (2) hours. Actually, we were informed by the risk management department that we are to appear at the terminal at 10:00 a.m. and at some time thereafter, we will be permitted to board but we must conclude no later than noon. The actual time will turn out to be even less than two hours.

Two hours is not a reasonable period of time to conduct our inspection. The cruise ship is scheduled to arrive at 8:30 a.m. and as a practical matter it usually arrives in port ahead of schedule. The cruise ship does not depart from the port until 5:00 p.m. So there are at least eight (8) hours available. We also note that the cruise line provided Fox News Reporter Greta Van Sustern with virtually unlimited access to the cruise ship on January 13, 2006. The Fox News web site indicates that Royal Caribbean permitted her access throughout the cruise ship for "many hours." Certainly, the cruise line can not suggest that a news reporter should be permitted more time than Dr. Lee to conduct such an important forensic examination.

Letter to Robert D. Peltz, Esq.  
January 17, 2006  
Page 2

If Royal Caribbean will not permit us an eight hour period to conduct the inspection, Dr. Lee will need to arrange for additional crime technicians to be present to assist in the inspection. We would therefore request Royal Caribbean to inform us exactly how much additional time we will have to conduct the inspection so that we can have an appropriate number of technicians present.

We are interested in conducting an efficient inspection. We do not want to waste time inspecting any items which were not originally in the cabin. To date, we have not been provided with an itemization of the items taken into possession by the Turkish authorities on July 5, 2005. Would you please provide us with a list of items obtained by the Turkish authorities? We previously requested this information and it has not been provided to us yet.

The photographs taken by the cruise line after the Turkish authorities left the ship show many items left in the cabin. These items include bed sheets, bed coverings, pillows, blanket, sofa pillows, bottles, glasses, contents of the trash can, and many other items. We understand, again from the cruise line's press statements, that the FBI may have boarded the cruise ship on July 7, 2005 and July 14, 2005, and perhaps at some other time. Is this correct? If so, did the FBI obtain any items directly from the cabin? If so, please provide us with a list of these items. If the FBI did not take any items from the cabin on these dates, please explain where the items depicted in the photographs are located today. Are they still in the cabin or some other location, or have they been destroyed? We need to know exactly what items have been removed from the cabin since July 5, 2005, and what items remain. We previously requested this information from Royal Caribbean and it has not been provided to us yet.

We also understand from a recent press release by the cruise line that the FBI requested that the carpet be removed from the cabin. Dr. Lee of course wishes to inspect the carpet, the padding under the carpet, and the flooring beneath the carpet and padding. We would therefore ask the following questions:

- Was the carpet removed?
- When was the carpet removed?
- Who removed the carpet?
- Where is the carpet today?
- Was the padding to the carpet removed as well?
- If so, does the FBI also have the padding?
- If not, is the padding still in the cabin?
- Are there any photographs or videotapes of the carpet/padding being removed?

Letter to Robert D. Peltz, Esq.  
January 17, 2006  
Page 3

Please confirm that Dr. Lee will be permitted to inspect under the carpet, including the padding and the flooring.

Please confirm that Dr. Lee will be provided with full access to the top of the canopy. His team needs to be permitted on top of the canopy. Please confirm that the canopy is of sufficient design and strength to accommodate the weight of several individuals. We have previously requested blueprints/diagrams of the canopy, and we again ask that the cruise line provide us with this information. We are interested in knowing the slope of the canopy and other similar information. We must know whether the individuals on the canopy need to be fitted with a safety harness because we do not want anyone to fall off of the ship. If a harness is needed, please inform us whether the vessel will provide the harnesses or whether we need to bring harnesses and tethering ropes with us.

Dr. Lee will also need full access the bottom of the canopy for an inspection.

Dr. Lee will spray certain chemicals and solutions on surfaces in the cabin and on the canopy. This will not cause a permanent stain. Please confirm that these type of tests will be permitted.

Dr. Lee wishes to conduct experiments which involve dropping a mannequin from the balcony to the canopy below. Please confirm that these experiments will be permitted.

Dr. Lee needs to be permitted to walk through (and video and photograph) certain areas of the ship. (Royal Caribbean's William Wright recently led Fox News Reporter Greta Van Sustern on a walking tour.) We ask that the cruise line provide us with a knowledgeable tour guide to and from the relevant areas of the cruise ship. He needs to determine the access points to the canopy. Dr. Lee needs to walk from the casino to the circular disco to the elevator allegedly used by Jennifer and to her cabin and to the area where the cruise line claims that she was located unconscious. He needs to walk from the cabin to the elevator and then to the cabins of Joshua Askin, Zachary Rozenberg, Gregory Rozenberg, and Rostilav Kofman. He also needs to walk from the cabin to any staircases or fire exits on deck nine and then to the cabins of Joshua Askin, Zachary Rozenberg, Gregory Rozenberg, and Rostilav Kofman. Please confirm that these walking tours with video will be permitted.

Please provide us with the cabin numbers of these four individuals, and provide us with detailed ship diagrams indicating any paths from our client's cabin to these cabins. Please inform us what cabin these men claim that they were in when they allegedly ordered room service early on the morning of July 5, 2005. Please provide us with their

Letter to Robert D. Peltz, Esq.  
January 17, 2006  
Page 4

keycard/door activity ("locklink") reports for July 5, 2005 which we have requested many times.

Please respond as soon as possible. Should you have any questions or comments, please do not hesitate to contact our office. Thank you.

Very truly yours,

JAMES M. WALKER

Enclosure

cc: Dr. Henry Lee





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January 19, 2006

Via Facsimile no. 305 381-6889 and Regular Mail

Robert D. Peltz, Esq.  
McIntosh, Sawran, Peltz, et al.  
19 West Flagler Street, Suite 520  
Miami, Florida 33130

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

Dear Mr. Peltz:

We received your letter dated January 19, 2006 placing restrictions on Dr. Lee's inspection of the cruise ship. Following receipt of your letter, I called you to discuss your letter. I pointed out that your letter does not address the application of chemicals and solutions in the cabin and on the canopy. You indicated that there are no restrictions on the use of such chemicals and solutions. Dr. Lee's office informs me that there will be no permanent staining caused by the testing.

We are disappointed that Royal Caribbean refuses, at this time, to permit Dr. Lee to use a mannequin during his inspection of the cruise ship. I can assure you that there is a scientific basis to conduct such testing. If Dr. Lee thinks that this will aid in obtaining answers regarding whether a crime was committed, who at the cruise line could possibly be qualified to disagree with him?

Regarding the use of the mannequin, I am certain that the cruise line does not want to stop a forensic test that could assist the FBI in its investigation? Please have the cruise line resolve the alleged "safety issues" mentioned in your letter. Once these issues are resolved, we can then discuss performing the tests involving the mannequin at a later date. We are interested in conducting the tests in a safe manner, and we will be pleased to conduct the testing in compliance with safe procedures approved by the cruise line on another date when the cruise ship is in port.

Many of your comments in your letter are most inappropriate and unfair. There has never been an established testing protocol established. The fact of the matter is that the cruise line's risk management department takes anywhere from one week to three weeks to respond to the simplest request in our letters. We are still obtaining additional information which

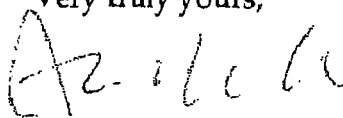
affects the type of investigation which needs to be conducted. Since our initial request for a vessel inspection, we learned through the media many new developments which are relevant to the vessel inspection. It was only last week that we learned that the carpet had been removed; this information was obtained upon reviewing the interview of Royal Caribbean Captain Lachtaridis with MSNBC Dan Abrams. We also observed, on television, Royal Caribbean escorting FOX News Host Greta Van Susteren around the cruise ship, in the cabin, and on the canopy. So we can only assume that Dr. Lee should be permitted an equal opportunity as the news media.

Royal Caribbean's efforts to impose a gag order on us are misplaced. It is Royal Caribbean that is showing the cabin and canopy to the America public on FOX News, in gross violation of every restriction suggested by the FBI. But I will agree not to discuss the test results, although this is fundamentally offensive to concept of freedom of speech guaranteed to all Americans. I will also inform Dr. Lee of Royal Caribbean's requirement that he must agree to a gag order in order to be permitted on the cruise ship. I will inform you of his response.

Our investigation is without prejudice to our clients' rights to obtain additional information and testing at a later date. Unfortunately, Royal Caribbean continues to withhold substantial information from us. At this point, we remain without clear information regarding exactly what has been removed from the cabin, certain information from the CCTV videos, "locklink" information regarding the cabins of the four men last seen with George Smith, diagrams of the ship, cabin and canopy, and so forth. It would be helpful if Royal Caribbean would make a genuine effort to sit down with us and discuss this information with us and Dr. Lee rather than force us to piece together information selectively leaked to the media by the cruise line.

We await a response to the unanswered requests regarding the information, videos, deck and canopy diagrams, and "locklink" reports requested in our prior letters. Thank you for your prompt attention to the above.

Very truly yours,



JAMES M. WALKER

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**Date:** January 19, 2006

**TOTAL NUMBER OF PAGES**  
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**TO:** Brett A. Rivkind, Esq.

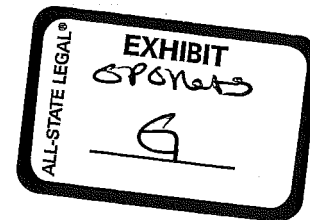
**FAX NUMBER:** (305) 539-8341  
Tel. No. 305-374-0565

**FROM:** James M. Walker, Esq.

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

---

Please see attached.



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January 20, 2006

Via Facsimile no. 305-381-6889 and Regular Mail

Carol Finklehoff, Esq.  
McIntosh, Sawran, Peltz, et al.  
19 West Flagler Street, Suite 520  
Miami, Florida 33130

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

Dear Ms. Finklehoff:

I received your letter today. It is our understanding that you boarded the cruise ship on July 7, 2006 and entered our client's cabin. Royal Caribbean lawyer Lanny Davis stated on national television that *cruise line lawyers* also took the 73 photographs of the cabin. Did you enter the cabin? Did you take the photographs on July 7, 2005? What other lawyers from your firm entered the cabin during the cruise? We are particularly interested in learning this because cruise line executives Greg Purdy, Richard Fain, and William Wright have repeatedly represented that the cabin was secure *for six days* (until July 11, 2005). We now know that these representations are patently false because, among other reasons, cruise line lawyers were in the cabin. Is this true as Mr. Davis has said? Please confirm this as we are responding to many of the misrepresentations made by Royal Caribbean. We want to be precise in our references to you and other lawyers in your firm who may have boarded the cruise ship before the end of the cruise on July 11, 2005.

If you did enter the cabin, have you informed the Congressional sub-committee that the comments of the Royal Caribbean executives that the cabin was secure for six days are, in fact, false? If you were in the cabin did you wear plastic booties over your shoes? Did you wear a haz-mat suit? Did you place a protective cap over your hair?

Did you return to the cabin after July 7, 2005? If you did, please explain whether the cabin had been completely cleaned and whether all of the papers, bottles, liners, pillows and other remaining personal effects therein had been collected and removed from the cabin prior to the end of the cruise. The photographs taken by the cruise line lawyers show a blood pattern on a pillow. There is still blood shown on a sheet. Did you make certain that this pillow and sheet were preserved as evidence? Did you touch any of the items in the cabin? Did you take any of the items into your possession either during the cruise or after the cruise?

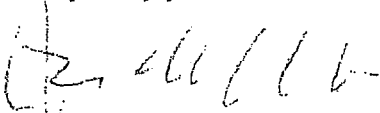
Did you permit some or all of the items in the cabin to be thrown away or otherwise destroyed?

What passengers and crew members did you interview? As you know, some passengers have publicly indicated that the cruise line lawyers tried to influence their testimony and said disparaging comments about our client and her husband. Did you do this?

In light of the fact that you may have direct information regarding the issue of whether all evidence aboard the vessel was retained, whether the testimony of Mr. Purdy to Congress was and remains false, and whether some of the passengers were inappropriately questioned during the cruise, there may be a conflict of interest precluding you and other lawyers in your firm from proceeding as counsel for the cruise line in this case. We would therefore request that you explain to us whether you or any lawyers in your firm entered the cabin in question at any time, and/or were involved in the questioning of passengers, particularly during the cruise in question including up to its return to Barcelona.

Until these issues are resolved, we must state that any communications with you should not be construed as a waiver of our right to exclude you as well as any and all other attorneys at your firm from proceeding as defense counsel in this case.

Very truly yours,



JAMES M. WALKER

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**Date:** January 20, 2006

**TOTAL NUMBER OF PAGES**  
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**TO:** Brett A. Rivkind, Esq.

**FAX NUMBER:** (305) 539-8341  
Tel. No. 305-374-0565

**FROM:** James M. Walker, Esq.

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

---

Please see attached.



# McIntosh Sawran Peltz & Cartaya, P.A.

attorneys at law

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OFFICES IN  
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February 2, 2006

Via Facsimile and Mail

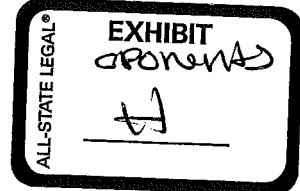
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James Walker, Esquire  
Walker & O'Neill, P.A.  
Dadeland Centre, Suite 1602  
9155 South Dadeland Boulevard  
Miami, FL 33156

Re: *Missing Passenger George Allen Smith IV*

Dear Mr. Walker:

Unfortunately, your understanding of the law of spoliation of evidence is not any better than your understanding of the constitutional law governing free speech. Your understanding of the facts in this case is equally as misguided as your knowledge of the law.

It is also sad that neither you nor your client seem to be able to accept any accountability for her actions. Instead, both you and she are always quick to blame somebody else for those choices, which she has made. Instead of accepting responsibility for those choices, you both continually engage in this charade of attempting to divert attention from her own voluntary conduct.

When your client was found sleeping in the corridor, she smelled of alcohol and appeared to have had simply drank too much booze. There was certainly no

# McIntosh Sawran Peltz & Cartaya, P.A.

attorneys at law

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OFFICES IN  
FORT LAUDERDALE, WEST PALM BEACH AND ORLANDO

February 2, 2006

Via Facsimile and Mail

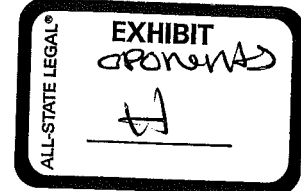
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Re: *Missing Passenger George Allen Smith IV*

Dear Mr. Walker:

Unfortunately, your understanding of the law of spoliation of evidence is not any better than your understanding of the constitutional law governing free speech. Your understanding of the facts in this case is equally as misguided as your knowledge of the law.

It is also sad that neither you nor your client seem to be able to accept any accountability for her actions. Instead, both you and she are always quick to blame somebody else for those choices, which she has made. Instead of accepting responsibility for those choices, you both continually engage in this charade of attempting to divert attention from her own voluntary conduct.

When your client was found sleeping in the corridor, she smelled of alcohol and appeared to have had simply drank too much booze. There was certainly no

February 2, 2006

Page 2

indication then, just as there is no indication today, that your client had been given any type of drugs, nor did she present with any other reason to need medical treatment. It is not customary in any industry or other normal setting to subject an individual to unrequested medical care, simply because they partied too much. Your client was asked how she felt and she responded that she was okay.

While we understand why your client is embarrassed over her behavior, there is simply no evidence that we are aware of to support your claim that she was given some type of drug to render her unconscious. In fact, all the evidence is to contrary. Numerous witnesses saw your client voluntarily drinking to an excess. They have described her conduct as flirting with other men, which in turn provoked her husband into a verbal altercation. Numerous independent witnesses thereafter saw her kick her husband in the crotch, say some very nasty things to him and then storm out of the lounge by herself.

Your client was thereafter observed getting into the elevator unaccompanied and then getting out on deck 9, which is where her cabin was located. In her intoxicated state, she went in the wrong direction and thereafter eventually decided to rest on the floor after she could not find her cabin, falling asleep. When she was subsequently found, she was fully clothed and smelled of the alcohol that she had been drinking with her husband. As further pointed out in recent media accounts, both your client and her husband had been heavily drinking an extremely potent type of alcohol illegally brought onboard by one of their teenage friends with whom they associated throughout the cruise.

It is our understanding that Mr. Smith and his wife had a history of "partying" in this manner. Moreover, if anyone should have been aware of the potential problems which could be caused by the voluntary excessive intake of alcohol, particularly one as potent as that smuggled aboard by your client's friends, it would be Mr. Smith, who was actively involved in running his family's liquor store.

While it is apparent from your persistent and inaccurate letter writing campaign that you do not wish to talk about the facts of this case, but instead some fantasy case which you have constructed in your mind, the actual evidence in this case is very overwhelming and compelling. Accordingly, we look forward to the day when we will have the opportunity to deal with actual evidence and sworn testimony in court,

February 2, 2006

Page 3

rather than the type of fantasy letter writing in which you excel. We also look forward to having the opportunity to actually question both your client and her in-laws, something which so far they have managed to avoid in both the media and in their written submissions to Congress.

To answer your final inquiries, when your client saw the ship's doctor following the discovery of her husband's disappearance, there was no medical reason for him to take either blood or hair samples, since he merely gave her an extremely mild sedative.

The samples of the blood which was located on the canopy were taken by the investigating Turkish police as part of their forensic investigation and not by Royal Caribbean, which is not a police agency. It is our understanding that the blood samples and other evidence collected by the Turkish police have subsequently been provided to the Federal Bureau of Investigation, which has expressed their gratitude to the Turkish police for their fine work.

Sincerely,



ROBERT D. PELTZ  
CAROL FINKLEHOFFE

RDP/va

M:\wp51\data\0142-303\CORR\Walker re clicata conduct.WPD

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Facsimile (305) 995-5310

February 2, 2006

Via Facsimile no. 305 381-6889 and Regular Mail

Robert Peltz, Esq.  
McIntosh, Sawran, Peltz, et al.  
19 West Flagler Street, Suite 520  
Miami, Florida 33130



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

Dear Mr. Peltz:

We received your nasty three page letter today, replete with the usual vicious and unwarranted attacks on George and Jennifer. We know that Adam Goldstein receives copies of your letters. Are we to assume that he approves the outrageous character assassinations contained therein? I scanned your letter and will email it to Jennifer (and the Smith family), so that they can better understand Royal Caribbean's malice toward them.

In discussing the issue of responsibility, perhaps you should read our appellate court's decision in Hill v. Royal Caribbean. Royal Caribbean makes several hundred million dollars a year pushing alcohol on the passengers. Has Royal Caribbean forgotten so quickly that it is still legally responsible for the guest's safety when it over-serves them with alcohol? (You were the losing lawyer on that appeal if I remember correctly.) Not to mention the issue of permitting underage passengers to drink alcohol in the casino and bars, and terrorize other guests, or crew members drinking alcohol and mingling with the passengers, and the complete absence of security on the cruise ship. Is it standard operating procedure on Royal Caribbean cruise ships to let underage minors, with a history of trouble on the cruise, drink alcohol to excess and then let them carry another inebriated guest out of public places and the guest ends up dead following noise complaints which were not timely handled?

The other self-serving comments in your bloated letter regarding medical issues are inconsistent with the Royal Caribbean's SQM, sound medical judgment, and common sense. Yesterday, I read an interesting email to the cruise line's favorite show on FOXNEWS:

E-mail No. 3

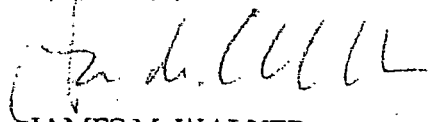
Greta, I was shocked, when the staff from the Royal Caribbean ship that the Smiths were on. Made this statement that they found

Jennifer Smith asleep on the floor in a hall. Passed out intoxicated. Remember? Why did they not take this passenger - Jennifer Smith - to the ship's hospital for an evaluation. She could of died from alcohol poisoning or any other medical conditions. People should listen. You are not safe or well looked after on these cruises. Scares me. Wish you would address this gross negligence with your experts.

Marlayna  
IN

Perhaps your client likes reading your daily attacks on George and Jennifer, but your letters demonstrate nothing other than the continued irresponsibility of this recidivist corporate felon. Please send this letter and a copy of your letter to Mr. Goldstein and ask him whether he agrees with these personal insults leveled against the Smith and Hagel families?

Very truly yours,



JAMES M. WALKER

**Brett Rivkind**

**From:** walkyork@bellsouth.net  
**Sent:** Monday, March 13, 2006 8:20 PM  
**To:** Brett Rivkind  
**Subject:** Re:

**Categories:** E-Mails  
**Caseld:** 1536  
**oCaseld:** 1536  
**OrgEntryID:** 0000000038EC01160C331140845AFA361767AAC00700B71E1668A6689D479F95857AD5BC9E35000000043750000B71E1668A6689D479F95857AD5BC9E350000000FABE00000



Brett:

Yes, you are included with all issues re: Dr. Lee.

As I mentioned earlier, Dr. Lee has not done any more tests. He met with Sean O'Malley 2 weeks ago, and the FBI wants all of the evidence and copies of all photos and diagrams etc. I told Dr. Lee to turn everything over otherwise FBI will serve a subpoena. Nothing is planned with Dr. Lee at this point.

I have never said that Jen was drugged. Vanity Fair said I said that she was drugged in the article. But I never said that at all. The only thing I said was that RCCL should have tested her to see if she was drugged. No one on our "team" has spoken with anyone at Vanity Fair. That magazine screwed all of us.

Janet Kelly is my client and she joined the ICV and so did Angela Orlich and some other clients are going to join as well. I have publicly thanked Bree Smith and the Smith family and Ken Carver and Jean Scavone for organizing the ICV and giving Janet and Angela a forum to tell their stories . . .

We invited Jean Scavone to talk because I think that she should have been invited to talk at the hearings and has not really been given her opportunity to talk. She was really powerful at the press conference and I think that it helped get her message out there.

We had a nice meal with Ken Carver on Monday and he met Janet Kelly and the Hagel family. It was a really nice experience.

Angela Orlich said your press conference was better than ours, so what is the big deal? It has always been my idea to have just one press conference/web site etc. and I invited you to use our conference room to use if you wanted to, etc.

I still think we are hurting ourselves by having two press conferences, two email addresses etc. None of this is how I would do it.

No talks about compensation/settlement - I have a constant dialogue with RCCL about obtaining additional information - I write Peltz all of the time - Jennifer has emailed Adam Goldstein as I mentioned asking for additional

info regarding George's death. Absolutely no additional information has been forthcoming from RCCL regarding the cruise details.

I have a lot of info about how RCCL works and what they are thinking. They have a full time pr team, media war room, plus the Orrick firm behind the scenes. There was a RCCL DC pr spy and video team at my press conference. I bet for sure they were there at your press conference too. I think the press is hurting them; at least they are concerned about it. Maybe you think differently. I also think they want to get this bad press behind them and I think that Goldstein may want to try some type of settlement, but this is my impression and I do not know if Fain or others are calling the shots out there. I have no idea what exactly they are thinking but I know they are thinking and concerned. Whether this turns into a settlement at this point is unknown. If settlement is raised, then you will be part of the dialogue. I know that I need the Smith family's agreement and they will be kept informed through you if and when happens. I hope it happens so we have some options to consider.

I called you on Saturday about the tip we received last week. The guy called twice and I was not in the office. I also sent (faxed) the FBI a letter today and I copied you with it and the telephone notes from my paralegal. You have the details of the tip.

I have been square with you re: Mike Paul; he is on the sideline; he did a few good things but has pissed off way too many people - including me - and he was running too much of his own agenda and it has been a struggle, trust me.

We have absolutely nothing in the media planned.

I am trying to do the best that I can and this case is not easy. Maybe the Smith family wonders about me or you or both of us, but the Hagel family sometimes wonders about me and sometimes wonders about you and/or what the two of us are really doing. No one trusts the lawyers anyway. If we are going to be paranoid with each other then it will be too bad.

Call me when your trial is over.

Jim Walker

>  
> From: "Brett Rivkind" <SeaInjury@RivkindLaw.com>  
> Date: 2006/03/13 Mon PM 06:17:02 EST  
> To: "james walker" <walkyork@bellsouth.net>

>  
> hey, am i still included with dr lee, etc had question asked of me if  
> i am involved, didnt know what to say we should dicuss strategy have  
> you had any settlement talks or indications regarding settlement seems  
> you have a game plan, funny you say not planned but seems very  
> calculated to release inform re jen after telling me to keep quiet, and  
> claim drugged then have jen talk about smiths after smiths held back  
> then do pr around hearings, talk about icv and then get rid of paul  
> not b/c dont like but b/c he did what he had to, plan accomplished so  
> that is ok just i dont like to be bs to if that is the case... i have  
> told you smith plans and kept them quiet about issues that would blow  
> things up and they think you did all this in very calculated manner



> and they are kind of wondering about me we can talk about this when  
> trial done but i am concerned that you dont fill me in on the tips ,  
> especially that really important one, and keep me in dark about dr lee  
> since we met with him, what letters he wrote, what conversations with  
> fbi, what he has done, any experiments, etc,... seems to me you have  
> gone off on your own, which ok but tell me pls the truth. i am smarter  
> than you may think. and you are much smarter than you let on!!!!

> regards

> brett

>

> Brett Rivkind, Esquire  
> Rivkind Pedraza & Margulies P.A.  
> 66 West Flagler  
> Suite 600  
> Miami, FL 33130  
> Phone: 305-374-0565  
> Fax: 305-539-8341  
> Email:seainjury@rivkindlaw.com

>

> The Contents of this communication, together with any attachments are  
> intended only for the use of the individual or entity to which they  
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> recipient, you are hereby notified that any dissemination,  
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> notify Rivkind Pedraza & Margulies P.A. by return e-mail or telephone  
> 305-374-0565 and delete this communication along with any attachments  
from your computer.

> Thank you.

>

>

>

>

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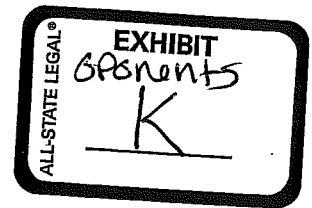
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~~January~~  
*June*  
19, 2006



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 Brett:

I received your letter after returning to my office this afternoon. I was surprised by your comments as well as the tone of the letter.

First, regarding the July 4, 2006 deadline to file suit, we are well aware of this deadline and we have been conferring with our client, our appellate counsel, and our experts, and we have been finalizing our pleadings. In my last substantive communication with you last week, I indicated that we will be filing suit the week of June 26, 2006. Quite frankly, we are excited to be able to finally take some depositions. We will be meeting another FBI agent in our office on Wednesday. When we have everything ready, you can take a look at our proposed pleadings. We can talk, make some changes to the pleadings and discovery. We can then start the civil case.

You are right that our clients are not communicating with one another. Unfortunately, this is because of certain circumstances leading to the Smith family deciding last December to break off all communications with our client. Jennifer offered to meet with them alone or with the attorneys present, and they did not want to meet. Since that time, Jennifer and I have been trying to "bridge the gap." Over the past six months, we have proposed Jennifer meeting with the Smith family, doing joint press conferences, sitting together at Congress, having a joint web site, and so forth. The Smith family did not want to proceed along any path which included Jennifer (or her counsel) in the picture. This was a bad decision because the success of the wrongful death case will depend on whether we are able to present an united front against Royal Caribbean. Regrettably, the Smith's decision not to communicate with Jennifer has played into the hands of the cruise line and the lawyers for at least two of the men last seen with George Smith. All of them

Letter to Brett Rivkind, Esq.

June 19, 2006

Page 2

appear quite comfortable attacking Jennifer in the press and repeating anything the Smith family says to the media.

Jennifer nonetheless maintained her focus on obtaining information regarding the circumstances surrounding George's death, by offering a reward, hiring investigators, conducting a vessel inspection and so forth. She remains open to all communications from you or your clients. As you know, she introduced herself and spoke with you in Washington which I thought was productive. She also called you at your office and the two of you talked, which I also thought was productive. Quite frankly, the Smith family is free to communicate directly with Jennifer, and they can call her, write her, e-mail her, or even meet with her directly. You will find no resistance from either this office or Jennifer regarding meeting with the Smith family. Quite frankly, it is long overdue! As you know, the cruise line will do everything it can to exploit the families' grief and pit our clients against each other.

As far as our communications between our offices, we have been communicating openly and frequently about this case. This is the good news. I intend to continue to continue to communicate with you. The last two weeks have been extraordinarily busy. We have had depositions, hearings, mediations, and other matters every single day and we were suppose to start a trial today (number 1) in a Celebrity Cruises case against James Gassenheimer, before Judge Trawick, only to find out this morning that we were not reached. As I also mentioned, I have taken a half dozen depositions recently of Royal Caribbean corporate representatives in another crime case, with another one scheduled for tomorrow, all of which will be helpful to this case. I regret that my schedule prevented me from meeting with you last week.

As far as your other inquiries, I am sure that you have already taken a look at all of the cases addressing the Athens Convention in order to counsel your clients. There is the case from Judge Moreno, Henson v. Seabourn et al., U.S.D.C. (S.D. Fla. 1984) Case No. 04-22437 where the Court did not apply the Athens Convention, although this case is easily distinguishable and is really of no help to us. There are many bad cases out there that the cruise line can rely on to severely limit the potential damages in this case. Some of them include Hodes v. S.N.C. Achille Lauro ed Altri-Gestione, 858 F.2d 905, 915 (3d Cir. 1988), over-ruled on other grounds by Lauro Lines S.R.L. v. Chasser, 490 U.S. 495 (1989); Mills v. Renaissance Cruises, Inc., 1992 WL 471301 (N.D. Cal. Aug. 17, 1992; and Kirman v. Compagnie Francis de Croisieres, 1994 A.M. C. 2848 (S. Ct. Cal. 1993). There are other cases, and this is by no mean an exhaustive list.

Letter to Brett Rivkind, Esq.

June 19, 2006

Page 3

The case most often cited by the cruise lines in support of an Athens Convention limitation defense seems to be Berman v. Royal Cruise Line, 1995 AMC 1926 (W.D. Cal. 1995) (a case handled by Larry Kaye), which applied the Convention even though the passenger ticket did not specify the limitation amount. However, you need to also read Wallis v. Princess Cruises, Inc., 306 F.3d 827 (9<sup>th</sup> Cir. 2002), where the Ninth Circuit held that the limitation for wrongful death damages under the Athens Convention was not reasonably communicated in the passenger contract and was therefore unenforceable. It is interesting to compare the actual language used in the ticket in the Wallis v. Princess Cruises case with the language in Jennifer's and George's ticket. Neither ticket refers to the "Special Drawing Rights" specified in the Convention, nor is there any attempt to explain in either ticket the conversion rate so that the passenger could understand the actual limitation amount.

It is also of some interest that the current Princess Cruises ticket (which you can read on-line at the Princess Cruises website) now mentions both the "Special Drawing Rights" of 46,666 and explains further that this is approximately \$60,000 (U.S.) which fluctuates depending on the exchange rate. This language was added to address the Court's concern that the nature of the limitations would not otherwise be reasonably communicated to the passengers. Ironically, Wallis was another case handled by Larry Kaye. It looks like he did not convince the Royal Caribbean people to revise their ticket like the Princess Cruises people did following this decision! Carnival, Crystal Cruises, Holland America Line, and Norwegian Cruise Lines also use language in the passenger tickets specifically mentioning the "Special Drawing Rights" of 46,666 and the conversion to approximately \$60,000 to \$70,000 depending on the date of the ticket. Other cruise lines probably changed their tickets after the Wallis decision (I will find determine the exact language used by each cruise line by the time we argue this at Court), but it looks like Royal Caribbean did not.

There is also some authority to argue an entitlement to higher "Special Drawing Rights" than the 46,666 mentioned in the Convention, but we can talk about this later. Our goal is obviously to argue that the Athens Convention does not apply because Jennifer and George did not understand what this meant at all.

Another factor to take into consideration is that both Jennifer and George signed the ticket, and George had traveled before on a Royal Caribbean cruise ship. There is a general line of case indicating that when someone signs a contract it is presumed that they read the contents. We will have to argue the Wallis v. Princess Cruises approach that the ticket did not mention a specific limitation amount or provide a conversion rate, and neither Jennifer or George had the legal or financial sophistication to actually determine the amount of the limitation themselves. There are some other potential arguments which we can talk about when this issue is briefed. I am using Phil Parrish as appellate counsel and litigation

Letter to Brett Rivkind, Esq.

June 19, 2006

Page 4

support on the case. I know that you have access to other good appellate lawyers and I am interested in what you and your team can think of too.

The Wallis case also raises the issue of whether we should seek an early determination whether the Athens Convention should apply, and seek an interlocutory appeal if we lose a summary judgment issue at an early date.

As far as other strategy, we can talk about whatever you think may advance the case. As I previously explained, I will send you a copy of everything that we are filing, which includes the complaint, request for production, interrogatories, and notice of corporate deposition. You can look at everything, and then we can meet and make revisions and so forth depending on the best strategy for the wrongful death claim. We have no obligation to provide you with these items or meet with you, but we will be pleased to continue to do so in order to maintain an united front against the cruise line. It would be helpful if you would send me any particular discovery requests you want included in the wrongful death discovery so I can organize everything before our meeting. I would also like to hear from you about the Athens Convention cases you find interesting, and your suggestions regarding how to avoid this limitations defense. I also have never received any information from you or the Smith family in 6 months so if you or your clients have any relevant information, please cooperate and send us copies of any relevant documents which can assist us in moving forward.

Regarding filing suit, we have to file two separate lawsuits. I can not sign as counsel for any type of personal claim that Mr. Smith, Mrs. Smith, or Bree Smith may be filing, such as for intentional infliction of emotional distress, because I do not represent them and I am less than clear about the basis or strength of their claims. I also do not think that you can sign a complaint as counsel for Jennifer as the personal representative for the benefit of the Smith family members, or for Jennifer's personal claims. The only thing to do is to file both lawsuits at the same time, and then we can move to consolidate them for discovery and trial and proceed in this joint manner. We can explain that the cases had to be filed separately for technical reasons but that the cases will proceed in an unified manner.

Regarding press conferences and statements to the media and so forth, you and I are now potentially subject to Florida Bar Rule 4-3.6, entitled "Trial Publicity," which states in paragraph (a): "Prejudicial Extrajudicial Statements Prohibited. A lawyer shall not make an extrajudicial statement that a reasonable person would expect to be disseminated by means of public communication if the lawyer knows or reasonably should know that it will have a substantial likelihood of materially prejudicing an adjudicative proceeding due to its creation of an imminent and substantial detrimental effect on that proceeding." Perhaps there is some issue whether any comments to the media now would have an effect on a

Letter to Brett Rivkind, Esq.

June 19, 2006

Page 5

trial which is not even scheduled, but attorney Peltz will recommend a Bar complaint I am sure if we make a big deal with the media. (He spent his career attacking Bill Huggett with Bar complaints, and he does not have anyone to target now). At this point we need to concentrate our efforts taking depositions and obtaining as much information from the cruise line pursuant to Court orders, rather than spending time and energy with the press.

Thank you for communicating with me today about your concerns which I trust are addressed by this letter. Should you have any questions, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. M. Walker". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

JAMES M. WALKER

JMW:bb

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June 21, 2006



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Lisa O. O'Neill

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**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 Brett:

I read your June 19, 2006 letter this morning. I am not certain what is motivating you to write letters of this type. This is my response.

We spoke at length yesterday. So it is disingenuous for you to write me a letter and claim that we have not spoken. We talked about everything in your letter which you sent only after our long discussions.

Jennifer is the personal representative and this firm is taking instructions from her. We are not taking instructions from you or your clients. We are pleased to discuss issues of mutual concern and strategy and we of course, will be pleased to continue to extend our usual professional courtesies (inviting you to meet Dr. Lee, keeping you advised of case developments, sharing research and so forth).

There is no conflict of interest with Jennifer proceeding as the personal representative in the wrongful death case. She never broke off any communications with the Smith family and has always acted in the best interest of the Smith family and she will continue to do so. Your clients terminated all communications with Jennifer and you did not communicate with me. You made a point of scheduling press conferences without even telling our office where you and your clients appeared, and the Smith family made negative and detrimental comments about Jennifer.

As we have repeatedly advised you, the continued attack on Jennifer by you and your clients is highly detrimental to the wrongful death claim of the estate. By criticizing

Letter to Brett Rivkind, Esq.

June 21, 2006

Page 2

Jennifer for being intoxicated on the night of George's death and implying that she is somehow culpable in George's death because she was intoxicated, you play right into the hands of the cruise line. Royal Caribbean also wants to blame Jennifer (and George) for George's death. They have repeatedly depicted George's death as nothing more than an accident caused by George and Jennifer's careless and irresponsible drinking. One of the hurdles in proving the estate's case is convincing the jury that notwithstanding George's voluntary intoxication, the cruise line owed a duty to protect George (and Jennifer) while in this weak and vulnerable state. Elements of comparative negligence will be taken into consideration. Please see the logic that you cannot blame and criticize Jennifer for being intoxicated without also casting blame on George and eroding our ability to make the estate's claim. Your comments in your latest letter where you assert that Jennifer engaged in "inappropriate" conduct is more of the same, and we request that you stop these kind of comments for the duration of the case.

Regarding the issue of a public relations expert, you hired a public relations representative for the Smith family also. The public relations representative who we retained was not to be paid out from any proceeds of the estate.

The \$100,000 reward will be paid out of the estate if there is information leading to a conviction of the individuals responsible for George Smith's death. There is no "facade." We are trying to accomplish two important goals with the reward. First, this may result in obtaining information which will lead to the arrest and conviction of the individuals responsible for George's death. Secondly, there will be a stronger lawsuit if we can prove a murder occurred (which appears to be the situation), rather than an accident as a result of George's intoxication. We have sent all of the e-mails to the FBI and there have been some interesting telephone tips which the FBI continues to follow up on. This morning we met with another FBI agent on one of the tips we received from Jennifer's website.

The Smith family does not have "one-third of the estate," as mentioned in your letter. The probate statute indicates that because George did not have a will, his parents have a right to receive 25% of any amount in excess of \$100,000. I told you earlier that I will be pleased to contribute my fee (\$40,000) of the first \$100,000 to fund the reward if there is a conviction. So that leaves Jennifer responsible for 75% of the remaining \$60,000, and your clients will be responsible only for the remaining \$15,000, all of which will be paid out of the proceeds of the wrongful death case which is stronger if there is a conviction. So why would you (who will pay nothing) or your clients possibly be critical of such a reward if it leads to justice?

Dr. Lee is not a publicity stunt. He concluded, among other things, that blood was probably smeared across the partition between George and Jennifer balcony and the



Letter to Brett Rivkind, Esq.

June 21, 2006

Page 3

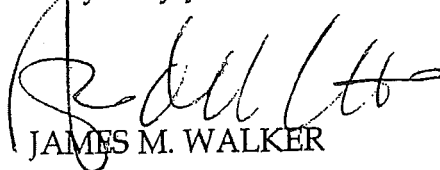
adjacent cabin, which is consistent to George bleeding before going over the railing and is also consistent with someone propping him up before he may have been thrown overboard. If you think that we retained him just for publicity, which may be what you are thinking because you were always standing around him whenever a photographer was present, then you are missing the point. Your clients have publicly thanked him for his efforts, so are you the only one that thinks he was retained just for publicity? We also retained him within a week of our firm being retained as counsel, so he was not retained "late" from our perspective. He has solved cases which have been "cold" for several years. We want to do everything possible to find out if George was murdered and who is responsible for his death. If you have some alternative suggestions, we will be pleased to hear your thoughts.

The point of communicating between our offices is to *exchange* information. Cooperation should run both ways. Unfortunately, it runs only from my office to yours. You have never sent us a single document, a single piece of information, a single case citation, or anything else. For example, you mentioned that you have a statement from a crew member in the spa about Jennifer which you refuse to turn over to us. It would be helpful for there to be cooperation coming from your side, rather than just baseless criticism.

The threats about the Smith family moving to remove Jennifer as the personal representative are totally inappropriate. There is no legal basis to remove her as the personal representative. If you are angling to orchestrate an attack against her for an ulterior purpose, then you need to think carefully about whether there is a legal basis to do so and the practical ramifications of such an action. We can assure you that any malicious legal actions taken against Jennifer, by anyone, will be defended aggressively.

We will continue to respond to any imprudent letters which you may be inclined to send in the future. If you wish to discuss these issues further, please call me.

Very truly yours,



JAMES M. WALKER

JMW:bb

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June 29, 2006

Via Facsimile No. 305 381-6889 and Regular Mail

Robert Peltz, Esq.  
McIntosh, Sawran, Peltz, et al.  
19 West Flagler Street, Suite 520  
Miami, Florida 33130

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

Dear Mr. Peltz:

This is a proposed **REVISED** statement to the media which we intend to release to the media regarding the proposed settlement. Please call me to discuss.

Very truly yours,

JAMES M. WALKER

cc: Steven C. Marks, Esq.

**PRESS STATEMENT OF JENNIFER HAGEL SMITH**

**Proposed Settlement Reached Regarding the Disappearance of George Allen Smith IV on Royal Caribbean Cruises' Brilliance of the Seas**

Jennifer Hagel Smith is pleased to announce that she has reached a comprehensive settlement with Royal Caribbean Cruises, Ltd. following the disappearance of her husband, George Allen Smith IV, on a Royal Caribbean cruise ship in July 2005.

Royal Caribbean has agreed to provide Jennifer and the family of George Smith with access to substantial information and documents in order to assist the families in obtaining answers regarding George Smith's disappearance last summer. The families will be permitted to review all relevant vessel logs, security reports, door activity ("lock-link") reports, photographs, security tapes, correspondence to and from the FBI and other law enforcement authorities, as well as all statements of passengers and crew members obtained by the cruise line. This information will be provided upon the approval of the settlement, and the execution of the relevant settlement documents. It is Royal Caribbean's intention to cooperate completely with the families in order to assist them in finding answers to their questions regarding the loss of their loved one.

Royal Caribbean will pay a settlement of the pecuniary damages which could be asserted by the personal representative for the death of George Smith. Jennifer is creating a charitable foundation which will be in the name of her husband, and which will be dedicated to George Smith's memory. Royal Caribbean has also agreed to make a significant contribution to this charitable organization in memory of George Smith.

The proposed settlement will be presented to the Court of Probate, District of Greenwich, in the State of Connecticut for the Court's consideration and approval.

Jennifer Hagel Smith continues to offer a reward of \$100,000 for information regarding the circumstances surrounding her husband's death. She will continue to work with Dr. Henry Lee and the Federal Bureau of Investigations ("FBI"), who remain actively involved in investigating George Smith's disappearance.

Jennifer greatly appreciates the tips from concerned citizens and the kind words of support and encouragement which she has received during this difficult time period. Anyone with relevant information regarding this matter is encouraged to contact the FBI's office in Bridgeport, Connecticut at (203) 777-6311.

Law Offices of  
**WALKER & O'NEILL, P. A.**  
M A R I T I M E ♦ L A W Y E R S

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James M. Walker  
Lisa O. O'Neill

Telephone (305) 995-5300  
Facsimile (305) 995-5310

June 29, 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 Brett:

Yesterday afternoon, Royal Caribbean offered a comprehensive settlement of the wrongful death claim. The terms of the proposed settlement are as follows:

1. Upon the approval of the settlement and the execution of the settlement documents, Royal Caribbean will provide access to information and documents in its files and the files of its defense counsel for our client (Jennifer) and your clients (Mr. and Mrs. Smith and Bree Smith), in order to assist the families in obtaining answers regarding the disappearance of George Smith IV. We will then be permitted to review the relevant vessel logs, security reports, door activity ("lock-link reports"), photographs, video/CCTV tapes, notification letters to authorities, correspondence to and from the FBI and the Turkish authorities, etc., as well as all statements obtained by the cruise line and its lawyers.

2. Royal Caribbean will make a contribution to a charitable foundation which our client is creating in the name of George Smith IV, and it will thereafter consider making annual contributions.

3. Royal Caribbean will pay \$950,000, as well as the costs incurred up to \$100,000.

Royal Caribbean has not offered, and will not offer, any separate settlement to Jennifer.

Letter to Brett Rivkind, Esq.

June 29, 2006

Page 2

Today, Jennifer authorized and instructed me to accept this offer in principle, and to present the offer to the Probate Court in Greenwich, Connecticut for consideration and approval. Your clients obviously have an opportunity to inform the Probate Court whether they approve the proposed offer. The deadline for filing the wrongful death action against the cruise line will be tolled pending the approval of the proposed settlement by the Probate Court and the exhaustion of all potential appeals and/or the expiration of all applicable appellate periods. In the event that the proposed settlement is not approved, all of Jennifer's rights as the personal representative of George Smith's estate to assert a wrongful death action and her right to assert personal claims will be fully restored and the cruise line cannot assert any type of time bar and/or statute of limitations and/or contractual time limitations defense.

The right of our clients to inspect the files of the cruise line and its lawyers is contingent on the approval of the settlement by the Probate Court as well as our clients' execution of settlement documents prepared by the cruise line.

We believe that the agreement to permit our clients to review the witness statements and work product of the cruise line is particularly beneficial because these items are typically not required to be produced in cruise crime cases, even if the information is turned over to law enforcement agencies like the FBI. See, Carnival Cruise Lines, Inc. v. Jane Doe, 868 So. 2d 1219 (Fla. 3<sup>rd</sup> DCA 2004).

As I have explained on many occasions, Jennifer intends to make certain that your clients receive 25% of all amounts over \$100,000 which are recovered in this proposed settlement, in compliance with Connecticut Statute Chapter 802b, Section 45a-437 (a) (2). As I informed you, Jennifer has been presented with several legal opinions to the effect that this Connecticut statute has no application to this settlement and/or there is no "estate claim" which can be asserted under the Death On The High Seas Act and the General Maritime Law under these circumstances. However, Jennifer has rejected these opinions and will fully honor your clients' rights under the above mentioned Connecticut statute.

As I previously advised you, our firm remains committed to exploring a method to send Bree Smith a 25% referral fee which fully complies with the Rules of the Florida Bar, as Ms. Smith and I discussed last November.


We are now in the process of preparing the documents confirming this proposed settlement, and we will be requesting the Probate attorneys in Connecticut to file a motion before the Probate Court to address these issues.

Letter to Brett Rivkind, Esq.  
June 29, 2006  
Page 3

Jennifer and our office intend to continue to work with Dr. Henry Lee and his office in seeking information which may further assist the FBI in solving the circumstances surrounding George Smith's death. It is also Jennifer's intention to retain \$100,000 in the estate in order to fund the reward for information leading to the conviction of those individuals responsible for George's death. We would like to hear from you whether your clients agree to retain their percentage of the proposed settlement for purposes of funding the reward.

We kindly request that you inform your clients of these developments. We will be in further communication with you regarding this matter. Please call me should you have any questions. Thank you.

Very truly yours,



JAMES M. WALKER

LAW OFFICES OF  
**RIVKIND PEDRAZA & MARGULIES, P.A.**

66 WEST FLAGLER STREET, SUITE 600  
MIAMI, FLORIDA 33130



BRETT RIVKIND  
GEORGE PEDRAZA, OF COUNSEL  
BRUCE MARGULIES

TELEPHONE: (305) 374-0565  
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BEAINJURY@RIVKINDLAW.COM

June 30, 2006

Via Facsimile & U.S. Certified Mail  
(305) 995-5310

James Walker, Esq.  
Walker & O'Neil, P.A.  
Dadeland Centre  
9155 South Dadeland Boulevard  
Miami, Florida 33156

Re: George A. Smith IV

Dear Mr. Walker:

This will acknowledge receipt of your letter dated June 29, 2006 advising me of the settlement you negotiated without the knowledge of my clients, or myself.

We were quite shocked to learn that you negotiated a settlement behind our backs, specially during a period of time when I was specifically asking you as to any ongoing settlement negotiations, and advising you of my client's concerns regarding Jennifer entering into a settlement agreement prior to filing the Wrongful Death suit. You repeatedly advised me there were no meaningful settlement negotiations going on. In fact, you told me you simply talked to Peltz in passing, and he told you that if Jennifer was not willing to accept an amount below seven figures, not to bother talking to him about settlement.

Also, there were many instances in which we discussed the fact that my client was extremely concerned about a conflict of interest between their interests and Jennifer's interests, and was considering a Motion to Remove Jennifer Hagel Smith As Personal Representative/Administrator of the Estate. On many occasions, you made representations to me in order to stop my clients from taking such action, including representing to me that fact that there would be no settlement negotiations that would take place without my knowledge, and you would not enter into any settlement without

my prior knowledge. In order to prevent the filing of a Motion to Remove Jennifer Hagel Smith As Personal Representative/Administrator of the Estate, you also advised me that we would be filing a joint lawsuit, and would be jointly going forward with the main objective conducting of discovery in order to find out more information about what occurred to George A. Smith IV. During the past four to five weeks, I repeatedly tried to contact you to discuss the Wrongful Death lawsuit, and other matters pertaining to the George A. Smith IV matter. Notwithstanding the fact that Jennifer, as the Personal Representative, and you as the attorney, have fiduciary and legal responsibilities to my clients, and notwithstanding the fact that you know me to be the Smith family lawyer, and notwithstanding the fact I am easily accessible, you completely failed to have any communications with me for several weeks. This appears to have been done intentionally. While you represented to me you did not have time to pick up a telephone, I learned that you had time to communicate with Kendall Carver of ICV, and send him a five page letter, as well as dictate a five page letter to myself. It also appears you had time to enter into settlement negotiations, secretly, as you have indicated a "comprehensive" agreement was reached, which apparently did not occur overnight.

We feel that your misrepresentations to me, and in fact withholding information from me even when asked directly about that information, violated legal/ethical responsibilities to myself and my clients.

In response to the proposed settlement agreement, my clients have advised me that they will object to the proposed settlement. Please do not take any further actions to interfere with my client's right to file an objection to the proposed settlement.

In order to be able to file an appropriate objection, and otherwise evaluate the entire situation, I ask that you immediately provide me with a copy of the "comprehensive agreement" you secretly reached with the company.

I would add that I have a copy of the Complaint with the allegations against the company, which are contrary to the nice press release that you issued which suggests that Jennifer is working closely with the company on a very amicable basis. This is also completely contrary to representations continuously made to me during the past months, which we believe was all in attempt to hold off the Smiths from attacking Jennifer as the Personal Representative/Administrator.

In your letter, you state that if I have any questions to give you a call. I did give you a call. As usual, you did not return my call. I would suggest you do give me a call and set up a time to meet and discuss matters, but that is up to you. So far, your practice has been simply to cease communications with me and the Smith family, and to pursue your actions completely in accordance with Jennifer's interests, without regard whatsoever to the Smith family's interests, notwithstanding that you acknowledge a recognition of them being a twenty-five (25%) percent beneficiary of the Estate.

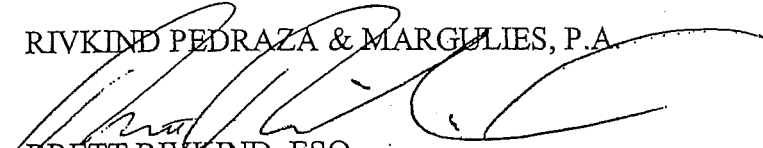


Again, this will confirm that at no time did you ever advise me there were ongoing settlement negotiations with Royal Caribbean. To the contrary, you affirmatively represented to me that there were not any meaningful settlement negotiations taking place, and represented to me that no settlement would take place prior to the Thursday filing of the lawsuit. Your actions, and the manner in which you settled, clearly prejudiced the Smith family, and is further evidence of the ongoing conflict of interests that existed that you failed to acknowledge and fix.

Thank you for your attention to this matter.

Very truly yours,

RIVKIND PEDRAZA & MARGULIES, P.A.



BRETT RIVKIND, ESQ.

BR:lg

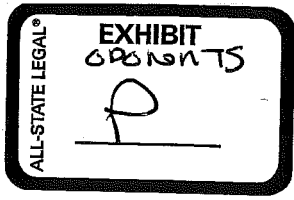
P.S. I would also like to know if there are any restrictions placed in the agreement on you providing me or the Smiths any information or assistance in their lawsuit, if that was addressed. I understand the information Royal Caribbean Cruise Lines will release is not available to the Smiths if they continue their lawsuit, which suggests your client must have agreed not to provide the information to the Smiths. We would like to know if that is true. Again, please immediately send me the "comprehensive" agreement!

TRANSMISSION VERIFICATION REPORT

TIME : 06/30/2006 14:40  
NAME : RPM  
FAX : 3055398341  
TEL : 3055398341

DATE, TIME  
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IN THE CIRCUIT COURT OF THE  
11<sup>TH</sup> JUDICIAL CIRCUIT IN AND FOR  
DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.

JENNIFER HAGEL SMITH,  
individually, and as the personal  
representative of the estate of  
GEORGE ALLEN SMITH IV,  
for the use and benefit of  
JENNIFER HAGEL SMITH,  
GEORGE SMITH III, and  
MAUREEN SMITH

Plaintiffs,

vs.

ROYAL CARIBBEAN CRUISES,  
LTD., a Liberian Corporation, and  
RCL (UK) LTD., d/b/a ROYAL  
CARIBBEAN INTERNATIONAL,  
a subsidiary of ROYAL CARIBBEAN  
CRUISES, LTD.

Defendants.

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COMPLAINT, DEMAND FOR JURY TRIAL, INTERROGATORIES, REQUEST FOR  
PRODUCTION, NOTICE OF TAKING DEPOSITION OF CORPORATION, AND  
MOTION TO COMPEL DEFENDANTS TO PRODUCE EVIDENCE OF OTHER  
SHIPBOARD CRIMES, ATTACHED

Plaintiffs, JENNIFER HAGEL SMITH, individually and as the personal  
representative of the estate of GEORGE ALLEN SMITH IV, for the use and benefit of  
JENNIFER HAGEL SMITH, GEORGE SMITH III, and MAUREEN SMITH, sue  
Defendants, ROYAL CARIBBEAN CRUISES, LTD., a Liberian Corporation, and RCL

---

**(UK) LTD., d/b/a ROYAL CARIBBEAN INTERNATIONAL, a subsidiary of ROYAL CARIBBEAN CRUISES, LTD., and allege as follows:**

1. This is an action in excess of the jurisdictional limits of this Court.

2. Plaintiff, **JENNIFER HAGEL SMITH**, is over twenty-one years of age and is a resident of the State of Connecticut. Plaintiff has been duly appointed by the Court of Probate, District of Greenwich, in the State of Connecticut to be the personal representative of the estate of her late husband, **George Allen Smith IV**, following his untimely death on or about July 5, 2005.

3. This action is being brought by Plaintiff for the use and benefit of Plaintiff and **GEORGE SMITH III** and **MAUREEN SMITH**, who are the loving parents of **George Allen Smith IV**, upon whom they were partially dependent for certain support and services.

4. Defendant, **ROYAL CARIBBEAN CRUISES, LTD.**, is a for-profit foreign corporation, incorporated under the laws of Liberia, Africa, and is based in Miami, Florida. **ROYAL CARIBBEAN CRUISES, LTD.** owns and operates twenty-nine cruise ships, including the *M/V Brilliance of the Seas*, under two brand names, "Royal Caribbean International" or "Celebrity Cruises."

5. Defendant, **RCL (UK) LTD.**, is a for-profit foreign corporation, incorporated under the laws of the United Kingdom, and is based in Miami, Florida. **RCL (UK) LTD.** is a subsidiary of **ROYAL CARIBBEAN CRUISES, LTD.**, and is engaged in the operation

of one cruise ship, the M/V Brilliance of the Seas, under the brand name "Royal Caribbean International."

6. At all times material hereto, Defendants personally or through an agent
  - a. Operated, conducted, engaged in and/or carried on a business venture in the State of Florida, and in particular Miami-Dade County, Florida;
  - b. Engaged in substantial business activity in the State of Florida, and in particular in Miami-Dade County, Florida;
  - c. Operated vessels and provided vessels for cruises in the water of this state; and
  - d. Committed one or more acts as set forth in Florida Statute Section 48.08 (1), 48.181, and 48.193, which submit Defendants to jurisdiction and venue of this Court.

7. At all times material hereto, Defendants owned and/or operated and/or managed and/or controlled the M/V Brilliance of the Seas, and employed and/or controlled the crew of the cruise ship, in navigable waters.

8. On or about June 28 , 2005, Plaintiff boarded Defendants' cruise ship, the M/V Brilliance of the Seas, with her beloved husband, George Allen Smith IV, with the intention of enjoying a honeymoon cruise, following their wedding on June 25, 2005.

9. At all material times, Plaintiff and her husband, George Allen Smith IV, were passengers aboard the M/V Brilliance of the Seas.

(10) Over the course of the years preceding Plaintiff's cruise, there have been hundreds of crimes committed against passengers on Defendants' cruise ships, including the M/V Brilliance of the Seas. There have also been many incidents of "missing" passengers and crew members who have "disappeared" from Defendants' cruise ships,

including the M/V Brilliance of the Seas, under suspicious circumstances. The last such "missing person" from the Brilliance of the Seas, before the cruise in question, occurred in October 2004 when a young man disappeared over the railing of the cruise ship following an argument with another man on the ship. This incident was not timely reported or investigated, and Defendants summarily dismissed the incident as a "suicide."

11. Defendants know that these incidents are due to a number of factors, including inadequate security, and a shipboard environment where few rules or regulations exist to prevent physical violence and even fewer rules are taken seriously and/or actually enforced by the cruise ship's crew members.

12. Defendants knows that it has an inadequate number of experienced and properly trained security guards on its cruise ships, including the M/V Brilliance of the Seas. Defendants typically do not have any security guards patrolling the cruise ship during the day, and it uses as few as two (2) security guards, often with no prior security experience, to patrol the entire ship at night.

13. Defendants also know that there are many incidents of physical violence, assaults and battery, and sexual assaults and battery which occur on Defendants' cruise ships, including the M/V Brilliance of the Seas. These incidents of violence are caused, in part, by the large amount of alcohol which Defendants sell and serve to the passengers in the various bars, lounges, and discos, and the lack of adequate security on the cruise ship.

14. At all material times, Defendants employed several hundred bartenders, waiters, and servers, on the cruise ship. These crew members, who work primarily on tips,

are responsible for pushing the sale of alcohol to passengers. However, Defendants employ as few as seven or eight security guards on the cruise ship. Only two or three guards are actually on duty at critical times in the early morning hours when the bars, lounges, and discos are closing and there are numerous intoxicated passengers attempting to return to their passenger cabins.

(15) Since Defendant's inception in 1969, there has never been a single successful criminal prosecution of an individual who has committed a crime involving murder, physical violence, assault and battery, or sexual assault and battery of a passenger on any of Defendants' cruise ships, including the M/V Brilliance of the Seas. In each incident of a "missing" passenger or crew member, Defendants conclude that the disappearance was either a "suicide" or an "accident" due to alcohol.

(16) This lack of justice is a result of Defendants' efforts to conceal and/or mischaracterize the crimes and destroy relevant evidence on the cruise ships before U.S. law enforcement personnel are permitted an opportunity to investigate the crimes.

17. Prior to boarding the M/V Brilliance of the Seas, Plaintiff and her husband, George Allen Smith IV, had no knowledge of the inadequate security, or the high rate of crimes and physical violence, or the fact that no one has ever been convicted of a crime on any of Defendants' cruise ships in the history of the cruise line.

18. At all material times, Defendants had a duty to use reasonable care for the personal safety and security of the passengers, including Plaintiff and her husband, George Allen Smith IV, during the cruise. Defendants' duty to use reasonable care included the

obligation to protect the passengers when they become impaired and/or disabled due to alcohol consumed in the cruise ship's bars and lounges. See, Hall v. Royal Caribbean Cruises, Ltd., \_\_\_\_ So.2d \_\_\_\_ (Fla. 3<sup>rd</sup> DCA 2004).

19. During the evening of July 4, 2005, and the early morning hours of July 5, 2005, Plaintiff and her husband, George Allen Smith IV, as well as other passengers, became intoxicated due to alcohol sold and/or served and/or permitted to be consumed by Defendants. Defendants permitted and encouraged the passengers to drink alcohol which was not sold or served on the cruise ship by providing them with "shot glasses." Defendants' crew members also mingled and consumed alcohol with the passengers. Defendants sold and encouraged George Allen Smith IV to consume alcohol even though he was in an obvious state of intoxication and physical impairment.

20. Defendants' rules and regulations require the cruise ship's crew members to contact the Bridge Officer if they observe a passenger to be intoxicated and incapacitated. In turn, the Security Officer or a member of the security staff should escort the passenger to the medical infirmary on the cruise ship.

21. Rather than contacting the Bridge Officer or the Security Officer, Defendants permitted and encouraged George Allen Smith IV to become incapacitated due to alcohol consumed in the cruise ship's casino and disco. Defendants did not provide any assistance or security to George Allen Smith IV when he was in this obvious state of intoxication and impairment.



22. Defendants permitted four other passengers, some of who had been the subject of passenger and/or crew complaints during the cruise, to remove George Allen Smith IV from the disco and walk him back to his cabin and enter the cabin when he was in a weakened and vulnerable condition.

23. On or about 4:05 a.m. on July 5, 2005, a passenger adjacent to the cabin of George Smith, Deputy Police Chief Clete Hyman, contacted Defendants and complained of loud noises coming the cabin. Defendants did not promptly send security personnel to the cabin.

24. After making the complaint to Defendants, Clete Hyman heard continued noises as well as persons arguing out on the balcony of the cabin. He also heard more loud noises moving between the cabin and the balcony, which he described as sounding like furniture being moved around. Eventually, Clete Hyman heard what he described as a "horrific thud."

25. During this time period, passengers on the other side of the cabin, Greg Lawyer and Pat Lawyer, heard noises consistent with violence. They heard sounds similar to loud "shuffles, thuds, and bangs" against the wall, as well as a "big thud" which they described as sounding like someone throwing a sofa against the wall of the cabin.

26. Due to the inadequate number of security guards on duty, Defendants did not respond to Clete Hyman's complaint until 4:30 a.m., approximately twenty-five minutes after the first complaint at 4:05 a.m. When the security guards finally arrived, they

observed who they described as "teens just leaving the vicinity," which was documented in the vessel's logs.

27. Defendants' delay in responding to the first complaint permitted the situation in the cabin to escalate from "partying" to an argument, physical violence, and eventually a "horrific/big thud."

28. After Defendants' security personnel finally arrived at 4:30 a.m., Greg Lawyer told the security guards to go into the cabin because he believed that the cabin was "trashed." Defendants' security personnel refused to enter the cabin and left.

29. At this time, George Allen Smith IV had already received grievous injuries which, upon information and belief, he suffered between the time of the first complaint by Clete Hyman at 4:05 a.m. and the second complaint by Greg Lawyer and Pat Lawyer at 4:30 a.m.

30. Shortly after 4:30 a.m., Defendants' security personnel responded to a complaint by a cleaner who found Plaintiff unconscious several hundred feet away from her cabin and on the other side of the cruise ship.

31. Defendants' policies and procedures require that whenever a passenger is found unconscious in a public location of the ship, the passenger is to be taken to the ship infirmary for medical evaluation. The passenger's spouse and/or guardian must also be contacted in order for consent to be obtained for the passenger to receive medical attention.

32. Defendants initially looked for George Allen Smith IV in his cabin, but did not locate him after a cursory look into the cabin. Defendants decided not to take Plaintiff

to the ship infirmary or conduct a search of the ship to locate George Allen Smith IV. Defendants placed Plaintiff in a wheelchair because she was unable to walk. Notwithstanding two complaints from different passengers about noise, arguments, and violent sounds from the cabin, coupled with the discovery of Plaintiff being found unconscious on the other side of the cruise ship, Defendants simply wheeled Plaintiff into the cabin, placed her in bed, turned the light off, and left.

33. As a direct and proximate result of Defendants' negligence, gross negligence, indifference, and wrongful conduct, George Allen Smith IV received grievous injuries directly leading to his death.

34. A substantial amount of blood, serum, tissue, hair, and other forensic evidence existed on various areas of the cruise ship, such as on the canopy and in the cabin, bathroom, and balcony, all of which was relevant to the death of George Allen Smith IV.

35. The following morning when the cruise ship arrived in Kusadasi, Turkey, several passengers observed the large amount of blood on the canopy below the cabin of George Allen Smith IV's cabin and reported this to Defendants. Defendants' Chief Officer observed the bloody canopy and then entered the cabin of George Allen Smith. The Chief Officer observed what she described as blood in the bathroom and cabin, marks on the balcony window, and overturned furniture on the balcony.

36. Defendants had a duty to preserve this evidence, and to not permit the evidence to be lost, altered, damaged, or destroyed. Alternatively, Defendants did not have an affirmative duty to preserve the evidence but voluntarily assumed, undertook, and

commenced the performance of the duty to preserve the evidence and was thereby obligated to act in a prudent and reasonable manner.

37. Defendants represent that it has established procedures to investigate, report, and refer incidents of onboard crime to appropriate law enforcement authorities, including the Federal Bureau of Investigations ("FBI") and the U.S. Coast Guard Investigative Services which, by statute, are tasked with investigating and prosecuting incidents involving Americans outside U.S. waters.

38. Defendants failed to secure these potential crime scenes. Numerous crew members entered and exited the cabin on July 5, 2005, before any effort was made to attempt to secure the cabin. The Master, Staff Captain, Security Officer, Chief Officer, Guest Relations Officer, assistant to the Guest Relations Officer, among other individuals, went into and out of the cabin and contaminated the scene. Defendants took a limited number of photographs, which were of extremely poor quality, and which required the crew member taking the photographs to walk around the cabin and further contaminate the potential crime scene. Defendants caused and permitted valuable evidence in the potential crime scene to become altered, lost and/or destroyed.

39. Defendants failed to timely report accurate information to the FBI about the potential crime. Instead, Defendants' risk management department erroneously reported only that there was "the possibility of a missing guest." Defendants did not inform the FBI that there was arguing and sounds consistent with physical violence heard in the cabin and balcony, that there was a substantial amount of blood on the canopy and blood and other

evidence in the cabin and bathroom, or that the wife of the "missing passenger" was found unconscious on the ship at about the same time that her husband disappeared.

40. Instead of preserving the potential crime scenes for inspection and analysis by the FBI and other U.S. agencies, Defendants permitted local authorities from the port in Kusadasi, Turkey to conduct a very limited inspection of the cabin and canopy and to interview a few passengers and crew member, all of which took less than two (2) hours. This limited amount of time made it impossible to conduct an appropriate analysis of the potential crime scenes. The Turkish authorities did not collect a substantial amount of evidence from the cabin, including certain carpeting, bed sheets, bed covers, blanket, pillows, pillow cases, towels, tissue paper, pieces of paper, bottles, glasses, and plastic bags.

41. The local authorities also took a very limited number of statements and did not interview two of the last four men seen with George Allen Smith IV. The local authorities also failed to interview the passengers in the adjacent cabins; nor did they inspect the cabins of the four men last seen with George Allen Smith IV.

42. Defendants made a decision to wash off the blood and other evidence from the canopy without first requesting permission to do so from the FBI or other U. S. law enforcement authorities, which it acknowledged are tasked with investigating and prosecuting incidents involving Americans outside U.S. waters.

43. Defendants also permitted crew members and other individuals to again enter the cabin of George Allen Smith IV and to open all of the doors and drawers therein

and remove all of the personal items of George Allen Smith IV which were stuffed in suitcases and plastic bags and removed from the cruise ship.

44. Defendants' actions in destroying the blood and serum and other evidence on the canopy and in removing all of the personal effects of the cabin resulted in substantial evidence being destroyed and lost, before the FBI had a clear understanding regarding the true circumstances surrounding George Allen Smith IV's death.

45. Defendants flew its defense trial lawyers to one of the next ports and permitted the lawyers to enter the cabin of George Allen Smith IV before the cruise ended. Defendants' trial lawyers contacted passengers and crew members before any law enforcement authorities had interviewed most these individuals.

46. Defendants thoroughly cleaned the cabin, vacuumed the carpet, and dusted and polished all of the surfaces in the cabin before the cruise ended. These actions were done to protect Defendants' interests, and to cover up any remaining evidence.

47. The Master of the cruise ship prepared an official report which he sent to the Bahamian Maritime Authority, which summarily dismissed all evidence of foul play and concluded that George Allen Smith simply fell overboard because he was intoxicated.

48. As a result of these actions, Defendants intentionally and maliciously caused and permitted relevant evidence to be lost, altered, damaged, or destroyed, and it engaged in conduct designed to falsely characterize George Allen Smith IV's death as just an accident.

49. Defendants' failure to preserve the evidence has significantly impaired Plaintiffs' ability to prove potential causes of action against Defendants and third parties, and had interfered with the efforts of the U.S. law enforcement authorities, including the FBI, and the U.S. Department of Justice, to successfully investigate this potential crime and bring the individual(s) responsible for George Allen Smith IV's death to justice.

**COUNT I**  
**WRONGFUL DEATH**

50. Plaintiffs re-adopt and re-allege paragraphs 1 through 49 as if fully set forth herein, and further allege:

51. This is an action for wrongful death against Defendants under 46 U.S.C. 761 et seq., commonly known as the Death On The High Seas Act ("DOHSA") brought by Plaintiff, JENNIFER HAGEL SMITH for her benefit as the wife of George Smith, and the benefit of George Allen Smith IVIII and MAUREEN SMITH as the parents of George Smith.

52. Defendants breached the duty to exercise reasonable care for the safety of its passenger, George Smith, and was negligent in one or more of the following respects:

- a. By failing to provide an adequate number of supervisory personnel aboard the vessel;
- b. By hiring inexperienced or non-experienced security personnel;
- c. By not assigning any security personnel to the casinos, bars, and discos where it is known that passengers will consume excessive amounts of alcohol;

- d. By permitting its crew members to mingle and drink alcohol with the passengers in the casinos, bars, and discos on the cruise ships;
- e. By not assigning security personnel to the areas outside of the bars and discos and the hallways leading back to the passenger cabins when it is known that passengers are at risk of being victims of crime;
- f. By not performing any security checks of the premises or, alternatively, conducting inadequate and amateurish security checks;
- g. By selling and/or serving and/or permitting and/or encouraging the consumption of an excessive amount of alcohol in its bars, casinos, and discos on the cruise ship;
- h. By making the sale of alcohol a top priority on the cruise ship by hiring hundreds of bartenders, waiters and servers who work on tips and are trained to push the sale of alcohol in order to ratchet up on-board revenues, while simultaneously hiring only a few, and largely inexperienced, security personnel;
- i. By failing to have an adequate system in effect to protect passengers who are intoxicated and are in a weakened and vulnerable condition;
- j. By failing to create reasonable rules and regulations to protect passengers on its cruise ships and/or failing to follow its own rules and regulations;
- k. By failing to equip the vessel with video and security monitoring systems of public areas of the cruise ship, including passenger hallways;
- l. By failing to require that the existing security cameras be actually monitored by security personnel;
- m. By failing to adequately warn passengers aboard Defendants' vessels that there are real and significant dangers aboard the vessel;
- n. By deliberately creating an environment whereby passengers are deceived into believing that they are in a safe and friendly "family" environment where it is safe to interact with other passengers and crew members when,



in reality, passengers are at risk of being targeted and attacked on the cruise ship;

- o. By failing to adequately train its employees;
- p. By failing to adequately supervise its employees;
- q. By covering up prior incidents of "missing" passengers and crew members and other incidents of shipboard crime aboard Defendants' vessels, thereby preventing the public from gaining knowledge regarding potential dangers aboard Defendants' vessels;
- r. By failing to investigate similar incidents on its vessels;
- s. By failing to implement policies or procedures to accurately track prior incidents of crime so that the environment which permits and encourages such behavior can be identified and eliminated and/or passengers could be warned of the dangers posed to their personal safety;
- t. By concealing, suppressing, and mis-characterizing information involving prior incidents where passengers are victimized aboard Defendants' vessels;
- u. By failing to collect evidence and by affirmatively engaging in the spoliation of evidence;
- v. By protecting Defendants' business interests and media image at the expense of the passengers and other members of the public who are victims of shipboard crime; and
- w. By other acts of wrongdoing or intentional conduct which will be revealed in discovery and proven at trial.

53. As a direct and proximate result of Defendants' negligence and wrongful conduct, George Smith, received grievous injuries directly leading to his death.

54. JENNIFER HAGEL SMITH, GEORGE SMITH III, and MAUREEN SMITH are legally entitled to receive fair and just compensation for their pecuniary losses, including loss of support, loss of services, and loss of inheritance which is to be apportioned among them in proportion to the loss they have severally suffered by reason of the wrongful death of George Smith.

WHEREFORE, Plaintiff, JENNIFER HAGEL SMITH, demands judgment on behalf of Plaintiff, GEORGE SMITH III and MAUREEN SMITH, against Defendants for pecuniary damages pursuant to 46 U.S.C. 761 et seq., commonly known as the Death On The High Seas Act ("DOHSA"), including costs, interest, and other relief deemed appropriate by the Court, attorney fees where permitted by rule or statute, and trial by jury of all issues so triable.

## COUNT II

### SPOILIATION OF EVIDENCE

55. Plaintiff adopt and re-allege paragraphs 1 through 49 above as if fully set forth herein, and further allege:

56. While a passenger on Defendants' cruise ship, George Allen Smith IV received grievous injuries directly leading to his death.

57. The circumstances surrounding the death of George Allen Smith IV were such that a reasonable person would quickly realize that his death was probably the result of foul play and probably involved a crime.

58. Following George Smith's death, a substantial amount of blood, serum, tissue, hair, and other forensic evidence existed on various areas of the cruise ship, such as on the canopy and in the cabin, bathroom, and balcony.

59. Defendants had a duty to preserve this evidence, and to not permit the evidence to be lost, altered, damaged, or destroyed.

60. Alternatively, Defendants did not have an affirmative duty to preserve the evidence but voluntarily assumed, undertook, and commenced the performance of the duty to preserve the evidence and was thereby obligated to act in a prudent and reasonable manner.

61. Plaintiffs had potential causes of action against Defendants and third parties for the wrongful death of George Allen Smith IV. The evidence on the canopy and in the cabin and other locations on the cruise ship were directly relevant to these causes of action. Plaintiff had a right to have this evidence preserved, inspected and retained by competent and experienced investigators, experts, and forensic scientists.

62. Defendants intentionally and maliciously caused and permitted this relevant evidence to be lost, altered, damaged, or destroyed.

63. Defendants' failure to preserve the evidence has significantly impaired Plaintiffs' ability to prove potential causes of action against Defendants and third parties, and had interfered with the efforts of the U.S. law enforcement authorities, including the FBI, and the U.S. Department of Justice, to successfully investigate this potential crime and bring the individual(s) responsible for George Allen Smith IV's death to justice.

64. As a direct and proximate result of Defendants' breach of the foregoing legal duty to preserve evidence, Plaintiffs incurred damages, including the inability to prove a case for wrongful death against Defendants and/or the third parties responsible for George Allen Smith IV's death.

WHEREFORE, Plaintiff, JENNIFER HAGEL SMITH, demands judgment on behalf of Plaintiff, GEORGE SMITH III and MAUREEN SMITH, against Defendants for spoliation of evidence, including costs, interest, and other relief deemed appropriate by the Court, attorney fees where permitted by rule or statute, and trial by jury of all issues so triable.

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

DEFAMATION

(Pending)

**DEMAND FOR JURY TRIAL**

Plaintiff demands trial by jury on all issues triable by jury.

DATED this \_\_\_\_\_ day of June, 2006.

WALKER & O'NEILL, P.A.  
Attorneys for Plaintiff  
Suite 1602  
9155 South Dadeland Boulevard  
Miami, Florida 33156  
Telephone: (305) 995-5300  
Facsimile: (305) 995-5310

By: \_\_\_\_\_  
JAMES M. WALKER  
Florida Bar No. 755990

07/06/2008 15:58 FAX 305 381 8888

MCINTOSH SAWRAN PELTZ

003

**SETTLEMENT AGREEMENT**

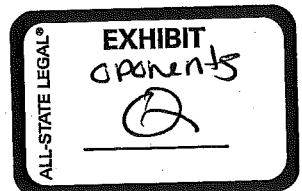
WHEREAS, JENNIFER HAGEL SMITH, individually and as Personal Representative of the Estate of George Smith and ROYAL CARIBBEAN CRUISES LTD., have reached an amicable resolution of all issues and matters between them to their full and complete satisfaction, the parties hereby agree as follows:

1. Following the approval of this Agreement by the Connecticut Probate Court, ROYAL CARIBBEAN CRUISES LTD. will meet with JENNIFER HAGEL SMITH and/or her counsel and answer all factual questions concerning the factual information obtained during their investigation into the disappearance of her husband as more fully described in paragraph number 7 below.

2. JENNIFER HAGEL SMITH will start a charitable foundation in the memory of her husband and will make an initial donation to this foundation in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). ROYAL CARIBBEAN will make a matching donation in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). It is JENNIFER HAGEL SMITH's intention to make additional contributions to this foundation, and ROYAL CARIBBEAN will consider future donations as well.

3. ROYAL CARIBBEAN CRUISES LTD., ROYAL CARIBBEAN INTERNATIONAL and RCL (UK) Ltd. [hereinafter referred to as RCL] will pay JENNIFER HAGEL SMITH the sum of Nine Hundred and Fifty Thousand Dollars (\$950,000.00) to settle all claims which she has as more fully described in paragraph 5 below.

4. This agreement is subject to the approval of the Connecticut Probate Court. JENNIFER HAGEL SMITH shall utilize reasonable, good faith efforts to obtain such approval. In the event that the Probate Court refuses to approve this settlement, it is agreed between the parties that this settlement agreement shall be null and void and the agreements contained therein shall no longer be binding on either party. If the Probate Court rejects this settlement, RCL agrees to extend the one (1) year time bar provision contained in the ticket of passage as to JENNIFER HAGEL SMITH as to her personal claims and as Personal Representative to the claims of the Estate of George Smith, until 30 days after the final disposition by the Connecticut courts of her motion to approve settlement, including any appeal proceedings.



07/08/2008 18:55 FAX 305 381 8889

MCINTOSH SAWRAN PELTZ

004

5. In consideration of the foregoing, JENNIFER HAGEL SMITH, individually, as a beneficiary and survivor and Personal Representative of the Estate of GEORGE SMITH does forever release and discharge ROYAL CARIBBEAN CRUISES LTD., ROYAL CARIBBEAN INTERNATIONAL, RCL (UK) Ltd., and all successor and predecessor corporations, as well as all of their subsidiaries, affiliates, concessionaires, agents, attorneys, media representatives and employees, as well as their several vessels, and in particular the "Brilliance of the Seas" and its owners, operators, agents, charterers, concessionaires, masters, officers, physicians, nurses and crew, in addition to all companies or entities providing insurance or protection and indemnity to the foregoing, including United Kingdom Mutual Steamship Assurance Association (Bermuda) from any and all actions, causes of action, claims, past and future damages, and any other compensation of any nature, arising under the laws of any country, jurisdiction or state, including but not limited to the United States maritime law, Connecticut law and Florida law, on account of, or in any way growing out of, any and all known or unknown injuries, damages, claims or losses of any nature in both the past and the future sustained by JENNIFER HAGEL SMITH, individually, and as a beneficiary and survivor and as the Personal Representative of the Estate of GEORGE SMITH, deceased from any matter whatsoever from the beginning of the world to the date of these presents, including but not limited to the disappearance of her husband George Smith on or about July 5, 2005 aboard the "Brilliance of the Seas" and all subsequent events, media statements and appearances and other matters of any nature.

6. In consideration of the foregoing, RCL does forever release and discharge JENNIFER HAGEL SMITH, individually, as a beneficiary and survivor and Personal Representative of the Estate of GEORGE SMITH and her agents, attorneys, media representatives and employees, from any and all actions, causes of action, claims, past and future damages, and any other compensation of any nature, arising under the laws of any country, jurisdiction or state, including but not limited to the United States maritime law, Connecticut law and Florida law, on account of, or in any way growing out of, the disappearance of her husband George Smith on or about July 5, 2005 aboard the "Brilliance of the Seas" and all subsequent events, media statements and appearances and other matters of any nature.

7. Following the approval of this agreement by the Connecticut Probate Court, representatives of RCL will meet with JENNIFER HAGEL SMITH and/or her

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MCINTOSH SAWRAN PELTZ

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attorney and in good faith answer all factual questions concerning the factual information obtained during their investigation into the disappearance of George Smith and to further provide for review of copies of all relevant ship's logs; videotapes; security reports; Guest Services Logs; Pursers Logs; Bridge Logs; security logs; radio logs; locklink records; room service receipts and orders; Sea Pass records; photographs; phone records; communications with Turkish police; Turkish police records; any noise complaint records; medical records; communications with Greek Coast Guard; supercharge records; documents found in the Smith cabin; reports to the Bahamian authorities; spa records; notices and letters to law enforcement agencies and governments and relevant signed or recorded witness statements. This disclosure shall not include any correspondence between the RCL and its attorneys or other agents or any notes made by RCL's attorneys. It is an express and central condition of this disclosure that the materials, documents and information produced are not to be released or shared with any individual or person, but are for the exclusive, information and use of JENNIFER HAGEL SMITH individually. In the event that the decedent's parents, George and Maureen Smith and sister, Bree Smith, enter into a written settlement of claims with RCL, RCL agrees that as part of the consideration for the agreement, RCL will make the same information and documents available to George and Maureen Smith and Bree Smith under the same terms and conditions as applicable to JENNIFER HAGEL SMITH, and her attorneys and experts. JENNIFER HAGEL SMITH may release the information to her private investigator, forensic experts or other similar investigative entity for the purpose of determining the cause of George Smith's disappearance but only upon the execution of a confidentiality agreement by such persons. All information released to her private investigator, forensic experts or other similar investigative entity will remain confidential and may only be released to the FBI. JENNIFER HAGEL SMITH will instruct her attorneys to abide by the terms of this agreement.

8. Jennifer Hagel Smith specifically agrees to satisfy and assumes all responsibility and liability to pay, and/or satisfy all medical, or other health care bills, if any, incurred in the past or to be incurred in the future from all hospitals, doctors, psychiatrists or therapists as well as all liens asserted by any other provider of benefits that has paid or is obligated to pay any and all benefits to the undersigned as the result of any injury or damage to JENNIFER HAGEL SMITH, individually.

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9. Each party agrees to indemnify and hold harmless the other party from all costs, claims, damages, interest and attorneys fees, except the sums above mentioned, that they may hereafter be compelled to pay because of any breach of this agreement by the other party, including but not limited to the attempt to reassert any of the claims discharged by this release or failure to perform as required herein.

10. Concurrently, with the disbursement of the settlement amount set forth in paragraph 3, RCL, in addition agrees to reimburse JENNIFER HAGEL SMITH for her legal costs, not to exceed the One Hundred Thousand Dollars (\$100,000.00)

11. It is further understood and agreed that this settlement is the compromise of a disputed claim, and that this payment is not to be construed as an admission of liability on the part of the persons, firms, corporations and companies hereby released, by whom liability is expressly denied.

12. I further state that I have carefully read the foregoing Release and Indemnity Agreement and know the contents thereof, and I sign the same as my own free act.

IN WITNESS WHEREOF, we have hereunto set my hand and seal this 11<sup>th</sup> day of July, 2006.

In the presence of:

**I HAVE READ THIS SETTLEMENT AGREEMENT.**

Erkes Sluudi  
Witness

Jennifer Hagel Smith (Seal)  
**JENNIFER HAGEL SMITH,**  
Individually, as a survivor and beneficiary  
of the Estate of **GEORGE SMITH** and as  
Personal Representative of the Estate of  
George Alan Smith, **III** Deceased

**IV**  
*JW*



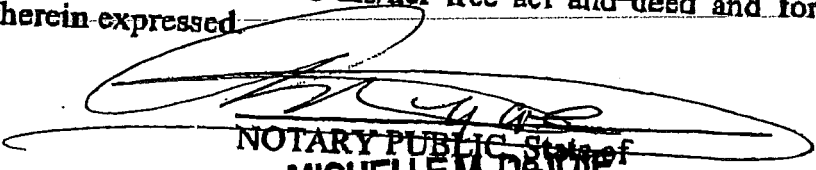
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MCINTOSH SAWAN FELTZ

007

STATE OF MASSACHUSETTS )  
 ) SS.  
COUNTY OF SUFFOLK )

On the 11<sup>th</sup> day of July, 2006, the date of the execution of the release set forth above, before me personally came said claimant known to me to be the individual described in and who executed this document, and acknowledged that he/she fully understood its contents and that it was a release of any and all claims which arose or which may arise out of the subject accident described above and that he/she duly executed this release as his/her free act and deed and for the sole consideration therein expressed.



NOTARY PUBLIC ~~State of~~  
**MICHELLE M. DEJURE**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES NOV 8, 2007

My Commission Expires:

Print Notary Name

Jennifer Hagel only

07/06/2008 15:58 FAX 305 381 8889

MCINTOSH SANRAN PELTZ

008

In the presence of:

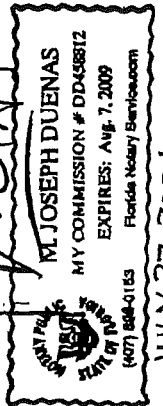
I HAVE READ THIS SETTLEMENT AGREEMENT.

*[Handwritten signature]*

Witness

*[Handwritten signature]* (Seal)

On behalf of and for ROYAL CARIBBEAN CRUISES LTD.



JULY 27, 2006 FOR LYNN WHITE

STATE OF

COUNTY OF

)  
) SS.  
)

On the 11<sup>th</sup> day of July, 2006, the date of the execution of the release set forth above, before me personally came said claimant known to me to be the individual described in and who executed this document, and acknowledged that he/she fully understood its contents and that it was a release of any and all claims which arose or which may arise out of the subject accident described above and that he/she duly executed this release as his/her free act and deed and for the sole consideration therein expressed.

*[Handwritten signature]*

NOTARY PUBLIC, State of  
MICHELLE M. DeJOIE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES NOV 8, 2007

My Commission Expires:

Print Notary Name  
*Jennifer C Hagel only*

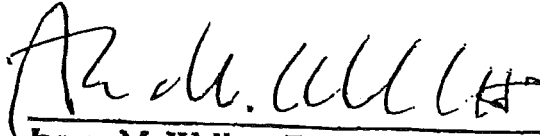
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MCINTOSH SAWRAN FELTZ

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**Attorney Confirmation**

I hereby agree to comply with confidentiality provisions contained in paragraph 7 of the Settlement Agreement. I further instruct members of my law firm, my employees and agents to comply with the confidentiality provisions contained in paragraph 7 of the Settlement Agreement.



James M. Walker, Esq.

Walker & O'Neil, P.A.

Attorneys for Jennifer Hagel Smith



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# Royal Caribbean and Jennifer Hagel Smith Reach Settlement

Last Update: 8:13 PM ET Jun 29, 2006

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MIAMI, June 29, 2006 /PRNewswire-FirstCall via COMTEX/ — Royal Caribbean International and Jennifer Hagel Smith have reached an agreement settling any potential claims regarding the death of her husband George Smith IV. The company entered into this agreement to provide closure and move forward.

The terms of the settlement are subject to approval by a Connecticut probate court. Royal Caribbean will continue in its good faith efforts to ensure Ms. Hagel Smith has access to all information regarding her husband's disappearance.

"We have done our best to assist Jennifer through the tragic events involving the disappearance of her husband," said Adam Goldstein, president of Royal Caribbean International. "She has handled herself well under the most trying of circumstances and we applaud her constructive approach to resolving this matter — so much so that our company will also match a contribution by Ms. Hagel Smith to a charity of her choosing. We believe this agreement will help Jennifer to move forward in her life, while honoring the memory of her beloved husband."

"This has been the most difficult and challenging year of my life," said Ms. Hagel Smith. "I will always love George and cherish our time together. I feel blessed to have such a strong network of loyal family, friends and supporters who have provided me with such tremendous strength and encouragement. They have walked and sometimes carried me through this heartbreaking time. I am forever grateful. My discussions with Royal Caribbean have been very open, as well as extremely productive and informative. This journey has always been a matter of principle for me, and I know that George would be proud of what has been accomplished thus far, in good faith, as we continue to seek answers. I appreciate Royal Caribbean's cooperation, sincerity and efforts moving forward, which I believe will play a major role in helping all of us find closure. The memory of George will always live on in my heart, that of our families and everyone who knew him."

SOURCE Royal Caribbean International

Michael Sheehan of Royal Caribbean International, +1-305-539-6570 <http://www.prnewswire.com> Copyright (C) 2006 PR Newswire. All rights reserved. As of Sunday, 06-25-2006 23:59, the latest Comtex SmartTrend(SM) Alert, an automated pattern recognition system, indicated a DOWNTREND on 06-13-2006 for RCL @ \$35.70. For more information on Comtex SmartTrend® Alert, contact your market data provider or go to [CSTADirect.com](http://CSTADirect.com) SmartTrend is a registered trademark of Comtex News Network, Inc. Copyright © 2004-2006 Comtex News Network, Inc. All rights reserved.



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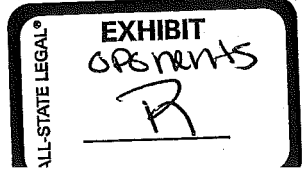
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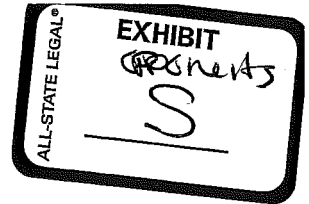
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LAW OFFICES OF  
**RIVKIND PEDRAZA & MARGULIES, P.A.**

66 WEST FLAGLER STREET, SUITE 600  
MIAMI, FLORIDA 33130



BRETT RIVKIND  
GEORGE PEDRAZA, OF COUNSEL  
BRUCE MARGULIES

TELEPHONE: (305) 374-0565  
FACSIMILE: (305) 539-8341  
SEAINJURY@RIVKINDLAW.COM

June 19, 2006

Via Facsimile & U.S. Regular Mail  
(305) 995-5310

James Walker, Esq.  
Walker & O'Neil, P.A.  
Dadeland Centre  
9155 South Dadeland Boulevard  
Miami, Florida 33156

Re: George A. Smith IV

Dear Mr. Walker:

As you know, the deadline for filing suit in the Smith matter is rapidly approaching. We are in a tough position since you are the attorney for the Estate, which includes my clients, and yet our clients do not communicate for reasons known to both of us.

I have been waiting to meet with you for several weeks. You were going to forward to me certain research regarding the Athens convention to see if there was an exception to it we may be able to claim, so that we could properly advise our clients about settlement values.

We also needed to discuss strategy, how we would plead certain counts if we are filing together, as well as discuss other strategy, which includes handling press matters.

You have gone awol on me. I have not had the decency of a return call. You never kept the meetings you suggested, never sent me anything, and only have sent sporadic, cryptic messages to me.

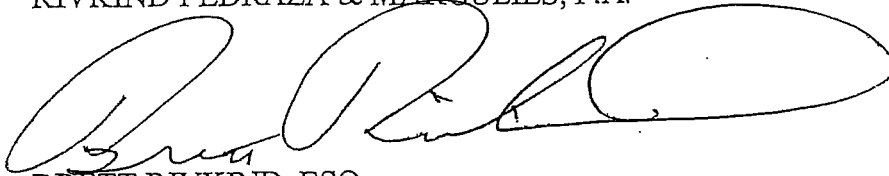
I have left you messages.

This letter is yet another request that we meet immediately to discuss necessary matters. I have to advise the Smith family why the representative of the Estate is not cooperating with me, especially in view of the upcoming suit deadline.

I look forward to your response.

Very truly yours,

RIVKIND PEDRAZA & MARGULIES, P.A.

A large, stylized handwritten signature in black ink, appearing to read "Brett Rivkind". The signature is written in a cursive, flowing style with large loops and a long horizontal stroke at the end.

BRETT RIVKIND, ESQ.

BR:lg

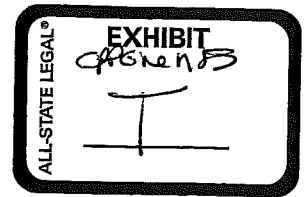
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**RIVKIND PEDRAZA & MARGULIES PA**

66 WEST FLAGLER STREET, SUITE 600  
MIAMI, FLORIDA 33130



**BRETT RIVKIND**  
**GEORGE PEDRAZA, OF COUNSEL**  
**BRUCE MARGULIES**

TELEPHONE: (305) 374-0565  
FACSIMILE: (305) 539-8341  
SEAINJURY@RIVKINDLAW.COM

June 19, 2006

Via Facsimile & U.S. Regular Mail  
(305) 995-5310

James Walker, Esq.  
Walker & O'Neil, P.A.  
Dadeland Centre  
9155 South Dadeland Boulevard  
Miami, Florida 33156

Re: George A. Smith IV

Dear Jim:

The problem with a five page, Bob Peltz like letter, such as your letter of June 19, 2006, is it requires a response.

First point, regarding the filing of the lawsuit, we talked about this several weeks ago. As usual, you told me you would be delivering a copy of the lawsuit weeks ago for my review. We also had a time scheduled to meet to discuss the lawsuit. We even discussed having drinks afterwards. I never heard from you again after that. I made several calls, sent several emails. No response.

Regarding our clients not communicating, the content and tone of your letter suggests a conflict of interest in having your client proceed forward as Personal Representative? I am not sure the purpose of your self-serving statements about Jennifer's efforts to communicate with the Smiths, but they are in a sense very misleading, and again require me to respond to them. You mention in the letter several negative statements made about Jennifer by potential suspects, as well as other negative publicity about Jennifer that has developed over time. What you failed to mention is that the negative statements and publicity, which have been from the very beginning, have been about actions on the part of Jennifer that were; to say the least, not appropriate during her honeymoon. The negative publicity, as well as negative statements, also in a sense suggested that Jennifer's actions may in some way have contributed to what occurred to George. With all that said, it is not surprising that the Smith family have had difficulty communicating



with Jennifer with open arms. This is despite the fact that the Smiths had open arms for Jennifer for the first several months after George's death, welcoming her into their home. However, due to Jennifer's actions when staying with the Smith family, as well as the other matters that came out about the events which occurred onboard the ship, the Smith's feelings were it was too difficult maintain such close contact with Jennifer.

Regarding your statements about Jennifer's efforts in setting up a reward, hiring a forensic expert, and an investigator, all in attempt to get to the bottom of what occurred to George, as well as efforts to communicate with the Smith family, again I feel it necessary to respond. We all know that the Smith family spoke out about George publicly first. Jennifer remained quite for several months, and for a significant time after the Smith family did go public. We all know that Jennifer was getting attacked in the media, and had a severe public image problem, to the point a public image consultant was hired by you. The setting up of a \$100,000.00 reward, while on the face a great idea, is somewhat of a facade. The \$100,000.00 reward is restricted to the proceeds coming out of the Estate of George A. Smith IV, which we all know has zero dollars in it at this time, or very little money in it. The Smith family also are one third of the Estate.

As to hiring the forensic expert, Dr. Henry Lee, we all know it was a great idea for publicity and public relations. However, as Dr. Lee has indicated, getting him involved so late in the game likely will result in very little contributions on his part.

The point is that your letter is suggesting that the Smith family have somehow interfered with the progress of this case, while Jennifer has been trying to take all the appropriate actions. The Smith family of course takes issues with those statements. There is very good reason why the Smith family stopped communicating with Jennifer. You know the reasons. Your letter even acknowledges the negative statements that have surfaced about Jennifer, and the public perception of Jennifer with respect to George's death.

As to communications between our offices, I thought the communications were ongoing, and were good, until the past month or so. I believe there was time when you and I spoke on the telephone two to three times per day. We also seemed to be working together towards a joint filing of lawsuit, and a joint press conference. This comes back to our scheduled last meeting, which never took place, which is also the last time I ever heard from you. It is essential that I speak to you about the filing of the lawsuit for several reasons. The main reason is a decision has to be made by the Smith family whether to seek to pursue claims individually on the basis that they believe there is a conflict of interest in having Jennifer represent the Estate. A decision also has to be made whether a separate lawsuit is going to be filed for the Smith family's individual claims, because I am concerned that the Court will consider that a splitting of the causes of action, requiring the Smith family's individual claims to be filed in the wrongful death case. We also need to discuss the coordinating of discovery request, and discuss strategies to allow us each to have separate discovery requests, as well as the right to each ask questions at depositions. We need to use this to our advantage, which will give us additional interrogatories to serve on the Defendant, and give us additional opportunities to ask questions at depositions. We do not want Peltz to argue that only one party or one lawyer

has the right to ask questions at depositions, and that the limitations on the number of interrogatories should be based upon a single united claim.

We also were going to discuss further efforts to approach the company with settlement talks, in accordance with our client's wishes.

In sum, I am really quite surprised at the fact that you ceased all communications with me so abruptly, without any explanation. You did not even bother to make a single phone call to me. However, you had the time to write a five page letter. I look forward to some sort of an explanation as I do not believe there was any actions on my part which resulted in you deciding not to communicate with me any further. I do not believe that I did anything to upset you or cause you any negative feelings towards me to result in you ceasing communications with my office. Please understand my clients are in communications with me on a daily basis asking me about the filing of the lawsuit. I have advised them that you and I were meeting and preparing the lawsuit together and we had agreed to file it jointly, and to probably do a joint press conference, even if Jennifer did not appear at the press conference. My client keeps pressing me as to the date the lawsuit will be filed and whether I have a draft completed yet for them to review. I had told them that we met several weeks ago and would have them the draft back then; therefore, as of today, they still cannot understand why I have not met with you since and do not have the draft completed. They are getting very concerned about you representing the Estate in a manner consistent with their interests. I had previously communicated to you the Smith family considered filing a motion to remove Jennifer as the Personal Representative because of an apparent conflict of interest. I was able to convince the Smith family to hold off on taking such action because it appeared that we would be able to work together, advancing both of our clients' interest. However, there is some doubt about that at the present time, which we need to discuss.

I look forward to hearing from you.

Very truly yours,

RIVKIND PEDRAZA & MARGULIES, P.A.



BRETT RIVKIND, ESQ.

BR:lg

TRANSMISSION VERIFICATION REPORT

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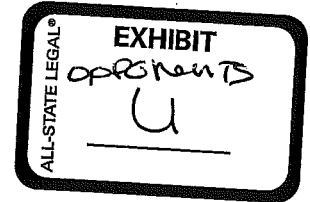
LAW OFFICES OF  
**RIVKIND PEDRAZA & MARGULIES, P.A.**

66 WEST FLAGLER STREET, SUITE 600  
MIAMI, FLORIDA 33130

**COPY**

BRETT RIVKIND  
GEORGE PEDRAZA, OF COUNSEL  
BRUCE MARGULIES

TELEPHONE: (305) 374-0565  
FACSIMILE: (305) 539-8341  
SEAINJURY@RIVKINDLAW.COM



June 26, 2006

Via Facsimile & U.S. Regular Mail  
(305) 995-5310

James Walker, Esq.  
Walker & O'Neil, P.A.  
Dadeland Centre  
9155 South Dadeland Boulevard  
Miami, Florida 33156

Re: George A. Smith IV/Upcoming lawsuit

Dear Jim:

I am glad that we finally spoke.

I reviewed the Complaint. I think the Complaint is very good. I would add the fact that Jennifer, as Personal Representative, is acting on behalf of the Estate also asserting a claim on behalf the Estate. In other words, I think it should read that, in a general sense, Jennifer brings a claim for damages as Personal Representative on behalf of the Estate.

Also, I am emailing you the draft complaint I have prepared for the Smith family. In reviewing my allegations, as well as your allegations, it seems even more likely that the Defendant could argue that they arise out of the same events, and therefore require the claims to be asserted in one lawsuit. I am very concerned about that. After reading your allegations, and comparing them to my allegations, many of them are very similar and overlap each other. We are essentially alleging separate causes of actions arising out of the same series of events, which could be the subject of a Motion to Dismiss an individual lawsuit filed by the Smith family on the basis of splitting causes of action. If we were to include all the claims in one lawsuit, we could then move to sever the individual claims from the Wrongful Death claim, requesting a separate jury trial on the individual claims of the Smith family.

As we discussed, out of an abundance of caution, we prefer to go the route of including all the claims in one lawsuit. This is the exact reason I requested a meeting with you several weeks ago to discuss this, as I had previously mentioned to you the intention of filing one lawsuit, which I previously thought we had agreed to. In fact, you and I discussed how we would proceed with the filing of one lawsuit, how it would work procedurally, and discussed even a joint press conference, which we later decided would not include Jennifer because she did not want to be part of the press conference.

It was only at the last hour that you have first indicated to me a resistance to filing one lawsuit, and having the Smith's family individual claims included in the Wrongful Death Action. It seems to me you too would want to err on the side of caution and include their individual claims in one lawsuit. I do not see much of a downside to having all the claims in one lawsuit, clearly identifying separate counts and clearly indicating that I am the attorney only for those individual claims asserted by the Smith family, and that you are the attorney for the Wrongful Death case, as well as any individual claims brought by Jennifer. We can also confirm this in a written agreement between you and me.


As we discussed, time is of the essence. Please review the draft Complaint I have sent you by separate email, and provide me with your answer no later than early afternoon tomorrow whether you agree to the filing of one lawsuit, which includes not only the Wrongful Death case, but the individual claims of the Smith family.

I look forward to hearing back from you. As we discussed, please, I repeat, do not "disappear" on me at this late stage. We really need to resolve this critical issue of the filing of lawsuit no later than tomorrow afternoon so that we can file this lawsuit this Wednesday, the latest Thursday.

Regards,

Very truly yours,

RIVKIND PEDRAZA & MARGULIES, P.A.



BRETT RIVKIND, ESQ.

BR:lg

TRANSMISSION VERIFICATION REPORT

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NAME : RPM  
FAX : 3055398341  
TEL : 3055398341

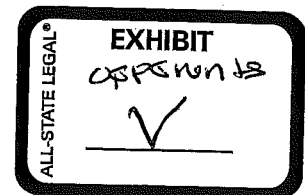
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MODE	STANDARD ECM

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BRUCE MARGULIES

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June 28, 2006

Via Facsimile & U.S. Certified Mail  
(305) 995-5310

James Walker, Esq.  
Walker & O'Neil, P.A.  
Dadeland Centre  
9155 South Dadeland Boulevard  
Miami, Florida 33156

Re: George A. Smith IV

Dear Mr. Walker:

This will confirm our telephone conversation of June 27, 2006, at which time you advised me that as the attorney for the Personal Representative of the Estate of George A. Smith IV, you had come to the decision to refuse to include the individual claims of George and Maureen Smith, as well as the individual claims to be asserted by Bree Smith in the Wrongful Death lawsuit. This was despite the fact that I informed you that a well qualified appellant counsel had informed me that there is a risk of facing a Motion to Dismiss the individual claims of the Smith family that will be filed in a separate lawsuit on the basis of splitting causes of action. It is also notwithstanding the fact that for the past several months we have agreed to the filing jointly. The sole reason given to me by you was that the Smiths are not interested in the money, just obtaining answers to why their son (Bree's brother) was killed. According to you, this was contrary to Jennifer's interests, which you stated was to get as much money as possible for the Estate. (Which the majority of course goes to Jennifer!)

My clients deem this decision to be a further indication of the apparent conflict of interests in having Jennifer act as Personal Representative because it clearly shows her interests are antagonistic to that of the Smith family, which you made clear. We agree

the fact money is Jennifer's main goal; as you clearly stated, does establish, without a doubt, the Smiths and her do have conflicting interests.

The decision, motivated by the belief that the Smith family will not want to settle the lawsuit, and that Jennifer, as the Personal Representative has the obligation to put as much money as possible into the Estate, concerns my clients deeply. Of course, we believe the primary interest should be in getting answers as to the cause of George's death, and of course the monetary compensation will occur, if warranted. We wish you would have admitted to us the main purpose earlier instead of misleading the Smiths and myself into believing there was a joint objective in proceeding jointly in order to obtain as much information as possible. We now realize we were misled in order to prevent the Smith's from speaking the truth about certain matters.

Based on your refusal to abide by our requests to include the Smith family's individual claims in the Wrongful Death lawsuit, we will file a separate lawsuit to assert the individual claims of the Smith family. We will also be truthful if asked why we are not in the Wrongful Death lawsuit jointly with Jennifer.

We also ask, that if any media asks you why separate lawsuits were filed, that you do not mislead the media. We ask that you tell the truth. We ask that you inform them that the Smith family requested the claims to be filed in one lawsuit, but you refused to do it this way, despite an opinion from a well qualified appellate lawyer that this was the best way to proceed. Our appellate lawyer is a very experienced appellate lawyer. We ask that you be honest with the media, and explain what you told us, which is Jennifer does not want the Smith family individually in the Wrongful Death case because their main interests are not money, and Jennifer's main interest is.

This will also confirm your offer to confirm in writing that Jennifer would follow the Connecticut probate law and provide the Smith family with twenty-five (25%) percent of any recovery over \$100,000.00 in the Wrongful Death lawsuit, provided only if the Smith family would write a letter saying that they do not intend to attack Jennifer as the Personal Representative. My client will not agree to this.

We trust that you will add in the wrongful death case that the claim is being brought on behalf of the Estate, and that you will keep me advised of all developments in the wrongful death lawsuit. Also, the Smiths should be properly identified in the suit. Based upon your refusal to allow them to be Plaintiffs, or for me to appear on the lawsuit as their attorney, they should be listed as beneficiaries of the Estate. They are not individual Plaintiffs based on your decision.

We are disappointed that notwithstanding the fact you are acting as attorney for the Personal Representative, and notwithstanding the fact that you, yourself, acknowledged the Smith family has a twenty-five (25%) percent interest, that you have failed to communicate with me regarding essential matters pertaining to the Wrongful Death Action and otherwise failed to act with the best interests of the Smiths in mind. I request that you start communicating with me on a regular basis regarding the Wrongful Death

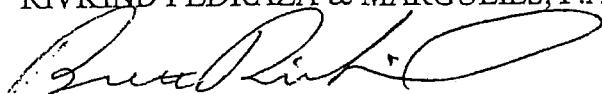


case. I do intend on filing a Notice of Appearance, which hopefully will result in my receiving copies of the pleadings, but I will rely upon your duties as the attorney for the Estate to keep my clients fully informed of the Wrongful Death Action.

Thank you for your attention to this matter.

Very truly yours,

RIVKIND PEDRAZA & MARGULIES, P.A.

A handwritten signature in cursive script, appearing to read "Brett Rivkind", written over a horizontal line.

BRETT RIVKIND, ESQ.

BR:lg

TRANSMISSION VERIFICATION REPORT

TIME : 06/28/2006 09:54  
NAME : RPM  
FAX : 3055398341  
TEL : 3055398341

DATE, TIME  
FAX NO. /NAME  
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**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

James Walker

Postage \$

Certified Fee

Return Receipt Fee  
(Endorsement Required)

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees \$

Postmark  
Here

Name (Please Print Clearly) (to be completed by mailer)  
Walker & O'Neil

Street, Apt. No. or P.O. Box No.  
9155 South Woodland

City, State, ZIP+4

See Reverse for Instructions

PS Form 3800, July 1999

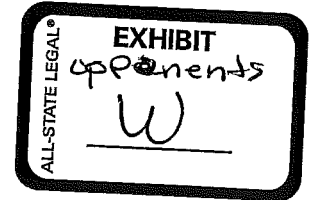
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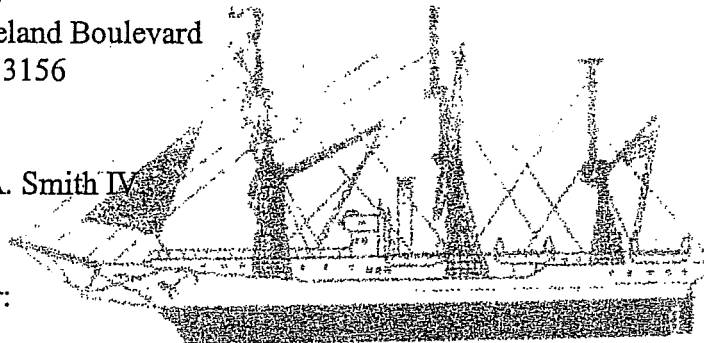


July 3, 2006

Via Facsimile & U.S. Certified Mail  
(305) 995-5310

James Walker, Esq.  
Walker & O'Neil, P.A.  
Dadeland Centre  
9155 South Dadeland Boulevard  
Miami, Florida 33156

Re: George A. Smith IV




Dear Mr. Walker:

This letter is yet another request to immediately provide us with a copy of the comprehensive settlement agreement which included the claims of my clients. You have acknowledged their rights to object to the settlement, and that the settlement includes them, yet you refuse to provide us with the agreement.

We will continue each day to request the agreement until you comply with the request. We hope it will not be given to us for the first time when depositions are taken of your client/yourself concerning this matter. I have asked you to call to discuss the matter, and you have refused to even talk to me, the attorney for the beneficiaries you were acting for when you negotiated the settlement.

Very truly yours,

RIVKIND PEDRAZA & MARGULIES, P.A.

  
BRETT RIVKIND, ESQ.

BR:lg

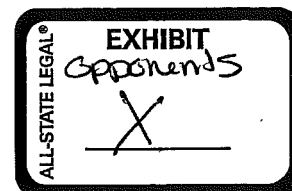
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TEL : 3055398341

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DURATION	00:00:20
PAGE(S)	01
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MODE	STANDARD ECM

**Brett Rivkind**

**From:** Brett Rivkind  
**Sent:** Monday, July 03, 2006 10:10 AM  
**To:** 'walkyork@bellsouth.net'  
**Subject:** continued request for copy of settlement agreement  
**Categories:** E-Mails  
**CaseId:** 1536  
**oCaseId:** 1536  
**OrgEntryID:** 0000000038EC01160C331140845AFA361767AAC00700B71E1668A6689D479F95857AD5BC9E



I will continue to ask, until you give to me, for a copy of the settlement agreement. As you correctly stated in your letter, the Smiths have a right to challenge the settlement agreement. It is difficult to do so when you withhold the agreement from us. We will point this out in the probate proceedings, as well as any other forum this matter gets presented.

Also, I again remind you of the fiduciary and ethical obligations involved when acting as a personal representative of an estate, or as the attorney for the personal representative. Please immediately provide the agreement. It has been several days we have been asking for it.

I also took you up on your offer to call you but like usual you have failed to return any of my calls or requests to call me

Brett Rivkind, Esquire  
 Rivkind Pedraza & Margulies P.A.  
 66 West Flagler  
 Suite 600  
 Miami, FL 33130  
 Phone: 305-374-0565  
 Fax: 305-539-8341  
 Email: seainjury@rivkindlaw.com

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LAW OFFICES OF  
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MIAMI, FLORIDA 33130

BRETT RIVKIND  
GEORGE PEDRAZA, OF COUNSEL  
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SEAINJURY@RIVKINDLAW.COM



July 5, 2006

Via Facsimile & Regular U.S. Mail

Steven Marks, Esq.  
Podhurst, Orseck, P.A.  
25 West Flagler Street  
Suite 800  
Miami, Florida 33130

Robert D. Peltz, Esq.  
Biscayne Building  
Suite 520  
19 West Flagler Street  
Miami, Florida 33130

And

James Walker, Esq.  
Walker & O'Neil, P.A.  
Dadeland Centre  
9155 South Dadeland Boulevard  
Miami, Florida 33156

Re: George A. Smith IV

Gentleman:

As you all know, I am the attorney for the parents for George A. Smith IV.

I have learned, through a press release, that a proposed settlement has been entered into with Jennifer Hagel Smith, which would include any Wrongful Death claims my clients may have.

I have a copy of the Wrongful Death lawsuit I was told James Walker was going to file this past Thursday, which specifically lists them as Plaintiffs in the lawsuit. As you all know, only the Personal Representative of the Estate can file the Wrongful Death claim. At the present time, the Personal Representative is Jennifer Hagel Smith.

Of course, there are fiduciary and ethical duties owed to my clients, as beneficiaries of the Estate of George A. Smith IV.

In order to properly advise my clients, and for my clients to decide on a course of action, it is critical that we receive a complete copy of the comprehensive proposed settlement agreement, which includes all terms and conditions entered into with the Personal Representative. This would include any provisions as to which claims are being settled, the amounts, as well all of the terms and conditions, including any confidentiality provisions.

We all know that today marks the one-year anniversary of the disappearance of George A. Smith IV, which arguably means today is the deadline for filing the Wrongful Death Action. Although I have been told there is some tolling agreement as to the statute of limitations for the Wrongful Death Action, I have not been provided with a copy of any such tolling agreement.

As of the time of writing this letter, the only knowledge my clients have of a proposed settlement agreement is information provided by the press releases sent out by the cruise line and Jennifer Hagel Smith. Of course, we were not made aware of any negotiations that were taking place, never asked to participate in any of the settlement negotiations, and never informed of the proposed settlement agreement that was reached with Jennifer Hagel Smith.

This letter is to request all concerned parties and individuals to provide my office immediately with a copy, in its entirety, of the comprehensive settlement agreement reached with Jennifer Hagel Smith, including any tolling agreements that have been entered into between the parties.

Thank you for your attention to this most urgent matter.

Very truly yours,

RIVKIND PEDRAZA & MARGULIES, P.A.



BRETT RIVKIND, ESQ.

BR:lg



TRANSMISSION VERIFICATION REPORT

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TEL : 3055398341

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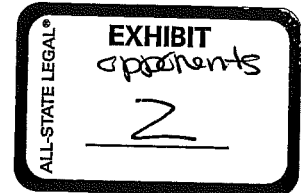
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LAW OFFICES OF  
**RIVKIND PEDRAZA & MARGULIES, P.A.**

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MIAMI, FLORIDA 33130

BRETT RIVKIND  
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July 12, 2006

Via Facsimile & U.S. Certified Mail  
(305) 995-5310

James Walker, Esq.  
Walker & O'Neil, P.A.  
Dadeland Centre  
9155 South Dadeland Boulevard  
Miami, Florida 33156

Re: George A. Smith IV

Dear Mr. Walker:

I received your long letter of July 7, 2006. You seem to be getting good at writing five page letters. You have learned well from Mr. Peltz.

Regarding the issue of settlement, I specifically asked you many times, including the week in which you reached your settlement agreement, whether there had been any settlement negotiations going on with the company. You specifically told me that once Jennifer received the email from Adam Goldstein following her appearance on the Oprah Winfrey show, there had been no settlement negotiations. You told me, in passing Bob Peltz told you not to talk to him unless your client was willing to take under a seven (7) figure settlement, and that was not going to happen. This was only a couple of days before your announced settlement. You made it clear to me that there were no ongoing settlement negotiations.

During the whole time we were working together, I made it very clear to you that my clients were concerned that you were going to enter into a settlement agreement without their knowledge. The reason they were concerned that you would enter into a settlement without their knowledge, prior to filing a wrongful death lawsuit, was because of the suspicious circumstances concerning your client which they believed would cause her to

have an incentive to settle without filing suit. You always knew the Smith family wanted suit to be filed, and you personally agreed the wrongful death lawsuit was going to be the best avenue to obtain information to find out what happened to George, as the company was being very uncooperative.

The suspicious circumstances that lead the Smith family to be concerned that Jennifer, as the Personal Representative, supposedly acting on their behalf also, would want to settle, included the fact Jennifer was initially considered a suspect in the death of George with the Turkish police authorities. As you know, she was the only individual treated as a suspect during the investigative process in Turkey. In addition, Jennifer, had made statements which the evidence proved to be incorrect. She initially told the Smith family, and you told me this also, that she had been found sleeping on a deck chair the morning George A. Smith IV went missing. We know this is not true. She was actually found passed out in the hallway, very close to Josh Askin's cabin.

The next suspicious circumstance was that Jennifer spent several months at the Smith's family house. Not once did she discuss anything that had happened onboard the cruise ship, nor express any desire to find out what happened to her husband. The Smith family was not sure what to make of this. She told the Smith family the FBI had told her not to discuss with them what occurred onboard the cruise ship, or what she knew. The Smith family later was told by the FBI that Jennifer had never been told not to discuss what occurred aboard the cruise ship with the Smith family. The FBI was in fact angry that Jennifer would have used the FBI as a vehicle for causing the friction that was developing between Jennifer and the family.

As you know, reports then surfaced that Jennifer had a fight with George, and kicked him in the groin, the night he went missing. Although Jennifer denied this, there were eye witnesses who stated this to be true. At one point, Jennifer flatly denied it, and at another point she said she simply did not remember it happening. Again, making my clients suspicious.

Next comes the fact that Jennifer was found in the hallway near Josh Askin's cabin, completely different than what she had stated early on, and different than what you had told me. In fact, you yourself expressed to me your concern with the fact that she was found near Josh Askin's cabin. In addition, when she was returned to the cabin, she apparently was not concerned by the fact that George was not there, nor was she concerned by the fact that George was not there when she went to her massage appointment, two hours earlier than scheduled. The cruise line says Jennifer told them that she was not concerned that George was not in the cabin when she was returned to the cabin because George had slept in other cabins during the cruise. Jennifer has flatly denied making that statement to the cruise line, and you yourself stated that was a lie on the part of Royal Caribbean Cruise Lines. You stated that nationally on television, as well as to myself. However, if Jennifer did not make that statement to the cruise line, then the question still remains why she was not concerned that George was not in the cabin at the time she was returned to the cabin.

To make things worse with my client, Jennifer specifically stated she wanted to do what she could in order to avoid giving a deposition, whether in a criminal proceedings or at a civil proceeding.

My client was also concerned because Jennifer remained very quiet from the beginning, even after the Smith family went public seeking answers. You and I both know that the FBI did not require Jennifer, nor the Smith family to remain so quite. We stated this in interviews with the press, but in reality, the FBI had placed no gag order on either the Smith family nor Jennifer.

I am setting out the above facts because this is the reality of why my clients were concerned Jennifer would try to settle the case before filing a wrongful death case, not pursuing the appropriate interests and responsibilities the Personal Representative, and I expressed these concerns to you many times over the past several months.

My family then became concerned that Jennifer was more concerned with her public image, than really finding out what happened to George. In fact, you personally told me that you were concerned that you yourself spent more time thinking about what happened to George than Jennifer does. This raised serious concerns with my client.

My client was concerned that many of her actions were merely publicity oriented. First, the idea of offering a reward at the beginning, the day of the Congressional Hearings in the Washington Post was clearly a public relations move. We all knew that crewmembers were not reading the Washington Post, and the reward was first offered many months after the disappearance of George A. Smith IV, only on the day of the Congressional Hearings, at a time where Jennifer's public image was very low.

In fact, you needed to hire a public relations campaign manager, Michael Paul, to deal with Jennifer's public image issue.

During all this time, you knew the Smiths were concerned with these issues, and that they were contemplating filing a motion with the probate court setting forth these issues in attempt to remove her as the Personal Representative, on the basis that she would not have the appropriate incentives and motives to carry out the responsibilities of the Personal Representative in bringing a wrongful death lawsuit. Of course, those interests should have included doing whatever possible to find out what happened to George, notwithstanding your statement that the only obligation of the Personal Representative would be to maximize the dollar value of the Estate, which was what Jennifer was attempting to do. We believe the Personal Representative of the Estate would also carry the obligation to do the best to find out what happened to George also.

Well, the Smith's family concerns came to fruition when they learned for the first time, through a press release, that you had been engaging in meaningful settlement negotiations, which lead to a "comprehensive settlement agreement". The fact that you agreed to do joint press releases commending the same cruise line that apparently lied to the public by stating that Jennifer told them that George had slept in other cabins, who

attacked Jennifer as a liar based on her testimony in Congress, and the same cruise line for which you were filing a wrongful death case for spoliation of evidence and destruction of is further evidence of the conflict of interests and self-serving nature of the settlement. The press releases are false. You have repeatedly told me how the cruise lines has not given you one iota of information throughout these proceedings. You have nasty letters going back and forth with you and Bob Peltz, which of course will be subject to discovery in the probate proceedings. This all shows that the settlement agreement negotiated behind our backs was motivated primarily by maximizing Jennifer's self interests, not those of the Estate or the beneficiaries.

As to the amount of the settlement, or the reasons you set forth in your letter, such statements are not accurate. First, you clearly dispelled any concerns regarding the limitations with the Athens Convention. You cited case law which we were confident would preclude any limitations applying under the Athens Convention. Your appellate counsel told you the same.

Regarding any potential repercussions from Royal Caribbean against us for earlier statements, I am not sure what you mean by stating that was any kind of factor in reaching a settlement. Do I understand you that the settlement was negotiated to protect any repercussions against the Smith family or myself also, or just Jennifer and yourself? In any event, we discussed that there would be no repercussions, and your emails so state, based on the fact that we had credible statements from passengers to justify everything we stated, including what you stated at your detailed press conference. In fact, you were preparing, which of course you never shared with me or filed, most likely because of the plan to settle, a response to the cruise line's ten myths.

So you have a cruise line that attacked Jennifer as a liar, stated in the public that she made statements that you claim are untrue, who has destroyed evidence which could have lead to the discovery of the death of her husband, and you reached a settlement agreement that included joint press releases commending the cruise line!

Also, just hours before learning of your settlement agreement, you and I had exchanged numerous correspondence in which I re-emphasized the clear conflict of interests in having Jennifer and you representing the Estate, which included my clients as beneficiaries. Despite this knowledge, you continued in a course of action designed to utilize information that you had obtained working jointly with me to negotiate a secret settlement with the cruise lines behind our backs, which was totally designed to further the self interests of Jennifer, at the expense of the Estate and its beneficiaries. It is clearly a settlement motivated by the self interests of Jennifer, especially when you yourself told me, as well as the Smith family, that the settlement value of this case was more in the line of three million to five million dollars, based on the loss of a twenty-six year old, and based on the cruise line's incentive to want to settle such a case without adverse publicity. You repeated that to me many times and this is what you told Jennifer and the Smith family at the very beginning.

As to liability, I always expressed to you that liability was strong based on the lack of control of the alcohol consumption onboard the ship, and the lack of security. If you read your allegations in your wrongful death lawsuit, I think you will agree the wrongful death aspect of the case was very strong. As to George smuggling alcohol onboard the ship, this is not accurate. The alcohol was purchased by Josh Askins, and you confirmed with me that Jennifer had no knowledge how it came onboard the ship. There is no evidence Royal Caribbean was going to introduce proof that George smuggled alcohol onboard the ship.

This brings me to the issue of the prescription drugs. After requesting for several months for your client to obtain the records of the prescription drugs, which my clients had not idea about, I finally was provided with a copy of the records, which you and I both agreed, were not very revealing as to any problems. The only issue regarding the prescription drugs would have been whether he was taking them while onboard the ship, which would have included Jennifer's knowledge that he was consuming prescription drugs while he was drinking. Was Jennifer concerned that the cruise line would argue that she was responsible for George's death because she allowed him to consume so much alcohol when she knew he was on prescription drugs? If Jennifer felt that anyone could point blame to her for the death of George because of any of the events that transpired that evening, including allowing him to drink when she knew he was taking prescription drugs, would this then suggest a conflict of interests in proceeding forward as the Personal Representative and negotiating a settlement that included other beneficiaries?

As to your "settlement touch" I guess you have not lost it completely, just settled for a lot less than you said the case was worth for settlement value, most likely because of Jennifer's self interests in wanting to settle the case before suit was filed. All during this time you suggested that we delay filing suit for one reason or the other, which now turns out to me clear why.

In conclusion, we can litigate all these issues in the appropriate form. This letter is simply to let you know that there are suspicious circumstances that have caused my clients to have grave concerns regarding Jennifer. You too have expressed the validity of these concerns to me in the past, stating you understood completely why they had those concerns, and in fact that you had some of these concerns also. Of course, you had to give the benefit of the doubt to your client on all issues and I understand that. But you have many times expressed to me concerns with your own client, including the concern with her lack of determination to find out what happened to her husband. Of course many unanswered questions concerned you also. You need only read the many, many emails, and listen to the numerous comments to understand that there are enough circumstances to justify the concerns the Smith family have had from the beginning, and the increasing concerns they have had based on ongoing developments. I am not saying one way or the other where the chips fall, I am simply stating to you the reasons and basis for the concerns, which may cause you to hesitate in some of your public comments regarding the Smith family. I remind you of the many, many times you acknowledged understanding their concerns based on the circumstances.

As to Greta's comments, we all know that she is a criminal defense attorney, and my comments about her were simply to let you know that she was not our friend in the litigation. We all know that she became a friend of the cruise lines, permitting them to go onboard the cruise ship and do an investigation before we were allowed. In fact, the cruise line suddenly became your friend, without allowing us to go on the ship, and without allowing us to do any investigation.

I regret that money prompted you to engage in this type of conduct, both from a professional and a personal view point. I told you many times during us working together, that the ongoing conflicts between the Smith family and Jennifer would hopefully not interfere with our friendship and that one client is not worth losing a friend or creating an adverse relationship with a professional colleague. Unfortunately, I have found where your values and principles are, which has greatly disappointed me on both a professional and personal level.

I suggest that we avoid five page letters going back and forth. You have said what you needed to say. I have said what I needed to say at this point.

Very truly yours,

RIVKIND PEDRAZA & MARGULIES, P.A.



BRETT RIVKIND, ESQ.

BR:lg

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