

25th of March 2019

A report of the stranding of Sailing Vessel Guppy early August 2018 on a reef in Manihiki Island, Cook Islands.

These are it's event leading up to the stranding and the events during and after the stranding.

Following are all conversations and documents between LifeSail and Laura Dekker regarding the sailing vessel Guppy in chronological order.

Laura's notes to mails and statements have been made **green** for convenience while reading.

Agreement made between LifeSail and Laura Dekker on the **29th of November 2017**

This is the main agreement between LifeSail and Laura regarding the sailing vessel Guppy and her purposes and time with LifeSail. It clearly states how LifeSail should treat Laura and that in case of a total loss Laura would have the full claim of insurance money. This contract was broken by LifeSail on almost every single point. They neither took good care of Guppy nor did Laura receive any remuneration for the loss of Guppy.

This Agreement is made by and between Laura Dekker; hereinafter referred to as LD and "LIFESAIL™ INC.", represented by Matt Schulz; hereinafter referred to as LSI. It is hereby agreed and understood that LSI is a 501c3 corporation and operates based on monetary and other donations.

1. Services:

1.0 Sailing vessel Guppy belonging to LD shall be made available to LSI for an undefined period.

1.1 The underlying intent is to have 'Guppy' continuing to be used as an inspirational sail/training vessel, enabling people to get a taste of sailing, adventure and enrichment of their lives.

1.2 Laura's inspirational journey is a catalyst in this venture and she will retain an active interest and appropriate contribution to further evolve the intent of enabling people to follow their dreams.

2. Conditions:

2.0 LD will provide an updated maintenance schedule and a "how to operate" schedule with Guppy that enables users to understand everything pertaining to the vessel.

2.1 LSI or Matt Schulz pledges to facilitate a safe mooring, maintain vessel seaworthy, insurance, legal documents, trained crew, upkeep and truthful marketing of 'Guppy'.

2.2 LSI or Matt Schulz will assume all responsibilities for "Guppy". All liability and damages belong to LSI or Matt Schulz once the "Guppy" leaves Whangarei.

2.3 In case of complete loss of the boat it is understood that any insurance money belongs to LD. With the exception for any value added by LifeSail

2.4 LSI or Matt Schulz agree that LD has first right of refusal, LSI or Matt Schulz will under no circumstance sell or give away Guppy, unless this has been discussed and signed of on by LD.

3. Terms of Agreement:

3.1 This agreement is void if any of the paragraphs above have not been fulfilled. In this case Guppy's ownership will return to LD.

3.2 This agreement will become effective when signed by both parties and will terminate on the earliest of:

- Guppy is no longer used for the purposes outlined in this agreement or any term in this contract have been violated
- Guppy will automatically return to LD
- In case of complete loss of the boat

4. resolving disputes:

It is understood by all parties that the intent of this agreement is to "make it work" for LD and 'Guppy' and if any issues were to arise these will be dealt with positive and with timely communication.

Signatures

LIFESAIL™ INC /or

Matt Schulz, President

LAURA DEKKER

Laura Dekker

Date / Place:

Whangarei, 11/30/17

Date / Place:

29th of November 2017. Whangarei



LifeSail™ Inc.
15523 Valerio St.
Van Nuys, CA 91406
818-424-SAIL
800-249-6213
www.LifeSail.com
info@LifeSail.com

September 29th 2017

Laura Decker
Whangarei, NZ

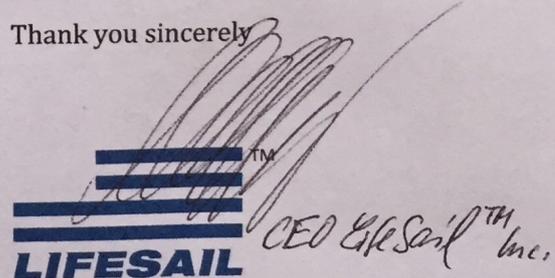
Donor of "Guppy"
Custom Gin Fizz 37 / 40'

LifeSail™ hereby agrees to the verbally agreed statement, that we will not sell 'Guppy' after receiving her as a donation.

In any case of any unforeseen distress, Guppy will go back to Laura Dekker as an owner. Besides LifeSail™, Matt Schulz is personally responsible for her maintenance, and keeping her in good ship shape.

Thank you for supporting LifeSail™ and future children's lives.

Thank you sincerely



LIFESAIL™
CEO LifeSail™ Inc.

LSI is a 501 (C) (3) nonprofit organization EIN: 56-2364927 9/19/17

Statement from Matt/LifeSail on the **29th of September 2017**

In this statement but also the agreement from the 29th of November 2017, Matt Schulz makes himself personally responsible and liable for anything that happens to Guppy. Also Lori is personally responsible for the events that occurred. So both Matt Schulz and Lori Kallestad are personally responsible for the events that occurred besides obviously LifeSail.

Bill of Sale from Laura Dekker to LifeSail for 1.- Dollar Signed on the **22nd of March 2018**

This bill of sale was merely needed to get Guppy an American flag so she was allowed to sail with children in the USA. Foreign boats are not allowed to do this and have many issues when staying in USA waters. It was never intended to donate Guppy as such to LifeSail which is why the previous contract was made to be the main contract between LifeSail and Laura, and this contract made on the 29th of November 2017 is still valid.

 U. S. Department of State
INDIVIDUAL ACKNOWLEDGMENT CERTIFICATE

VENUE

New Zealand
(Country)

(State, Province, etc.)

Auckland
(City)

Consulate General of the U.S.A.
(Name of consular post)

I certify that on this day the individual named below appeared before me and acknowledged to me that the attached instrument was executed freely and voluntarily.

Laura Dekker
(Typed Name of Individual)


(Signature of Consular Officer)

N. Aric Sottler
(Typed Name of Consular Officer)
Vice Consul
(Title of Consular Officer)

03-22-2018
Date (mm-dd-yyyy)

 (SEAL) 

DS-1986
05-2006

DEPARTMENT OF HOMELAND SECURITY
U.S. Coast Guard
BILL OF SALE

OMB No: 1625-0027
Expires: 07/31/2019

1. VESSEL NAME

Supply

2. OFFICIAL NUMBER OR HULL ID NUMBER

UNKNOWN

3. NAME(S) AND ADDRESS(ES) OF SELLER(S)

Laura Dekker



NEW ZEALAND

3A. TOTAL INTEREST OWNED (IF LESS THAN 100%): _____ %

4. NAME(S) AND ADDRESS(ES) OF BUYER(S) AND INTEREST TRANSFERRED TO EACH

Life Sail Inc.
16523 Valerio Str.
Van Nuys CA 91406

4A. TOTAL INTEREST TRANSFERRED (100% UNLESS OTHERWISE SPECIFIED): _____ %

4B. MANNER OF OWNERSHIP. UNLESS OTHERWISE STATED HEREIN, THIS BILL OF SALE CREATES A TENANCY IN COMMON, WITH EACH TENANT OWNING AN EQUAL UNDIVIDED INTEREST. CHECK ONLY ONE OF THE FOLLOWING BLOCKS TO SHOW ANOTHER FORM OF OWNERSHIP.

JOINT TENANCY WITH RIGHT OF SURVIVORSHIP

TENANCY BY THE ENTIRETIES

COMMUNITY PROPERTY

OTHER (DESCRIBE)

5. CONSIDERATION RECEIVED (ONE DOLLAR AND OTHER VALUABLE CONSIDERATION UNLESS OTHERWISE STATED)

Gift

6. I (WE) DO HEREBY SELL TO THE BUYER(S) NAMED ABOVE, THE RIGHT, TITLE AND INTEREST IDENTIFIED IN BLOCK 4 OF THIS BILL OF SALE, IN THE PROPORTION SPECIFIED HEREIN.

VESSEL IS SOLD FREE AND CLEAR OF ALL LIENS, MORTGAGES, AND OTHER ENCUMBRANCES OF ANY KIND AND NATURE, EXCEPT AS STATED ON THE REVERSE HEREOF. VESSEL IS SOLD TOGETHER WITH AN EQUAL INTEREST IN THE MASTS, BOWSPRIT, SAILS, BOATS, ANCHORS, CABLES, TACKLE, FURNITURE, AND ALL OTHER NECESSARIES THERETO APPERTAINING AND BELONGING, EXCEPT AS STATED ON THE REVERSE HEREOF.

7. SIGNATURES OF SELLER(S) OR PERSON(S) SIGNING ON BEHALF OF SELLER(S)

8. DATE SIGNED

22nd of March 2010

9. NAME(S) OF PERSON(S) SIGNING ABOVE, AND LEGAL CAPACITY IN WHICH SIGNED (E.G., OWNER, AGENT, TRUSTEE, EXECUTOR)

OWNER LAURA DEKKER

10. ACKNOWLEDGMENT (TO BE COMPLETED BY NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED BY A LAW OF A STATE OR THE UNITED STATES TO TAKE OATH.)

ON _____ (DATE) THE PERSON(S) NAMED IN SECTION 9 STATE: _____

ABOVE ACKNOWLEDGED EXECUTION OF THE FOREGOING INSTRUMENT COUNTY: _____
IN THEIR STATED CAPACITY(IES) FOR THE PURPOSE THEREIN CONTAINED.

NOTARY PUBLIC:

SEE ATTACHED

N. Aric Sottler

Vice Consul

U.S. Consulate General

Auckland, New Zealand

MY COMMISSION EXPIRES: _____

VESSEL DATA

COMPLETE THIS SECTION ONLY IF VESSEL HAS NEVER BEEN DOCUMENTED AND DOES NOT HAVE A HULL IDENTIFICATION NUMBER.)

| | |
|---|--|
| A. SELLER | B. BUILDER'S HULL NUMBER |
| jeanneau FORMER NAME(S) | D. FORMER MOTORBOAT NUMBERS |
| Temagami E. FORMER ALIEN REGISTRATIONS | F. DIMENSIONS L= 41' B= 12' 3" D= 9' 3" |
| G. PERSON FROM WHICH SELLER OBTAINED VESSEL | SIGNATURE OF SELLER  |

WARRANTIES/APPURTENANCES/LIMITATIONS/EXCEPTIONS

N/A

INSTRUCTIONS

1. INDICATE CURRENT DOCUMENTED NAME. (IF VESSEL HAS NEVER BEEN DOCUMENTED SELLER MUST COMPLETE AND SIGN DATA SECTION ABOVE.)
2. INDICATE OFFICIAL NUMBER AWARDED TO VESSEL OR HULL IDENTIFICATION NUMBER ASSIGNED BY MANUFACTURER. (IF THE VESSEL HAS NO HULL IDENTIFICATION NUMBER AND HAS NEVER BEEN DOCUMENTED, SELLER MUST COMPLETE AND SIGN THE VESSEL DATA SECTION ABOVE.)
3. INSERT NAMES AND ADDRESSES OF ALL PERSONS SELLING VESSEL, ALONG WITH TOTAL INTEREST OWNED BY THOSE PERSONS. IF MORE ROOM IS NEEDED, AN ATTACHMENT MAY BE MADE SHOWING THE ADDRESSES OF THE SELLERS.
- 3A. SELF-EXPLANATORY.
4. INSERT NAMES AND ADDRESSES OF ALL BUYERS, ALONG WITH THE INTEREST TRANSFERRED TO EACH. IF THERE IS MORE THAN ONE BUYER AND NO DIVISION OF INTEREST IS SHOWN, THIS BILL OF SALE WILL RESULT IN EACH BUYER HOLDING AN EQUAL INTEREST. (IF MORE ROOM IS NEEDED, AN ATTACHMENT MAY BE MADE SHOWING THE ADDRESSES OF THE BUYERS.)
- 4A. SELF-EXPLANATORY.
- 4B. CHECK ONE OF THE BLOCKS TO CREATE A FORM OF OWNERSHIP OTHER THAN A TENANCY IN COMMON. IF "OTHER" IS CHECKED, THE FORM OF OWNERSHIP MUST BE DESCRIBED.
5. OPTIONAL IF THE AMOUNT PAID FOR THE VESSEL IS INSERTED, IT WILL BE NOTED ON THE VESSEL'S GENERAL INDEX.
6. SELF-EXPLANATORY. USE "REMARKS" SECTION ABOVE IF VESSEL IS NOT SOLD FREE AND CLEAR, OR TO LIST VESSEL APPURTENANCES WHICH ARE NOT SOLD WITH THE VESSEL.
7. SELF-EXPLANATORY.
8. SHOW THE DATE ON WHICH THE INSTRUMENT IS SIGNED.
9. IN ADDITION TO THE PRINTED OR TYPED NAME OF THE SIGNER, SHOW WHETHER THAT PERSON WAS ACTING AS AN OWNER, AS AN AGENT FOR AN OWNER, AS TRUSTEE, AS THE PERSONAL REPRESENTATIVE OR EXECUTOR OF AN ESTATE, OR OTHER CAPACITY WHICH ENTITLED THAT PERSON TO SIGN THE BILL OF SALE.
10. ANY ACKNOWLEDGMENT IN SUBSTANTIAL COMPLIANCE WITH THE LAW OF THE STATE WHERE TAKEN MAY BE ATTACHED TO THIS INSTRUMENT IN LIEU OF THE PREPRINTED ACKNOWLEDGMENT.

PRIVACY ACT STATEMENT

1. **AUTHORITY:** 46 U.S.C. CHAPTER 313, COMMERCIAL INSTRUMENTS AND MARITIME LIENS AND 46 CFR PART 67, DOCUMENTATION OF VESSELS.
2. **PURPOSE:** TO PUBLISH AND PROVIDE A PUBLIC RECORD (AVAILABLE FOR PUBLIC INSPECTION/COPYING) OF THE SALE OR CHANGE OF OWNERSHIP OF A VESSEL WHICH IS DOCUMENTED, WILL BE DOCUMENTED, OR HAS BEEN DOCUMENTED PURSUANT TO 46 U.S.C. CHAPTER 121.
3. **ROUTINE USES:** AUTHORIZED USCG PERSONNEL WILL USE THIS INFORMATION TO VALIDATE THE SALE AND TO DEVELOP STATISTICAL DATA RELATED TO DOCUMENTED VESSELS. ANY DISCLOSURES OF DATA WITHIN THIS RECORD WILL BE MADE IN ACCORDANCE DHS/USCG-013, MARINE INFORMATION FOR SAFETY AND LAW ENFORCEMENT (MISLE), 74 FEDERAL REGISTER (FR) 30305, JUNE 25, 2009.
4. **CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION:** VOLUNTARY. HOWEVER, FAILURE TO PROVIDE THE REQUESTED INFORMATION COULD PREVENT THE BILL OF SALE FROM BEING FILED. FURTHERMORE, BILLS OF SALE WHICH ARE NOT FILED ARE DEEMED INVALID AGAINST ANY PERSON EXCEPT THE GRANTOR OR A PERSON HAVING ACTUAL KNOWLEDGE OF THE SALE.

AN AGENCY MAY NOT CONDUCT OR SPONSOR, AND A PERSON IS NOT REQUIRED TO RESPOND TO A COLLECTION OF INFORMATION UNLESS IT DISPLAYS A VALID OMB CONTROL NUMBER.

THE COAST GUARD ESTIMATES THAT THE AVERAGE BURDEN FOR THIS FORM IS 20 MINUTES. YOU MAY SUBMIT ANY COMMENTS CONCERNING THE ACCURACY OF THIS BURDEN ESTIMATE OR MAKE SUGGESTIONS FOR REDUCING THE BURDEN TO: U.S. COAST GUARD, NATIONAL VESSEL DOCUMENTATION CENTER, 792 T. J. JACKSON DRIVE, FALLING WATERS, WEST VIRGINIA 25419, OR OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (1625-0027), WASHINGTON, DC 20503.

Laura was appointed on the advisory board of LifeSail, however all the advice she gave was put aside without further consideration:

Board Members

https://www.lifesail.org/board-members

 LIFE SAIL COMMUNITY SAILING CENTER
A Certified US Sailing Community Sailing Center

Home Contact About Programs

Board Members

Matt Schulz

President and Founder

Matt is a popular lecturer, instructor and consultant in the Marine Industry. He crossed the Atlantic 1980 in a 29' sailboat. Matt served in the German Navy and has been a licensed skipper since 1974. Matt is the owner of Schulz Surveyors, a premier marine surveying company established in 1987. He is a craftsman with a vast and varied European & American experience, and has served many technical and nautical apprenticeships.

Steven Schulz

Program Director

Steven is a certified US Sailing instructor for DL 1. He is currently pursuing his college career and working simultaneously as a coastal delivery skipper with an extensive resume. Steven is also a blackbelt in Korean Karate and holds the unofficial record of youngest sailor to sail to Catalina Island in an Opti.

Scott North

CEO

Scott North majored in Economics from Emory University, and works as keelboat coach.

Veronica Alif

Secretary

Marketing advice, local sailor

Jim Oates

Jim Oates Business owner, Pilot, Sailor, Non-Profit Experience

Alexis Brown

Alexis has been committed to LifeSail's vision since it's early days. She actively works with nonprofit organizations and has a heart for impacting the communities around her

Eyal Ron

Eyal Ron was born in Israel and served in the Israeli Navy. He works as a chemical engineer, business strategist and operations consultant.

Advisory Board

Laura Dekker

Holds the record for the youngest to sail around the world solo.

Dave Ulman

David Ulman is an international yachtsman, and Olympic coach of the year (2016). Founded Ulman Sails.

Berry Rice

President of a 501c3 nonprofit that helps give medical care in Haiti to locals.

Lori Kallestad

Sailor, Volunteer

Hartmut Eggert

Multiple business owner, Sailing Instructor, Life Coach, Notary

Buzz Park

Lightyearmarketinggroup.com, ret. Navy pilot.

 info@lifesail.org
(800) 249-6213

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United States 90292

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Guppy left New Zealand on the 4th of May 2018. With a crew of four including one minor.

During the voyage I didn't get updates as I had asked for but sometimes was able to find photo's on facebook which rather shocked me like the photo's below.

Picture 1: Guppy sailing with a ripped UV cover from the Genua and a flapping mizzen sail. They didn't furl the Genua in with very little wind. Making it chafe against de spreaders, ripping the UV cover

Picture 2&3: Jerrycans tied up everywhere! I advised them very strongly to never do this. Guppy is a boat with very low freeboard, a heavy jerrycan tied to the stanchions can do a lot of damage, like tearing of all the stanchions in heavy weather and likely causing leakage.

They proudly posted this photo on their facebook, a picture which makes every sailor cry.

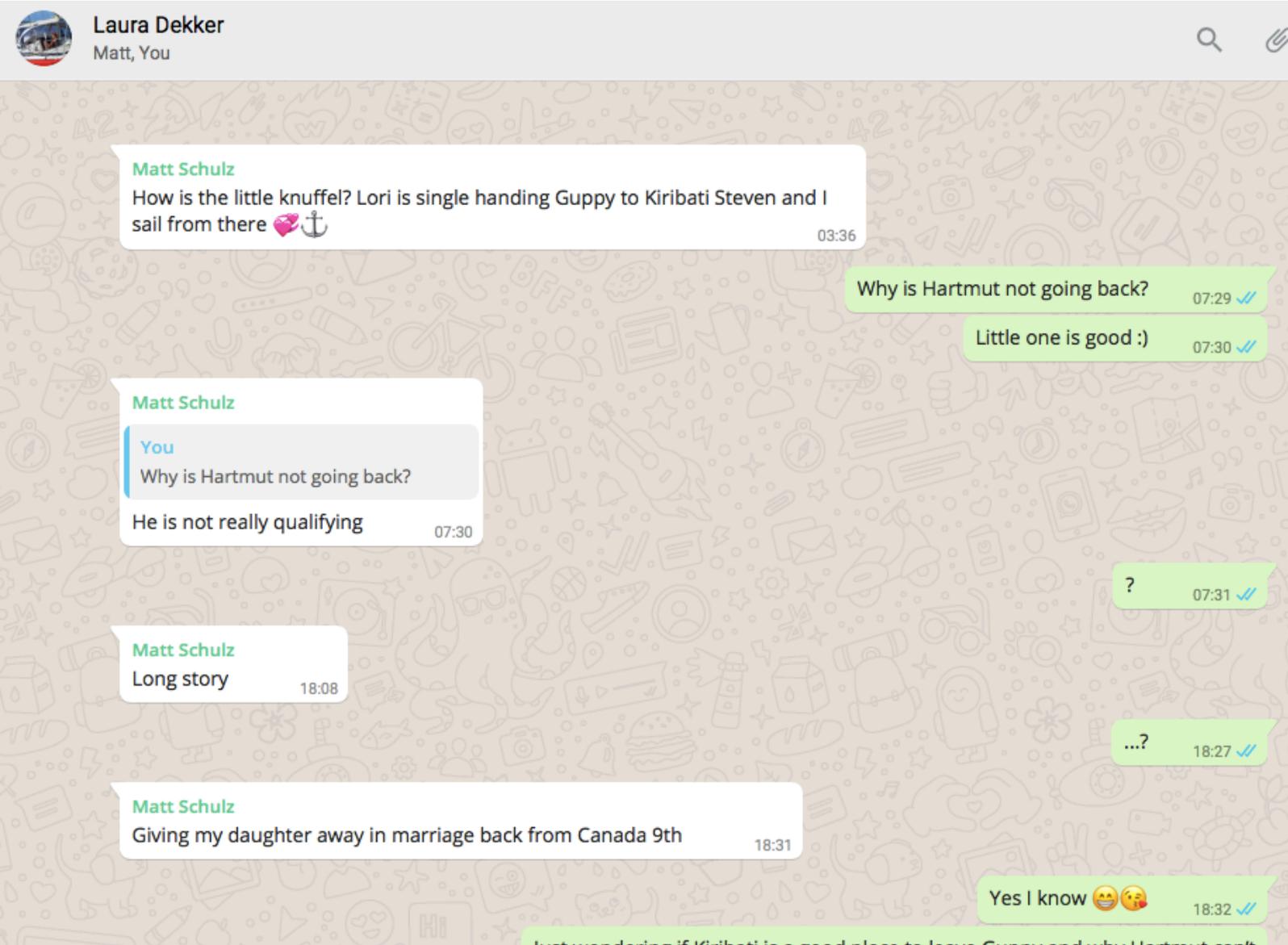






Here are some questions I raised while Guppy was in Fiji and the skipper had suddenly left the boat?!

I did not get any satisfying answers to my questions.





Laura Dekker

Matt, You



Giving my daughter away in marriage back from Canada 9/11 18:31

Yes I know 😊😏 18:32 ✓✓

Just wondering if Kiribati is a good place to leave Guppy and why Hartmut can't continue sailing or Lori? 18:32 ✓✓

Matt Schulz
Steven and I are sailing her w Lori to Hawaii than LA 18:33

H is out for now 18:33

Ok 🙌 h is out out? Or just a because of injury? 18:35 ✓✓

Matt Schulz
Everything 18:37

We removed him from the board I think that might says it. 18:43

I understand - can I know why? He seemed rather suitable? 18:47 ✓✓

Matt Schulz
Best to talk than write for me
(I really don't want to badmouth him) 19:20

Ok understand we'll talk about it at some stage then 22:10 ✓✓

7/31/2018

Matt Schulz

We never did get to have a phone call about it :(

Facebook Conversations between Lori Kallestad and Laura Dekker
July 18th & 19th 2018

Showing concern about the way Guppy is handled.

They mention weathering a nasty storm while being in one of the most protected harbours in the pacific, the storm was at the most about 35kn from what we could see at windy.com at the time. This isn't even called a storm..?! It shows again that these people are not experienced sailors.

JUL 18TH, 9:52AM

Hi Lori, How's things going with you, crew and Guppy? Did you start putting up some more sail to stop the rolling? Juts saw the little clip you posted and noticed how much she's rolling even though there's a stiff breeze to keep her steady. Also noticed the lifelines clipped in to the dodger - hope they are just there for storage and not clipped in to any people!! It definitely won't hold, I feel like you know this but just wanted to make sure. Would never forgive myself if something happened and I could've said something



JUL 19TH, 10:55AM



Hi! It's great to hear from you. Guppy is doing well. Britta and I have loved every minute sailing her!

We weathered a nasty storm while in Pago Pago and did some some minor repairs. I didn't expect to be delayed there for so long! Shipping parts is such a pain! I'm happy with how the boat is prepped now. I've been up the rig and know both engines. We have been putting up more sail. The clip you saw was when we were motoring...we were taking in the breath taking scenery when leaving American Samoa motoring close to the island and avoiding all the reefs. We didn't set sail until we were away from the reefs. The tethers were just being stored on the dodger frame so they were handy when we clip into the jack lines on deck. Thanks for your concern. Safety is so important! Don't know if you saw the tracker today...



Britta took Guppy out for a day sail while I filmed and photographed them from a friend's catamaran. 🍷❤️



I'm looking for the next weather window to leave for Christmas Island and then Hawaii. I'm looking for crew and being selective...it's a tough choice. I'm also praying about and

evaluating single-handing from here to Hawaii. Want to fly to Samoa and sail with me and Gup to Hawaii?! That would be amazing. I know your schedule is jammed but I'm just throwing it out there. I'd love to sail with you.

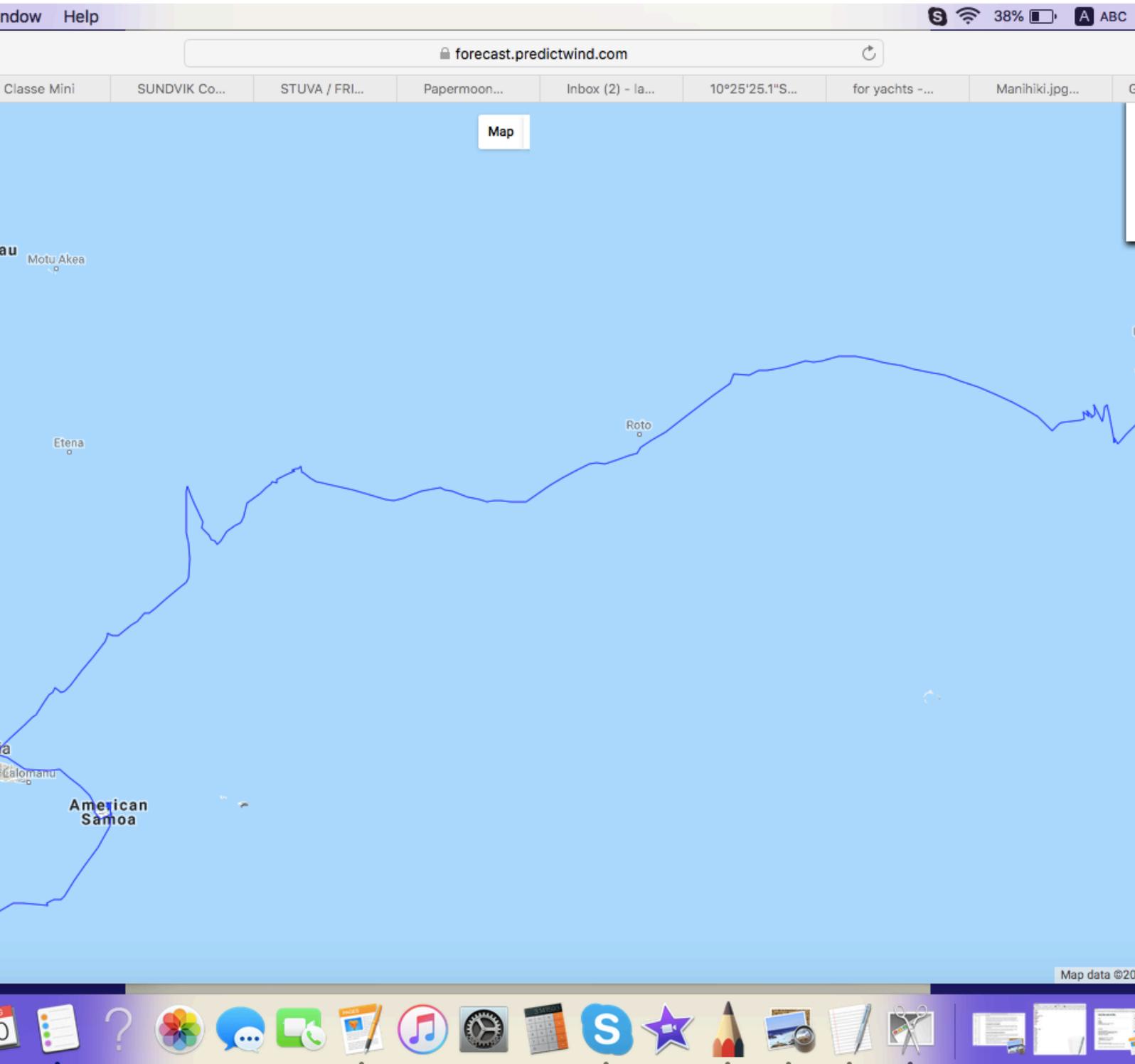
Hi Lori, that's great to hear! I'm glad your connecting so well with her, and good to hear she's being looked after and your both taking safety serious 😊 Sooo important 😊 Finding crew is definitely a tough one, especially on longer trips like the trip your doing. Is Britt not able to come with you? Sadly I really can't come, I'm in the 7th month now and getting pretty big and clumsy (also not allowed to fly anymore soon) 😊 Hope and pray you will find the right person to come with you. Lots of love, L

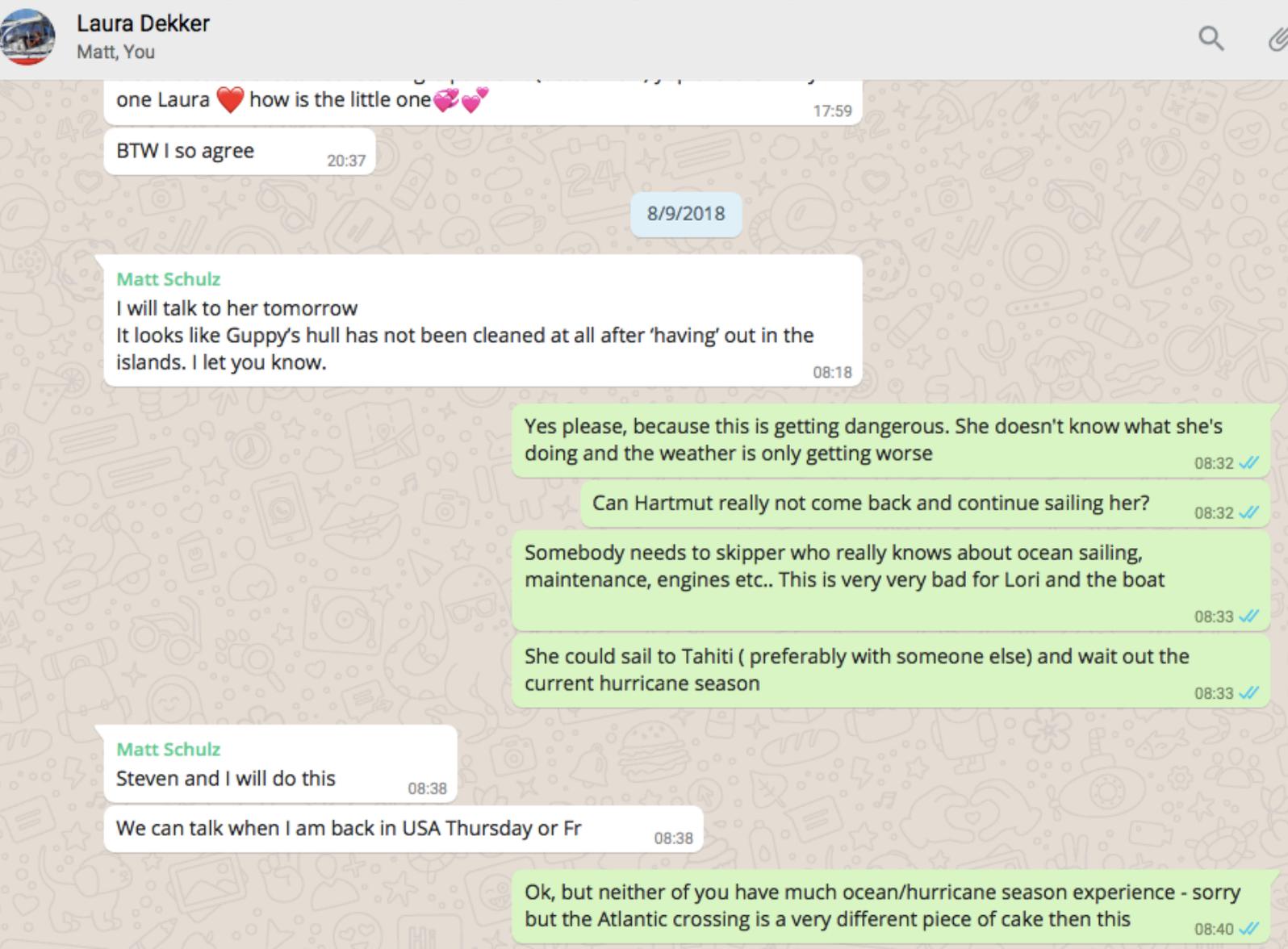
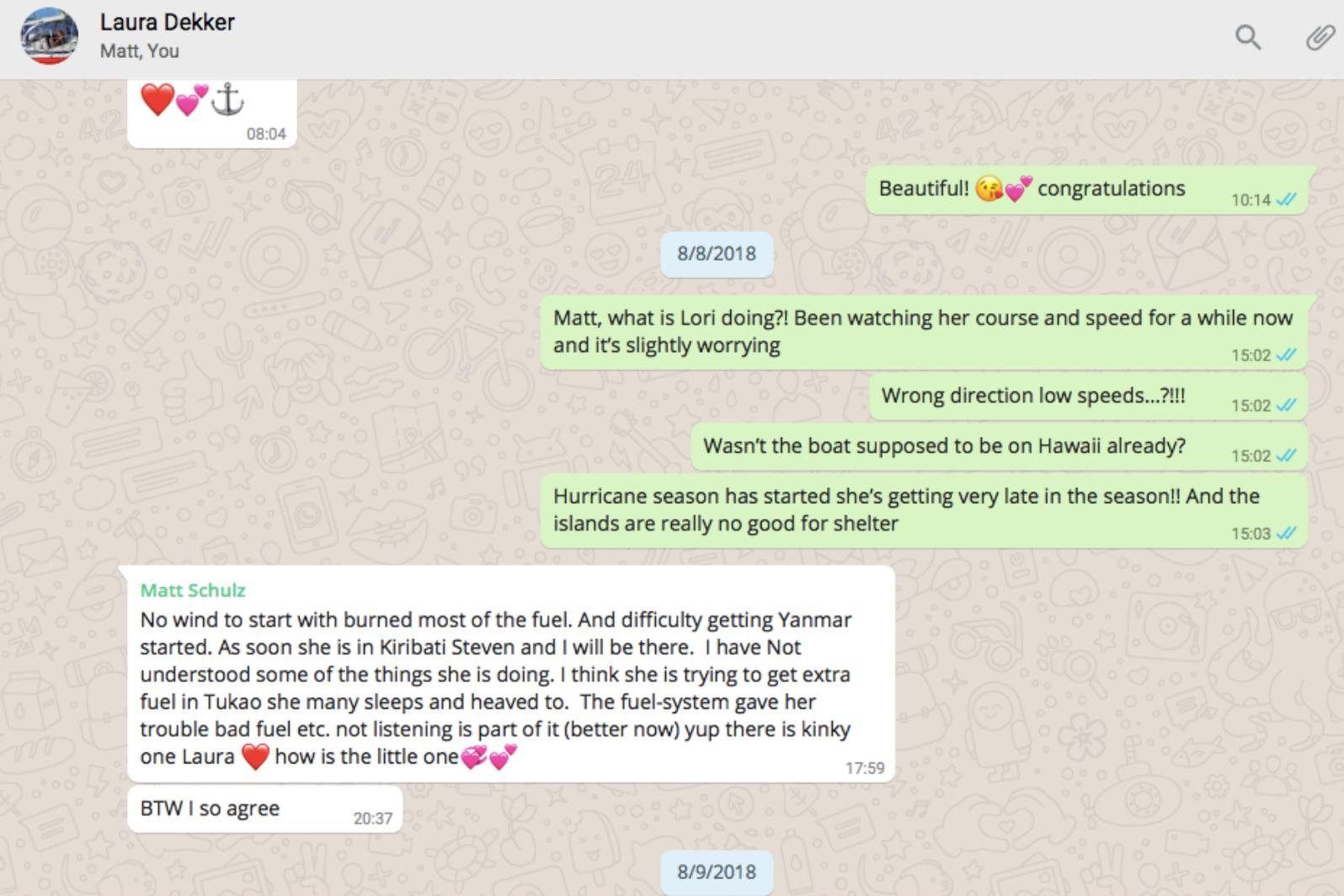
JUL 19TH, 8:35PM



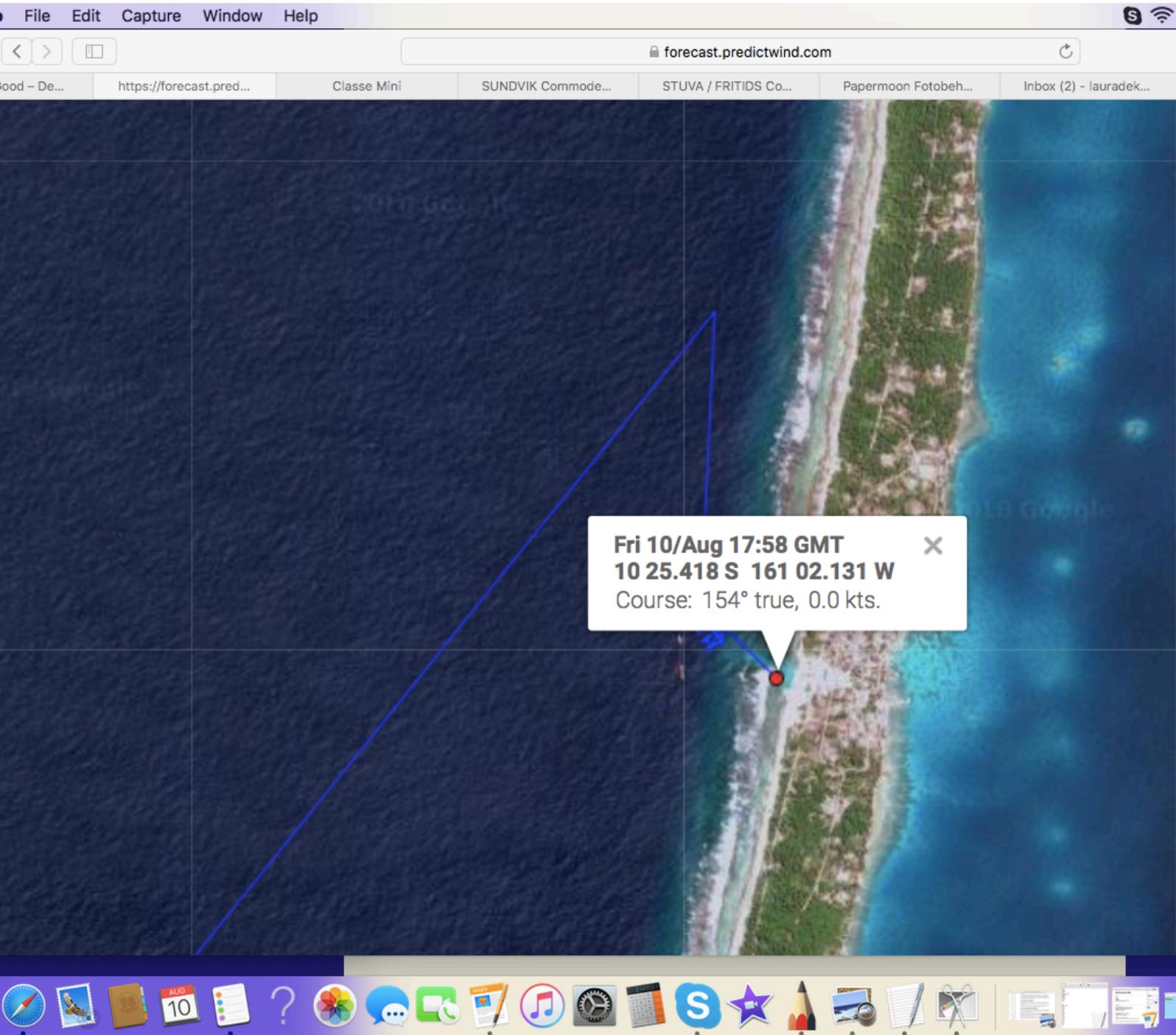
I understand. Month 7 already! Due to delays Britta can't keep sailing. She has to fly back to work. The school year is starting soon and she is the athletic director for a high school with over 1,000 athletes. She already took four extra weeks off. She doesn't want to go back to work. She started playing the Uke and decided the South Pacific is where she wants to be. She'll be back on her boat.

8th of August 2018 - Getting seriously concerned watching the tracker of Guppy and questioning Matt about it:





On the **10th of August** Guppy's tracker appeared to have moved on the reef. I tried to contact Matt & Lori.





Laura Dekker
Matt, You



maintenance, engines etc.. This is very very bad for Lori and the boat 08:33 ✓✓

She could sail to Tahiti (preferably with someone else) and wait out the current hurricane season 08:33 ✓✓

Matt Schulz
Steven and I will do this 08:38

We can talk when I am back in USA Thursday or Fr 08:38

Ok, but neither of you have much ocean/hurricane season experience - sorry but the Atlantic crossing is a very different piece of cake then this 08:40 ✓✓

8/10/2018

Matt please Tell me what is happening with Guppy it looks like she's on the reef!!! 20:26 ✓✓

I've been watching the tracker closely because she moored in a horrible spot! And now it looks like it's on the reef..?! 20:28 ✓✓

It's also a breach of our contract.. this is NOT a safe mooring! Not trained crew to sail the boat... I'm very scared for her 20:55 ✓✓

Matt Schulz
Making arrangements to get over there now - she got slightly injured that's all I know we asked her to leave yesterday 21:01

Send u a mail 21:45 ✓✓



Laura Dekker
Matt, You



Send u a mail 21:45 ✓✓

Matt Schulz
G will be off in a few high tide as well 21:51

8/11/2018

? 07:04 ✓✓

Matt Schulz
They put boards under the hull to protect her when pulling her off several boats are stand by 07:06

Also Werner is meeting me in Kiribati to sail to Hawaii - he has sailed around all those islands & has 22,000 miles all over the world. I am not sure if you read my sailing bio that's besides the point. Like promised I will take care of her I am not in a hurry. I let you know specifics as soon as I know them. 07:22

YESTERDAY

Matt Schulz



You can read the mail I send on page 20.

On the 11th of August Matt wrote. "I'm not in a hurry" What!?! My boat is on a reef and you continue to party like nothing is happening and even tell me your not in a hurry?!

From the few cryptogrammic messages I forced out of Matt and Lori I could kind of make out Guppy had actually stranded, but they had still not told me this.

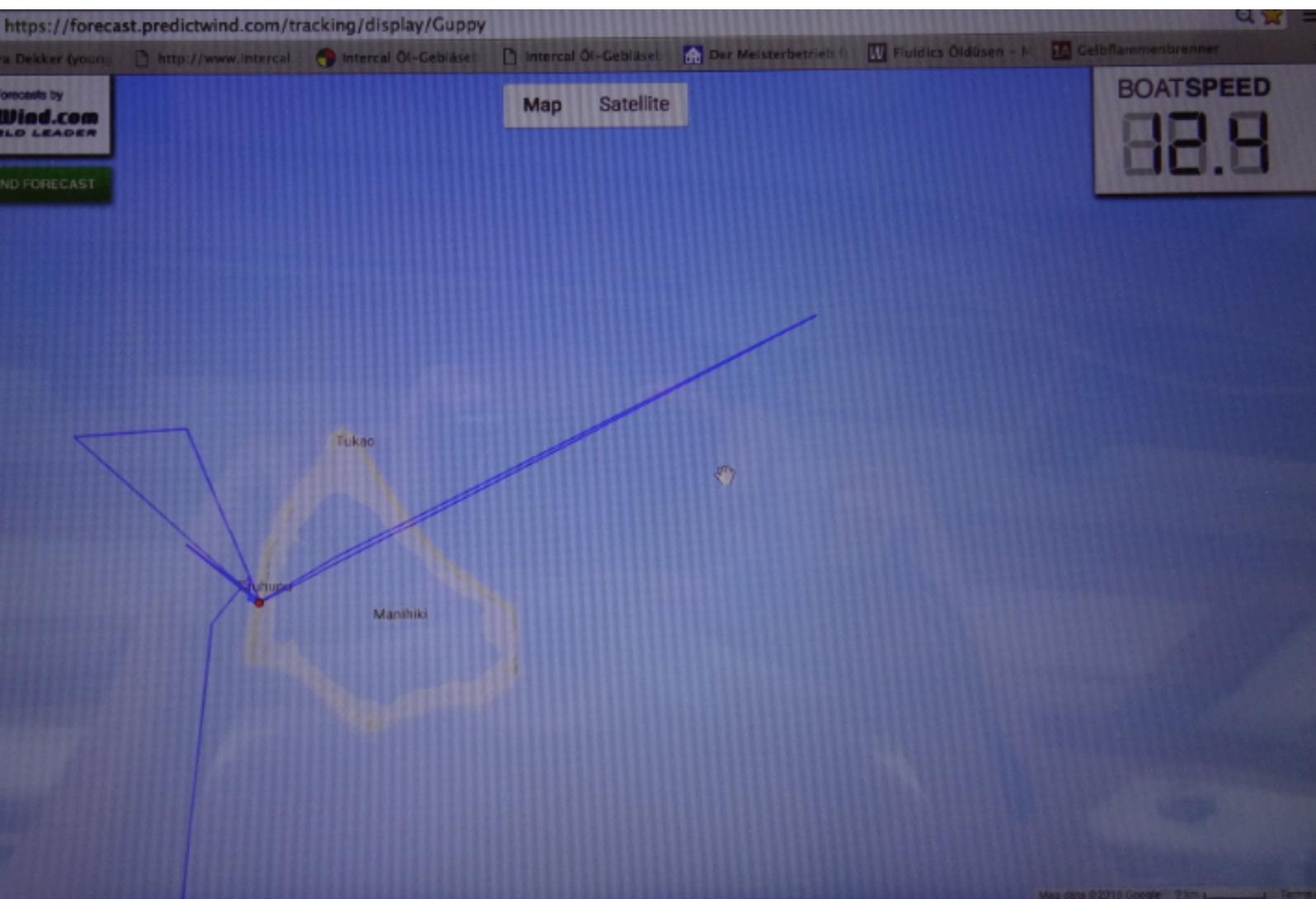
They also never did put any boards under the hull as can clearly be seen on the picture's. Besides pulling her off with boats won't make sense because pulling with a boat that has a 100hp outboard (which is unlikely on fishing boats on that Island) it will pull a maximum of 500 kg.

The only thing that really would have made sense is putting out anchors from the boat and using the winches to pull her off.

This way even a ten year old would be able to get Guppy of using the spare anchor that could be brought out with the dinghy and then winching her off.

A ten year old could easily pull 6tons this way. The first days Guppy was half floating between the coral with her nose forward towards the sea, this was a very easy position to get Guppy off.

But at that time I had no idea of how Guppy had initially been laying on the reef as I had no photo's and LifeSail wasn't telling me anything. If they would have just told me I could have told them how to get her off as it was fairly easy to do so in the beginning with gear that I knew was on board Guppy when they left New Zealand!



But then suddenly I saw the tracker on the move again:

With a speed of 12.4 knots pretending Guppy was out sailing around the Island!

I couldn't believe my eyes, why would they take the tracker off the boat and go out on another boat to make us believe Guppy is still moving?!

This is when I went over to mail contact and also decided to forward my mails to LifeSail to my lawyer Peter de Lange as I was beginning to get a very nasty feeling about the things I was or rather wasn't receiving until now. No answers or very vague answers, leaving me completely out of the picture while the boat that I had poured my heart and soul into was being ripped to pieces!

Fri, Aug 10, 2018, 9:45 PM

Laura Dekker

to Matt, Peter

Dear Matt,

Since Guppy has left New Zealand I've been watching the progress of boat and crew, getting more anxious and nervous everyday. I have repeatedly tried to find out what has been going on, give advise and warnings in mails, messages and calls. To little sail making the boat roll causing Hartmut a broken rib, sailing to several islands for no good reason causing her to end up in the North Pacific during hurricane season!! These are just two examples of many.. Now Hartmut has left the boat (as I understood not completely voluntarily and certainly without my knowledge nor discussion) It was from the beginning the spoken agreement that Hartmut will sail Guppy from New Zealand to Los Angeles. Not you, nor Lori! I understand unexpected things can happen, however I find it very un responsible to let someone sail Guppy single handedly who has very little ocean sailing experience.

Guppy is currently crewed by an un-experienced person (in this area of sailing)
Guppy is already in the North Pacific Hurricane season and so unable to safely continue to Hawaii
Guppy is currently moored in one of the unsafest places possible.

These are all breaches of our contract see clause 2.1 , which are your responsibility Clause 2.2
I'm seriously considering taking legal action to have her back.

I order you that Lori will set sail to open sea immediately for the safety of Guppy. This will be the safest place for the moment. She should continue to the closest safe harbour were we can resolve this situation.

I'm expecting a confirmation of this mail and that you will take action - this mail is also cc'd to my lawyer.

Best Regards,

Laura Dekker



Fri, Aug 10, 2018, 10:09 PM

Matt Schulz <matt@lifesail.org>

to me

Received

Matt Schulz

LifeSail™ | President & Founder

818-424-7245 | matt@lifesail.org

Panay Way, Marina del Rey, CA 90292

www.lifesail.org | [Watch Our Videos](#)

This is the entire answer I got back “received”

Facebook Message to Lori while she was online.

AUG 11TH, 4:04PM

Hi Lori, on the tracker I saw guppy laying in a strange spot and tried to get some info from Matt. He's not telling me much but I'm guessing the situation with guppy is very bad.. are you ok? Physically and mentally? Could you please tell me what happened and is [redacted] happening? I'm very concerned about you and the boat. Also any pictures of the area and guppy would be helpful (I know that if she's indeed on the reef these won't be pretty) it [redacted] would give me a good overview of the situation. Really hope you are ok - with love Laura

I received no answer on this and wrote the following mail to Matt:



Sat, Aug 11, 2018, 7:42 AM

Laura Dekker

to Peter, Matt

Dear Matt,

I understand Guppy is indeed laying on the reef in Tauhunu.

Since this will become a legal procedure (a boat can't be on a reef without serious damage!!)

All other conversations from this moment will continue over the mail and will be cc'd to my lawyer.

I won't consider WhatsApp a valid way off communication in this situation.

I'm expecting a confirmation of this mail as well.

Kind Regards,

Laura



Aug 11, 2018, 7:54 AM

Matt Schulz <matt@lifesail.org>

to me

It's on a soft reef covered in part with sand, that's what I know at this time.

I suggest we wait to get more info on this before rushing into anything.

Matt Schulz

Note from Laura: A soft reef?! Why haven't I heard of those before?
And no rushing!!



Aug 12, 2018, 12:34 AM

Matt Schulz <matt@lifesail.org>

to me

Just got an update: Hull is protected with plywood, waiting for an update in about the next hrs. She looks fine so far.

Diver retrieved anchor and part of rode. She was just leaving to get the anchor up when coral cut rode.

Plan for French Polynesian islands.

Rest later

Note from Laura: Besides the fact of anchoring on an impossible spot, why would you leave out rope when anchoring around coral!! There was 45m of 10mm chain on the main anchor and more 10mm chain on the spare..
Also as can be clearly seen of the photo's there was no plywood under the hull.



Aug 12, 2018, 9:39 AM

Laura Dekker

to Peter, Matt

Dear Matt,

There's no such thing as soft reefs.. and even if it were sand any boat even a steel one will get so structurally damaged from laying on it a couple of days that it will be a total loss!

Any boat anchored near a reef is in very great danger! Especially when not in a protected area, once a boat touches a reef on open ocean it will be structurally damaged within hours. Guppy has been here for days now. She may look fine from the outside but it's impossible that she's isn't already so far structurally damaged that she could survive this.

How can anyone end up on a reef that is hauling up an anchor and has the engine running ready to leave?!

It's already clear to me that you haven't been telling the entire truth or even lies for a longer time now.

Stop telling me things that don't make sense and tell me the whole truth.

This letter is also cc'd to my lawyer.

Regards,

Laura

Aug 13, 2018, 10:02 AM

Laura Dekker

to Lori, Matt, Peter

Dear Lori,

Since you are ignoring my previous letter in which I ask you to clarify the situation with Guppy I've been forced to send you this official letter.

I hope you are aware of the fact that as the official captain of the Guppy you need to inform the owner - in this case me - of anything that is happening to boat and crew. I've loaned Guppy to LifeSail for an undefined period, however the boat remains my possession.

So far I've not been given any updates from you directly which makes you very wrong by law, I tried to find out how you and Guppy are doing, and you have clearly ignored this.

I'm writing this to inform you that as captain of the boat these have been your responsibilities.

Any knowledgeable sailor would know that anchoring where you did is absolutely impossible!

This letter will also be send to my lawyer and to Matt Schulz.

Regards,

Laura Dekker



Aug 13, 2018, 4:20 PM

Matt Schulz <matt@lifesail.org>

to me, Lori, Peter

You may not have known this, but communication with Lori is limited and generally happens sporadically. All communication should go through me. I will forward your email to her in case she has not received it. What I know at this point is that Lori had 13 stitches on her forehead. I have talked to her, she is devastated with what happened but in good spirits.

Lori will give a full written account of what happened. See my previous email re why this happened.

I am truly sorry for the aggravation this is causing you. It is beyond words.

Right now, we are focusing on a solution to the problem.

Hull is fine, has scratches under the Stb. WL. Right now she is resting on Pt. side on plywood secured with lines.

Skeg is broken at the bearing and rudder is bent toward Stb. at that area.

I am waiting for specific pictures. I will give you procedural details as information is available to me.

Guppy will be properly repaired. I will take care of her.

I will keep you informed as to how we proceed asap.

Thank you

Matt

[More lies since I have now phone and mail contact to the people on the Island every day.](#)

Aug 13, 2018, 4:31 PM

Matt Schulz <matt@lifesail.org>

to Jim, me, Peter

Jus received:

Cook Island Officials are notified and a network between boats and ships are established to pool resources. There are ships in route with additional resources.

I let you know ASAP

[I never did see a statement that the officials where actually really notified. And there is also no evidence that ships were called for help.](#)

Then I finally did hear something from Lori

web.whatsapp.com

Lori Kallestad

8/14/2018

Messages you send to this chat and calls are secured with end-to-end encryption.

Hi Lori, please let me know how you and guppy are... 😞 19:49

WEDNESDAY

Laura, I'm truly and utterly sorry....I know sorry doesn't even begin to express my concern for you, Guppy and what you both represent. I am and was doing everything I could to share your story via Guppy across the South Pacific via tours and videos.

My access to internet is extremely limited, I did not see any of your messages until late yesterday evening.

We are in the process of saving Guppy from sun up to sun down each day. Know that Guppy is bringing a whole community of faithful selfless people together. I have so much to share with you - right now I need to concentrate on Guppy. My physical injuries are healing but my heart is heavy and my prayers are for you and your family. I know how much you have invested in her and I've seen first hand the impact she has on young sailors and adults.

Trusting God's provision each and everyday as Guppy is rescued. 03:34

I had been calling and writing people by mail on the island. There is a well established mobile network, however no 4G. Also Lori was often online on facebook and even posted messages. I repeatedly got the excuse that they couldn't contact me because of the internet, however I had very clear indications that there surely was enough communications available to let me know what was going on!

However contact to people on the island got much more difficult from the moment Matt arrived, they seemed less willing to give me information about Guppy.

Below are a few facebook posts Lori made during the time of Guppy's stranding:

Looking happy as if nothing happened.. This hurt me deeply. No time to send me a photo but enough to do a happy island post..



lorikallestad

📍 Manihiki

7 days ago 54 likes 0 comments

This little one steals my heart every time she greets me. She has such a sweet soul. ❤️ She likes to play fishing with pots and pans. #southpacificsoul



lorikallestad

📍 Tauhunu Village, Cook Island...

8 days ago 100 likes 7 comments

Just a quick update for friends and family. I'm not in Hawaii or anywhere near the hurricane. I'm still in the South Pacific in the Cook Islands. A local gifted us yellow spotted trevally for dinner.

Timeline Recent

Lori Kallestad is in **Tauhunu Village, Cook Islands.** 4 hrs · 🌐

Just a quick update for friends and family. I'm not in Hawaii or anywhere near the hurricane. I'm still in the South Pacific in the Cook Islands. A local gifted us yellow spotted trevally for dinner.



👍❤️👍 28 4 Comments

Like Comment

- Kristie White Romero** I have been worried about you!! Glad to read this update !!
Like · Reply · 4h
- Donna Towler** Had dinner with Samantha Roach and Tim Roach tonight and was talking about you and the fact your are headed to Hawaii. Glad you are not there yet. Stay safe and enjoy your journey! Hugs!!!
Like · Reply · 3h
- Jamie Assad Wells** Been thinking of you so much! So glad for the update.
Like · Reply · 27m · Edited
- Laura Dekker** This a very rude update.. 😞 How can you be so negligent to the fact that you've stranded Guppy to a total loss and that's why you've been on this island for three weeks now..



Left sidebar with various social media thumbnails and text snippets:

- en air and the sea. - it
- ornia nesota
- Elizabeth Fish
- Hartmut Eggert 1 new post
- Greg Kimbrough
- View

Right sidebar with a list of user avatars and names:

- YOUR
- L
- CONT
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- J
- M
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- S
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- S
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August 19th 2018



Aug 19, 2018, 11:17 AM

Laura Dekker



Dear Matt,

I received a WhatsApp message from you yesterday: see attachment - since I asked you to write me over the mail instead of WhatsApp I will tell you again that I won't consider WhatsApp a valid way of communication in this legal case.

It's been days again since I've heard any updates **from you** on Guppy - I haven't seen any picture's or a damage report even though she's been on the reef for over a week now!! You send me a very unclear WhatsApp message about celebrating your daughters wedding!? I find this very rude! Do you even realise how much Guppy means to me?! How it must feel for me to sit on the other side of the world knowing she is waisting away on a reef and not getting any information from you!!

This mail will also be forwarded to my Lawyer.

No answer on previous mail -

August 27th 2018



Mon, Aug 27, 2018, 10:02 AM

Laura Dekker

to Matt, Peter, Lori, ricknjus, Hartmut, Matt, info, nancio

Dear Lori & Matt

Not sure what you are both trying to keep secret from me and hide - but by now it's clear that there's something you are hiding. Guppy has been on the reef for over two weeks now and with lots and lots of effort, time and money to call around on my part I have found out bits and pieces of what's happened and going on.

No updates from you! It's like having a child die overseas and no one telling you what's happening!

I have several recordings of conversations with People on Manihiki telling me about Guppy on the reef - if you don't send me some photo's VERY soon and also a full accident report, damage report and plan of action I will publish these recordings plus all of the info I have gathered so far. It won't be pretty for either of you personally nor for Life Sail!

It takes a lot to get me angry, but you've both managed - ignoring my warnings and therefore ending up on a reef is one thing, we could have talked about plans and what to do - but being treated like this is absolutely outrageous!

This mail & all the recordings will also be forwarded to my lawyer.

Laura Dekker



Tue, Aug 28, 2018, 12:16 PM

Matt Schulz <matt@lifesail.org>

to me

Very bad internet

Please do not call Justine again. Her whole family (including kids, husband and grandkids) have the flu/ vomiting and her husband just came home from the hospital.

She was our best ally in the council meeting, besides she is also very ill on top of all this.

I will give you an update after we have retrieved Guppy. - The council meeting will be tomorrow.

Matt

Matt found out one of the sources of information I had on the Island. And pretend they are ALL suddenly seriously sick and I'm not allowed to contact them anymore.

They keep promising to give updates, yet already weeks later I haven't actually had a serious update from LifeSail/ Matt & Lori.



Tue, Aug 28, 2018, 10:42 PM

Laura Dekker

to Matt

Dear Matt,

Apparently good enough internet to write a mail - and so be able to send over accident and damage reports as well as insurance details..!

We don't need to call around again, we've got enough information to proceed.

By now I've got a pretty good damage report, I won't hesitate to publish it.

What game are you playing.. Who do you think your fooling?!

It's very sad to say the least that things need to go this way - I did not expect such a treatment from you :(

Kind Regards,

Laura Dekker



Aug 29, 2018, 2:01 AM

Matt Schulz <matt@lifesail.org>

to Jim, me

Laura, you should know that I am not playing any games.

Lori send an update to you also we are in the middle of the rescue effort.

I highly suggest to hold any comments public or otherwise until you have all facts.

Thank you

Matt

From all information I had collected so far I already knew Guppy was a total loss.
So it's a lie saying they are still in the middle of a rescue effort.

This is the "update" Matt talked about. The first time I've had a little bit of real info and these are the only photo's I ever received from LifeSail from Guppy's stranding. This is also the last time I heard something from Lori.

Aug 29, 2018, 2:01 AM

Lori Kallestad <lori@lifesail.org>

to me

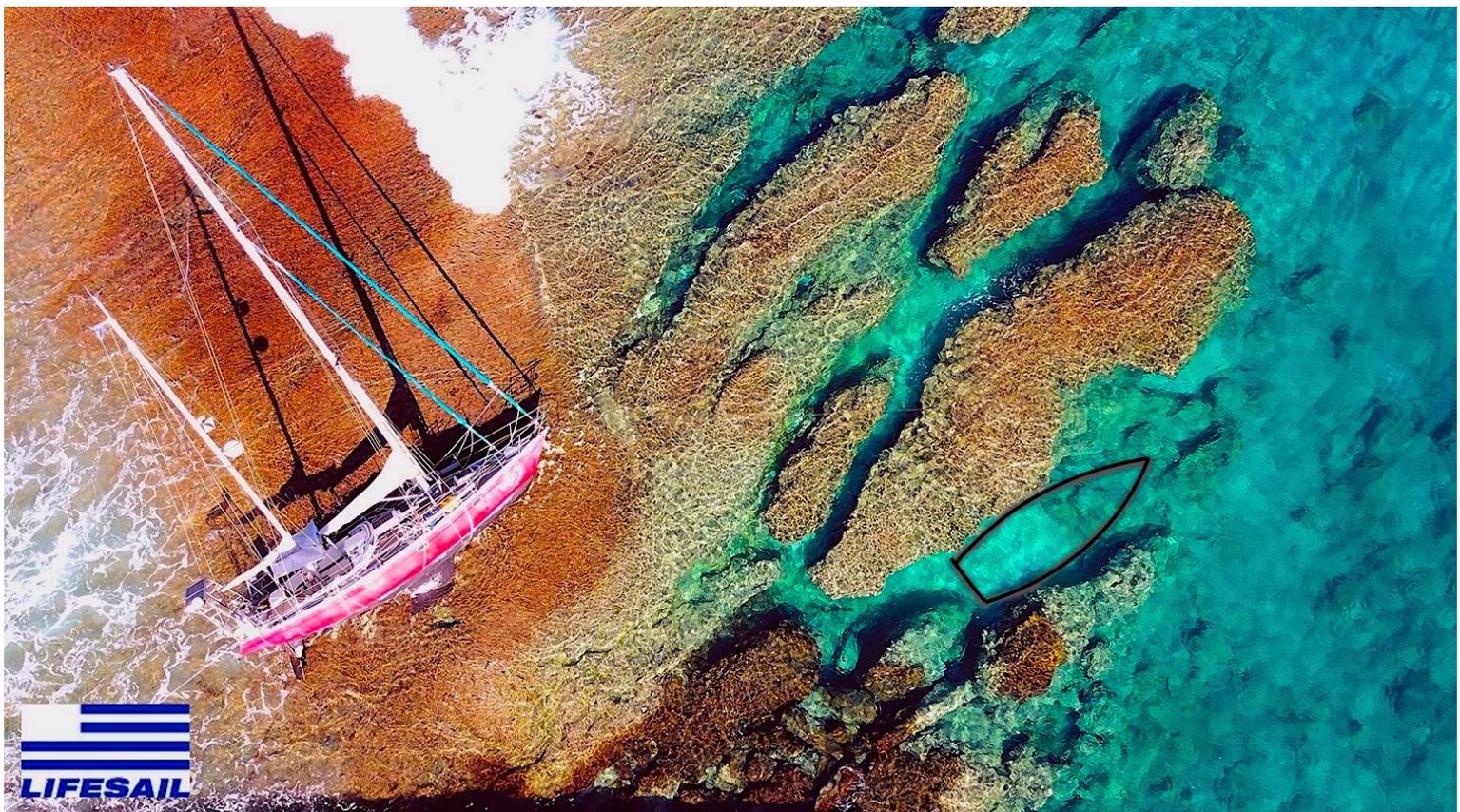
Hi Laura,
Matt arrived safely. Our focus from day one has been and is on all the logistics of rescuing Guppy. Everything needs to be handled delicately with the government system here.

The squall that severed the anchor rode pushed her onto the reef. You can see from the sky point of view where she was and where she is now. She is on the coral keel down. She slid keel down during a high tide with heavy surf at night.

I've included two additional photos showing how she is sitting and how the coral has damaged the hull.

The board has required me to let them handle updates on behalf of LifeSail moving forward.

Lori





August 31st 2018



Fri, Aug 31, 2018, 8:48 PM

Matt Schulz <matt@lifesail.org>

to me, Jim

Laura,

Punctured Pt. hull. Could not see Stb. waves 3m ...

Still trying to rescue Guppy. Today we almost had her up trying tomorrow again. About 12 locals are involved and worked 12 hrs.

Suggest straighten the story much was reported incorrectly and assumed much.

Tks

Matt

Why would he be writing in cryptogrammic in a mail?! Only reason I can think of is that he wants to show this way to me that the internet is bad, which makes no sense..

Fri, Aug 31, 2018, 9:15 PM

Matt Schulz <matt@lifesail.org>

to me

Still working on recovery no internet last 2 days.

Matt reacting on reading my blog, I had by now published a blog about the total loss of Guppy from information I gotten from the Island people.

Now the LifeSail board took over and communications where between the board and me:



Fri, Aug 31, 2018, 8:47 AM

Jim Oates <jim@lifesail.org>

to me, Veronica, Alexis, Steven, Scott, Eyal

Dear Laura,

We are as concerned as you by the events surrounding Guppy, and want you to know we are making our best effort to save her. We know she was your first home, dear friend, and companion on your great adventure, and our hope has been for Guppy to reach a new generation through continuing that adventure. We still believe she will, and are deeply grateful for your donation of her to our program.

Given the remoteness of the island, communication has been difficult. Internet access is limited to a location far from the boat, and satellite connections provide small text messages with no pictures. We want you to know we consider you part of our extended family, and Lori and Matt's intentions have never been to keep information from you. In fact, they have been occupied only with the task at hand, which is to re-float and repair Guppy. Their focus on that goal is driven only by our commitment to take care of Guppy, as a treasured part of the LifeSail program.

We are working with the governments of the Cook Islands, Tahiti, and the Manihiki Council Members, who fully support our efforts at this time. Manihiki has limited resources, but also has beautiful and generous people. Unfortunately, many residents were off-island due to a national holiday when Guppy was first reefed, preventing the completion of the rescue while she was essentially undamaged and in a relatively good position on the reef.

Now that resources are becoming available, Guppy has been pushed by tide and current to a more precarious position, making it difficult to haul her without risking further damage. Matt has joined Lori on the island and is meeting daily with the Council Members to discuss their capabilities. They continue to vet plans together, as a community, while assembling resources. All with the goal of removing Guppy from the reef as carefully as possible, to protect both her, and the reef.

We know it is difficult to wait, but once Guppy is re-floated, she will be taken to Tahiti, Samoa, or Rarotonga, where she can be fully repaired. Until then, we are trying to give Matt and Lori the space they need to work with the local community.

We are sorry we have no more details at this time, but for those of us not directly involved in the recovery operation, pushing for more information from Matt or Lori, or the island's lovely people, will not help the work

that needs to be done. We will update you as we receive word, and if you have any further questions, please allow us to relay those questions by contacting the board members, here in the United States.

Guppy has a special place in our hearts. We never intended to hurt her. We were following our shared dream of inspiring others and spreading her story, and want more than ever to safely bring her to the states, so that she can become a companion and inspiration to other dreamers, especially to those facing adversity, just as Guppy is now.

We would simply ask, not to judge Matt, Lori or the team for any past decisions, but to judge us on our efforts to make this right.

Our sincerest apologies,

Lifesail Board

Matt is obviously not even telling the truth to his own board as they are still talking about refloating Guppy even though at this stage it was very clear that she was already a total loss.



Sep 2, 2018, 11:05 AM

Laura Dekker

to Peter, Jim, Veronica, Alexis, Steven, Scott, Eyal

Dear Life Sail board,

May I first say I find it strange to only hear from LifeSail now (three weeks after first reefing!) and also the first apology from LifeSail for what happened - still nothing from Matt.

I know for a fact that communications to Manihiki are pretty good, people on the island can be reached by phone and mail every day. I still haven't received an accident & damage report from LifeSail, I do consider this withholding information.

From the information I have gathered it's rather clear that Guppy is a total loss (several times) - Trying to repair her isn't a good idea.

Nor would it be a decision for LifeSail to make, since according to our contract the boat should come back to me even before the stranding as the contract was already broken then on several points. See paragraphs 2.1 , 2.3 & 3.1

I have attached the agreement to the mail for your reference.

This mail also be cc'd to my lawyer.

Kind Regards,

Laura Dekker

Following are a set of mails which were intended to be between the LifeSail Board members but where accidentally send to my lawyer in de cc as well.

September 2nd 2019

Onderwerp: Re: Guppy Status and Communication

Well at least she responded. Any thoughts on an appropriate reply, or do we just leave it alone at this time?

Sent from BlueMail

September 4th 2019

Sorry for the delay, we've had guests in over the holiday weekend.

I think we need to reply, but I'm not sure what needs to be said as we don't have further information at this time...anyone else have any thoughts? She's definitely talking to someone on island...has Matt been in contact with her at all?

That said, I think communication is the key with Laura, as that's one of her biggest complaints in knowing details on Guppy (and I think we as the Board should also be clear on what happened). Other than the email Jim shot her, has anyone spoken with her previously (just curious who has a relationship with her?)

If I'm not mistaken, I think LifeSail's goal is to get the boat somewhere to be fully assessed, and repaired... but based on Laura's statements, and the media articles I've seen online, she thinks isn't possible.

LifeSail should have a plan of action...what happens if she isn't repairable...any thoughts? And a question for you sailors that know boats/costs/seaworthiness, what would make Guppy a loss (or are we leaning toward she may likely be a loss?)

A few questions from me....can we get a copy of the insurance documents...does anyone have that access?

I think for peace of mind for LifeSail, we should have an internal investigation done, so we all know what happened and why....any word why Guppy was so off-course, sailing where she was?...And how is Lori doing?

Lastly, I'm thinking we need to get some advice from an attorney...does anyone know of anyone LifeSail can speak with pro-bono regarding the contract and the situation? (I'll be speaking to a friend of mine in the morning, but this wouldn't be one of her areas of expertise.). It sounds like Laura wants Guppy back...and possibly financial compensation?...Is this what we're thinking (or is that my own thought?). There are definitely some angry folks chiming in on her blog that are suggesting she seek the legal route (and she cc'ed her lawyer), so we need to try to keep the peace with her. So just in case, Steven do you know what other insurances LifeSail has?

A true mess, but one I know LifeSail can weather. That said, as the Board, we should all have a clear picture of what happened A-to-Z, know where we're at presently and have a plan to set things right.

Warm regards,
Alexis

September 4th 2019

I can try to answer what I know below:

On Tue, Sep 4, 2018 at 1:13 AM Alexis Brown <brown.alexis@gmail.com> wrote:

>

> Sorry for the delay, we've had guests in over the holiday weekend.

>

> I think we need to reply, but I'm not sure what needs to be said as we don't have further information at this time...anyone else have any thoughts? She's definitely talking to someone on island...has Matt been in contact with her at all?

- *No idea how to reply, but maybe it would help for another board member to reply all and just address the points she raised about communication*

- *So far as I know, only brief contacts with Matt. Pictures and some data came from Lori. We have reports she has called island people, must be the source of the rest of the info.*

>

> That said, I think communication is the key with Laura, as that's one of her biggest complaints in knowing details on Guppy (and I think we as the Board should also be clear on what happened). Other than the email Jim shot her, has anyone spoken with her previously (just curious who has a relationship with her?)

>

> If I'm not mistaken, I think LifeSail's goal is to get the boat somewhere to be fully assessed, and repaired... but based on Laura's statements, and the media articles I've seen online, she thinks isn't possible. LifeSail should have a plan of action...what happens if she isn't repairable...any thoughts? And a question for you sailors that know boats/costs/seaworthiness, what would make Guppy a loss (or are we leaning toward she may likely be a loss?)

- *Saving the boat has always been a long shot, and frankly was only even an option for the luck of the boat placement in the first few days after the initial incident. Now, based on my latest brief conversation with Matt today, it is a total loss at this point. Even if you could overcome the logistical issues of delivery of adequate material, tools, and equipment, the boat would have long been abandoned by any other owner. The points Laura raised, all though not all true 7 days ago, are essentially correct at this time.*

>

> A few questions from me....can we get a copy of the insurance documents...does anyone have that access? I think for peace of mind for LifeSail, we should have an internal investigation done, so we all know what happened and why....any word why Guppy was so off-course, sailing where she was?...And how is Lori doing?

- *Steven found the insurance docs, and I will forward after this email*

- *Guppy was on course, she was just not on schedule. I believe Laura has made some statement that Guppy wasn't where she was supposed to be, and I think that is somewhat inexperience speaking. Guppy was between New Zealand and Hawaii, making her way East before crossing the trades. I think the big question is why the crew lingered so long in the south central pacific. There is a long answer and a short answer, but I mostly have to lay fault on the crew. All though that leads then to the understandings between LifeSail and the chosen crew, which I know very little about.*

>

> Lastly, I'm thinking we need to get some advice from an attorney...does anyone know of anyone LifeSail can speak with pro-bono regarding the contract and the situation? (I'll be speaking to a friend of mine in the morning, but this wouldn't be one of her areas of expertise.). It sounds like Laura wants Guppy back...and possibly financial compensation?...Is this what we're thinking (or is that my own thought?). There are definitely some angry folks chiming in on her blog that are suggesting she seek the legal route (and she cc'ed her lawyer), so we need to try to keep the peace with her. So just in case, Steven do you know what other insurances LifeSail has?

- *I agree she seems to want her back, which makes no sense given the situation and condition. I don't know anyone that has specialty in this area. Under normal circumstances, to move a foreign flagged vessel to a US flag, the following would need to occur*

- *seller/owner import to US and pay US duty(regardless of physical location)*
- *seller secure release of vessel from foreign flag nation*
- *bill of sale submitted to Coast Guard*
- *buyer document as US vessel*

I think to proceed we need to understand exactly how LifeSail moved from the contract Laura sent us to the US Documentation being registered to LifeSail. That's a point I'm still unclear on from conversations with Matt.

>

> A true mess, but one I know LifeSail can weather. That said, as the Board, we should all have a clear picture of what happened A-to-Z, know where we're at presently and have a plan to set things right.

- I've been convinced the only real hope of fixing the Laura issue was to save Guppy. It is clear to me now that will not happen, so I have no idea how to proceed with her. I agree we should understand what E&O insurance is available, if any, because even if Laura has no legal claim to the boat, she can still pursue LifeSail and we will need to be represented in that case.
- As far as setting the future of LifeSail right, it of course will be without Guppy. My question for all of you who have been with LifeSail from before Guppy is how will the loss and related press effect the success of operations and the ability to obtain donations?

Along with the mails accidentally send to my lawyer also came a copy of the insurance policy, which clearly states the vessel needed to have **three** experienced crew onboard! During the stranding there was **only one person sailing Guppy which wasn't even experienced in ocean sailing.**

OCEAN MARINE INSURANCE

Policy Declarations Page

Name of Insured and Mailing Address:
 MATT SCHULZ / LIFESAIL
 15523 VALERIO ST
 VAN NUYS, CA 91406

Policy Number: 8080072-01

Policy Type: NEW BUSINESS

Your Broker/Agent:
 ARROWHEAD GENERAL INSURANCE AGENCY INC
 2548 CAMPBELL PL
 CARLSBAD, CA 92009

Policy Period: (mm/dd/yy)

From: 4/30/2018 **To:** 4/30/2019

12:01 a.m. Standard Time at the Postal Address of the named insured as stated herein.

In order to renew coverage for the policy period above, the

premium must be paid by the Insured by 4/30/2018 otherwise coverage expires on 4/30/2018.

Loss, if any, payable:

DESCRIPTION OF PROPERTY COVERED

| Hull Insurance | Manufacturer | Length | Hp | Year |
|--------------------------------|----------------|--------|----|------|
| Insured vessel including motor | JEANNEAU | 41 | 40 | 1978 |
| Tender | MARINER | 9.6 | | 2017 |
| Auxiliary Motor | MERCURY MARINE | | 6 | 2009 |
| Trailer | | | | |

COVERAGES (Insurance is provided only for those coverages for which a limit plus a premium charge is shown below)

| | Limits | Deductible | Premium |
|----------------------------|-----------------------------|------------|---------|
| Insured Vessel | \$76,000 | \$2,280 | \$3,975 |
| Navigational Electronics | Incl. | \$250 | Incl. |
| Tender | \$2,500 | \$250 | Incl. |
| Auxiliary Motor | \$1,600 | \$250 | Incl. |
| Personal Effects | \$18,000 | \$50 | Incl. |
| Protection & Indemnity | \$1,000,000 | \$0 | Incl. |
| Emergency Vacation Expense | \$100 per day up to \$1,500 | \$0 | Incl. |
| Medical payments | \$10,000 | \$0 | Incl. |
| Accidental Death | Up to \$10,000 | \$0 | Incl. |
| Trailer | \$0 | | |
| Uninsured Boater | \$500,000 | \$0 | Incl. |
| Boathouse | \$0 | | |
| Spill Liability | \$939,800 | \$0 | Incl. |
| Emergency Towing | \$1,000 | \$0 | Incl. |

FORMS/COVERAGES:

Policy Form : PREMIER MARINE SKIPPER'S CHOICE POLICY FORM SCF-L (REV. SEPTEMBER 27, 2017)

OTHER CONDITIONS/ENDORSEMENTS: FORM #MHHA (REV. AUGUST 14, 2015) - HOLD HARMLESS AGREEMENT; FORM #VPA-1 (REV. JAN 28, 2013) - VESSELS PURCHASED ABROAD ENDORSEMENT FORM EXT-1-WS (REV. JANUARY 28, 2013) - WINDSTORM DEDUCTIBLE ENDORSEMENT; *A MINIMUM OF 3 EXPERIENCED CREW MUST BE ONBOARD DURING THE TRIP. *SUBJECT TO NO ABSENTEE OWNERSHIP. NAVIGATIONAL LIMIT FORM CA-1 - WITH NAV EXTENSION AS PER THE ITINERARY (NEW ZEALAND, FIJI, AMERICAN SAMOA, HAWAII, TOKELAU, JANIS ISLAND, KIRIBATI, NAPARI, BAKER ISLAND.). TRIP FROM NEW ZEALAND TO MARINA DEL REY, CALIFORNIA VIA THE ABOVE ITINERARY.

THIS POLICY CONTAINS A CLAUSE(S) WHICH MAY LIMIT THE AMOUNT PAYABLE.

Effected with certain Lloyd's Underwriters (hereinafter called the Insurer) through Premier Marine Insurance Managers Group (USA) Inc., under Contract No. PM500 B0750RNAFB1702185

Countersigned


 Authorized Representative

PREMIUM: \$3,975.00

Eamed)

(Policy fee plus \$50 premium

Screenshot

September 6th 2018

Matt apologises after I explicitly asked him to do so, but why can't anybody just tell me what is going on with Guppy!!



Thu, Sep 6, 2018, 2:23 PM

Laura Dekker

to Matt, Peter, Lori, info, Alexis, Veronica, Steven, Scott, Eyal, Jim, Hartmut

Hi Matt,

It's been 4 weeks now since Guppy's stranding and even though you've promised a few times to give me an update I have still not heard anything from you on whats happening and going to happen! Nor have I heard an apology from you for what you both have done to Guppy! You know how much she meant to me, and how dearly I have treasured this boat for the last 8years... :(

Regards,

Laura Dekker



Thu, Sep 6, 2018, 10:56 PM

Matt Schulz <matt@lifesail.org>

to me

Laura,

I am deeply sorry. And i am heartbroken over the events. The delay in my communication is not out of lack of concern or sorrow. I'm just overwhelmed. Please know that i work everyday on Guppy (nobody is allowed to work on Sunday) and with some of the Manihiki island community leaders. I know you treasure Guppy and i know she meant a lot to you. I am very proud of you and your accomplishments and my intention was never to hurt her or you.

Sincerely,

-Matt



Fri, Sep 7, 2018, 4:28 AM

Jim Oates <jim@lifesail.org>

to me, Peter, Alexis, Veronica, Steven, Eyal

Laura,

We apologize for not responding immediately. Given your response, we needed to insure all members of the Lifesail board were able to voice opinion. You have reasonable expectations to be updated, but we truly have limited contact with Matt or Lori on site. Their focus has been only on saving Guppy.

The board has reviewed your blog posts and the many responses you received. You are greatly admired and have achieved much. As an organization, we had hoped to do exceptional things with Guppy as well, but where you succeeded, we have failed.

Based on texts from Matt yesterday, we now agree she is a total loss; however we are waiting for the official assessment from the insurance company. This will take several days.

On behalf of Matt, Lori, and all of LifeSail, we each want to apologise to you from the bottom of our hearts. Please try to forgive us all for our collective failure to bring Guppy to California.

We have also read the emails you sent directly to both Lori and to Matt.

We would just like you to remember that Matt and Lori have worked as hard as humanly possible, and at times taken significant risks, to save Guppy. Many people, but particularly Matt and Lori, have made sacrifices to bring forth what they believed was a great vision of the service Guppy could make.

You are privileged to have been born with many great talents. Most people will never attain the level of impact you have made on the world, but there are those who have honestly tried. Matt Schulz is one of them. He has done this without personal ambition, but as a genuine way he believed he could be of service to others.

Perhaps judgement could be questioned, but never intent.

The board will make our best attempt to update you daily from this point forward.

Sincerely,

The LifeSail Board



Sep 7, 2018, 1:30 PM

Laura Dekker

to Jim, Peter, Alexis, Veronica, Steven, Eyal

Dear LifeSail,

It's very strange that contact to Matt and Lori is so limited because contact to the island is actually very easy, they have a good mobile and landline network and certainly good internet as the locals are on facebook and can mail everyday - several times a day to me.

I find it amazing that every time when I do receive a mail from you or matt it says absolutely nothing about what's happened and is happening to Guppy. You keep avoiding the actual point!

I've been concerned about Guppy and Lori's safety since Hartmut has left the boat in Fiji, since he was in my eyes really the only capable person onboard to safely bring Guppy to LA. I've send concerned mails going over into warnings since then - I've added the last contacts I've had with Matt about this before the stranding.

He ignored my warnings and never communicated clearly. If contact with me had been made immediately when she was first on the reef Guppy could have been saved as we have the knowledge to get her off. Especially in the spot where she initially grounded, it was a rather good place to get her off again with gear that is on the boat - no island people needed!! - this was possible in the first hours up to maybe a day, any boat that is on such a reef any longer than this will be structurally a total loss.

Kind Regards,

Laura Dekker

Sat, Sep 8, 2018, 4:29 AM

Jim Oates <jim@lifesail.org>

to me, Peter, Alexis, Veronica, Steven, Eyal

Laura,

I wish we could say what you wanted to hear. We have openly shared what we know, including your attorney in our communications. As an organization and individually, we have offered and continue to offer our sincerest apologies.

You've raised the point of communication on the island again. Matt and Lori don't have the same internet access as people who live there, and they walk to the one location available to them to purchase per MB internet access to compose email and texts on their phones. Your expectation for them to contact you more often is unfair, and you are not considering how difficult it is for them to connect.

I can personally appreciate wishing to have had a hand in saving Guppy. However, neither of us was there. There was no gross negligence nor ill intent on the part of any person who was.

I have had an opportunity to fully review the emails from both Matt and Lori to you. They have given you details, sent you pictures, and responded as well as they could. I disagree that they have not informed you, but also want to insure there is clarity on what has happened and is happening, so will summarize the information we have below:

- Guppy was anchored at Manihiki, only for the purpose of cleaning the propellers, sorting the continuing fuel filter and wing engine start problems, and to obtain additional diesel
- Overnight the anchor rode broke, causing the initial stranding, likely cut by coral when the wind shifted 180 degrees from the direction in which previously set
- The majority of islanders were traveling, leaving only a few people ashore and cruisers who were anchored with Guppy to assist in pulling her off
- Several large boats were involved, as were some equipment from shore, but they failed
- On approx. the 9th day, Guppy was pushed by a squall deep into a channel in the reef and was holed
- By the end of the second week, Guppy was 50% submerged
- At this time, she is fully submerged

- As of Tuesday, the recovery effort has become a removal effort

NEXT STEPS: Guppy will either be removed from the reef intact, to then be dismantled on shore, or she will be dismantled in place. In both instances the focus is minimizing damage to the environment, and all plans are subject to the discretion of the island council. In addition, we are working with the insurance company to secure a loss claim.

We are committed to updating you as best we can and will continue to do so.

Sincerely,

The LifeSail Board

Here they say the anchor rode broke overnight whereas on other places Matt said the anchor rode broke while Lori was leaving, like in his mail from August 12th.

Also they claim there where other yachts moored there which is nearly impossible and not the case at this time. However weeks later I did find a blog of a big yacht which had anchored there while Guppy was already on the reef, but they didn't stay long and had continuous anchor watch. Which was only possible because they weren't sailing alone!



Sep 8, 2018, 4:08 PM

Laura Dekker

to Jim, Peter, Alexis, Veronica, Steven, Eyal

Dear LifeSail Board,

The given information has many holes, is missing lots of information and is incorrect on many points, this certainly has nothing to do with bad internet. At this time it's no use to discuss specific points.

The way I have been treated has hurt me (and family) to a great extent emotionally but also my name sake and public status.

Now that it's officially confirmed that Guppy is a total loss - I do expect a concrete representation of the actions that will now follow within two weeks of this date, including a proposal for my loss of Guppy and damage.

As owner of Guppy I expect to be kept daily updated on the faith of Guppy with Picture's, video (where possible) and truthful information.

This mail has been written in correspondence with my lawyer, he will also be cc'd.

Kind Regards,

Laura Dekker

Sep 10, 2018, 4:55 AM

Jim Oates <jim@lifesail.org>

to me, Peter, Alexis, Veronica, Steven, Eyal

Laura,

We have tried to respond to each request you have made, even though you are not a part of LifeSail leadership. We have done that out of our admiration for you, and our gratefulness for your donation of Guppy to LifeSail.

You have made certain accusations and representations which are false. You leave us no alternative but to direct all future communication through your attorney Mr. Peter de Lange.

The LifeSail Board

Mr. Peter de Lange,

You have been copied on much of the correspondence between LifeSail and Ms. Dekker.

Ms. Dekker has made certain representations which are false. LifeSail has made no public statements in regards to Ms. Dekker regarding the loss of Guppy, and we have removed her likeness from our website.

For your reference and clarification, I have attached a copy of the fully executed and notarized Bill of Sale, dated March 22, 2018.

What is your position in regards to Ms. Dekker's claim of ownership of Guppy?

I look forward to discussing this matter, and hope to resolve any dispute amicably.

Jim Oates
Vice President, LifeSail, Inc.

Barendrecht, 12 september 2018

Dear Jim Oates,

Thank you for your e-mail with the Bill of Sale.

Of course 'Guppy' is owned by Laura. That will never change. That inseparable couple is in the hearts of hundred thousands all over the world. They have written history together and become legendary. In some way 'Guppy' is the first child of Laura. That child belongs only to her and of course to no one else.

Laura has more special dreams to realize. One of them she shared in full trust with LifeSail. Now it looks that trust is abused. 'Guppy' was in danger and naturally Laura was more than worried about her. But she didn't get the right and full information. And now there is no information at all and a total loss. That's really impossible. No contract can or will change that.

When you choose to formalise the current situation you've to look at the full picture. As you probably know the Bill of Sale was merely made up to get her US Documented. A foreign flagged yacht needs to get a cruising permit upon first clearing in the US. That requirement was based on the conversation from Matt Schulz with the United States Coast Guard. And only for that purpose there is that Bill. No one intended more of other. So that Bill has no more or other effects.

Enclosed you find the agreement made in november 2017. Because the lack of information, no safe mooring and so on, some of the paragraphs of the contract have not been fulfilled. In that case Guppy's ownership will return to Laura. In case of complete loss of the boat it is understood that any insurance money belongs to Laura. The other document (Donor of Guppy) states the same. In any case of any unforeseen distress, Guppy will go back to Laura Dekker as an owner. Besides LifeSail, Matt Schulz is personally responsible for her maintenance, and keeping her in good shape.

The conclusion is that Laura is exclusively entitled to all related to Guppy.

I hope I've answered your question to your satisfaction. I look urgently forward to get all the information and contact details to deal with authorities en insurance company.

Of course we can speak by phone, or skype. You also can come over to Holland to discuss the situation.

With kind regards,

Peter A. de Lange
Vos & De Lange Lawyers

19th of September 2018

Mr. de Lange

Thank you for your response. Out of respect for your position, and an abundance of caution, we have thoroughly reviewed all documents, and have been able to speak to Matt Schulz directly by phone to confirm his understanding of any verbal agreement he made with Ms. Dekker prior to the signing of the Bill of Sale.

The simple fact is Guppy is wholly owned by LifeSail, without reservation, and LifeSail is alone entitled to all insurance recoveries. We dispute any claim to the contrary, and are fully prepared to defend that position. Based on the documentation alone, we are clear on the outcome of any potential litigation.

Emotional attachments aside, vessels change ownership everyday, and Guppy is no different. For the sake of discourse I will outline a few points.

The USCG Bill of Sale was freely executed by Ms. Dekker, certified by a Federal Notary. Section 4 would have allowed Ms. Dekker to retain some interest in the vessel, and section 6 would have allowed Ms. Dekker to place a lien, limitation, or any other form of exception to the sole ownership of the vessel by LifeSail. Ms. Dekker availed herself of neither option.

Guppy is now a United States Documented Vessel. Any claim challenging the registered ownership of Guppy in US Federal Court would be referred back to the USCG Bill of Sale, which contains no reference to any prior contracts.

LifeSail is the named insured on the watercraft policy for Guppy. Any proceeds paid by the insurer would come only to LifeSail, and could be disbursed only at the discretion of the LifeSail Board of Directors.

In regards to the agreement of understanding between Ms. Dekker and LifeSail dated November 30th, 2017, assuming such an agreement were binding after her release of ownership via the Bill of Sale, the agreement would have terminated upon complete loss per section 3.2. Given **the vessel could not be moved and was naturally exposed to the forces of tide and sea**, as a practical matter the loss occurred at first grounding.

As of that time, Ms. Dekker would have sole salvage and repair liability, with no insurance interest, of a submerged vessel, damaged beyond repair, 1000 nautical miles from the nearest salvage operator.

Ms. Dekker should fully consider the implications for her insistence upon rescission of ownership transfer. Such a general release by LifeSail would likely be a significant burden to Ms. Dekker financially.

To be fair, Ms. Dekker is the one who took this aggressive posture, choosing to formalize the situation, as you stated, through legal counsel. Prior to these dealings, each of us on the LifeSail Board held Ms. Dekker in high esteem, and we regret where she has taken the matter.

In an effort to avoid further animosity or litigation, LifeSail would be prepared to negotiate a full, mutual and general release of all disputes, which might include apportionment of net insurance proceeds post salvage, less any value added by LifeSail to the vessel. Such an agreement would need to include additional non-disparagement and confidentiality language binding Ms. Dekker from any further attacks on LifeSail or any LifeSail officer or volunteer, specifically naming Lori Kalistead and Matt Schulz.

I believe such an agreement would be beneficial to all, and would address any understanding or expectation by either party.

I welcome your response, and we are ready to discuss the matter further. If necessary, we may speak by phone or Skype, and you are in kind welcome to travel to the United States to meet with the LifeSail Board of Directors or myself.

Sincerely,

Jim Oates
Vice President, LifeSail, Inc.
310-739-2924

September 26th 2018

From here on the conversations went between LifeSails Lawyer and Peter de Lange.

Russell F. Sauer
Direct Dial: 213-891-8244
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September 26, 2018

VIA EMAIL [plange@vdladvocaten.nl]

Mr. Peter A. de Lange
Vos & De Lange
Park Barendrecht
1e Barendrechtseweg 76-80
2992 XC Barendrecht

File No. 018307-0024

Re: LifeSail, Inc. and Ms. Laura Dekker

Dear Mr. de Lange:

We have been engaged to represent LifeSail, Inc. in connection with the dispute which appears to be developing between LifeSail and Ms. Laura Dekker concerning the sailboat known as "Guppy" which has apparently been lost on the Manihiki atoll in the Pacific Ocean. The purpose of this letter is to try and resolve this matter promptly.

While we do not believe it would be fruitful to the process to respond to all of the many mistaken suggestions contained in your email to Mr. Oates of LifeSail dated 12 September 2018 and the many false claims made by Ms. Dekker both in her emails to LifeSail and in her public statements, we do wish to make clear that the Guppy and all insurance proceeds which may be payable as a consequence of the loss are owned by LifeSail as a matter of well-established maritime law. Ms. Dekker went to the Consulate General of the U.S.A. in New Zealand on 22 March 2018 and voluntarily executed a formal Bill of Sale transferring title of the Guppy to LifeSail. While no one doubts the feelings Ms. Dekker has for the Guppy, a 100% ownership interested was transferred to LifeSail when she freely executed that document.

That having been said, LifeSail believes it would be in everyone's best interest to resolve these issues on mutually acceptable terms. Accordingly, LifeSail is prepared to pay Ms. Dekker the insurance proceeds it may recover, less those costs incurred by LifeSail in connection with its efforts to ready the boat for its planned trip to Los Angeles. In return for agreeing to pay these net insurance proceeds to Ms. Dekker, LifeSail will expect a full release of claims from Ms. Dekker along with a mutual agreement by all parties to a non-disparagement clause – a provision intended to put an end to the constant unfounded accusations regarding fault for the unfortunate fate of the Guppy.

Barendrecht, 27 september 2018

Dear Mr Sauer,

Thank you for your e-mail dated 26th of September 2018.

As your client much sufficient know by herself she has chosen to mislead my client Laura by let her signing a Bill of Sale for her own and sole registration and use of the vessel purposes and the actual interpretation of that Bill. In a formal way your clients interpretation could maybe be right, but that was ascertainable never intended by the parties involved. There are quite other agreements made - even personally with Matt - and those are still valid.

There were even already several breaches of contract by your client before Guppy landed on the reef.

According to Dutch law it is quite simple to destroy a Bill of Sale in cases like this and keep for example LifeSail, Matt and Lori fully personal responsible. I can imagine that's the same in the States.

If your client really think that she simple can refer to the text of a Bill of Sale, she's really mistaken. Moreover, it's also a very strange expression of gratitude for all Laura did to your client. Of course Laura is very sad about the unforeseen and unnecessary loss of her Guppy but also about the '(lack of) communications' of your client. Laura doesn't earn that at all, even not in case she should not be entitled anymore! Besides that, we have a lot of evidence related to the ignoring of warnings, advices and help from the locals and the presence of an incompetent and too small crew. In my words: your client made a total mess of the whole situation, from the beginning to the end and we can prove that quite simple.

For now it's a simple fact that there is the total loss of Guppy. So we have to deal with that fact and for the most look at financial compensations.

First of all: with reference to the insurance agreement it's quite uncertain that your client will get out any amount of it.

There are obvious several elements for compensation and settlement:

- the loss of Guppy, obvious not restricted to insurance proceeds (what if there are no proceeds at all?);
- to release (further) liability from your client, Matt and Lori;
- an agreement with a non-disparagement clause;
- to be quiet about the founded accusations and not to speak in public about the real causes of loss of Guppy;

- to give up her position en publicity with Guppy at your cliënt
- to get full rehabilitation.

I suggests your client offers a serious proposal regarding all mentioned elements within two weeks, so that I can advice Laura in a positive way.

I'm looking forward to your reply.

With kind regards

Peter A. de Lange
Vos & De Lange Lawyers

Barendrecht, 2 oktober 2018

Dear Mr Sauer,

With reference to my e-mail from september 27th I now see a quite recent blog from Lifesail:

<https://www.lifesail.org/blog/guppy-update-10-1-18>

I suggest your client withdraw this statement immedately until we have an agreement or we agree tot disagree.

If I don't get a confirmation of the withdrawal within 24 hours from now, Laura will feel free to publish the real facts.

In the meantime I remain,

with kind regards,

Peter A. de Lange
Vos & De Lange Lawyers

October 2nd 2018

Mr. de Lange:

Thank you for your email. LifeSail stands behind the facts and information contained in the blog post to which you refer. If there are specific facts that Ms. Dekker believes are inaccurate, please let us know so we can verify.

Obviously, LifeSail cannot control what Ms. Dekker says but she should be cautioned to stick to verifiable facts and facts about which she has personal knowledge and to avoid speculation.

Regards,
Russell F. Sauer, Jr.

Barendrecht, 3 oktober 2018

Dear Mr Sauer,

Thank you for your reply. Of course your client does not tell the real nor whole story. For example: only Lori was at Guppy in stead of 3 experienced crew members. Laura warned several times for that route en place, but LifeSail Ignored that and did not listen.

Even when Guppy was at the reef, it was easily to get Guppy out of there, LifeSail nevertheless avoided contact, did not send information and avoided listening to Laura, such in spite of all the agreements made. "Shared details and images with Laura surrounding the Guppy events?". There was only - besides 3 pictures - a big lack of proper information and no details and deliberation at all!

We have a lot of evidence for those facts, recorded telephonecalls , apps and e-mails with the locals, etcetera. As LifeSail now by herself she did not inform Laura properly nor communicate with her.

If your client would like to keep up those kind of fables, it becomes time for the real story. Laura does not get the feeling LifeSail was and is dealing in a real, serious and right way with her.

So again, please withdraw the blog now within 12 hours. Anotherwise, Laura will feel free.

With kind regards,

Peter A. de Lange
Vos & De Lange Lawyers

No answer received on this.

Next mail I wrote to Matt on the 27th of November 2018 I received no reply.

Tue, Nov 27, 2018, 12:51 PM

Laura Dekker

to Matt, Lori, Steven, Jim, Eyal, Veronica, Alexis, Peter

Dear Matt

You haven't left my mind for months now, nor has my Guppy. Of course I had already learned that this world is a wicked place, but with all my might I hoped to make it just a little better by sharing, trusting and not be judgemental. I trusted you with everything I had, keeping only the memories and lessons I had learned on Guppy over the years. This has been by far the biggest mistake of my life, not only did it affect me, but you also destroyed something that has been very valuable to me and my family.

Guppy was my future investment which is why you weren't allowed to sell her and she needed to come back to me in case of a brake in the contract. Not only did you brake the clauses in our agreement and ignored that, you also allowed Guppy to be reefed, wrecked and become a total loss. I know you weren't onboard, but it was you who allowed it to happen. You made the decisions, you ignored my advice, you are responsible just as much as Lori is, if not even more.

You proofed to me more than ever that this world is wicked beyond believe, that no one can be trusted for their words. What you have done to me hurts me more than anything. You destroyed what me and my family worked for very very hard! And even worse, far far worse even - you ignore this completely and keep living your life as if nothing happened. I don't even know what came of Guppy, I don't know what you did to her, I didn't get to say goodbye or got a piece of her. And then to not even speak of the money you received from the insurance which should be for my family according to our agreement you have so evilly pushed aside. We are the ones who worked for it, how can you simply ignore a contract that's made which says these very things? How is it possible that this disaster this unrespectfull, disgraceful disgusting behaviour is simply ignored?!

With every day of silence the flame inside of me turns more to anger, to unbelief - realising what a very disgusting person you are - I hope you simply don't realise how much pain you have and are causing me. But I'm afraid you actually do know it...

Laura Dekker
Page 60 of 72

January 12th 2019

Mr. de Lange:

It has been sometime since we communicated regarding our client, LifeSail, and the unfortunate situation involving Ms. Dekker and the Guppy.

LifeSail is prepared to make a proposal to Ms. Dekker, discussed briefly below, to resolve the issues between them, to help Ms. Dekker pursue her next journey and to hopefully bring to an end the unnecessary and unhelpful negativity on social media which ultimately reflects poorly on everyone.

LifeSail certainly recognizes the distress Ms. Dekker suffered as a result of the loss of the Guppy. All involved truly regret what happened and wish they could reverse the history of events. But, we cannot. Thus, LifeSail is looking for a path forward that will hopefully provide some solace to Ms. Dekker and enable her to continue to pursue her dreams.

As you may not know, LifeSail is a very small non-profit organization whose mission is to work with and guide under-privileged youth using sailing and seamanship as a tool. It does not have significant financial resources, and much of what it had was spent on repairing the Guppy, readying it for its journey and then in seeking to rescue the vessel and, when those efforts proved unsuccessful, in protecting the environment. This does not account for the many hundreds of hours of uncompensated labor provided by LifeSailvolunteers, most notably by Matt Schulz and Lori Kallestad, as well as by the many volunteers from the Manihiki community who rallied around them and their rescue efforts.

Notwithstanding its limited resources, LifeSail would like to do what it can, under the circumstances, to assist Ms. Dekker in her future endeavors. While LifeSail fully appreciates that financial recompense may not fill the void from the loss of the Guppy, LifeSail believes that it is time for all to focus on the future.

With that in mind, LifeSail proposes to pay Ms. Dekker the total sum of \$40,000 (U.S.) in two installments of \$20,000 each. The first installment would be paid upon the execution of a mutually satisfactory settlement agreement with the second installment to be paid 90 days after that. LifeSail needs this additional time to dispose of certain assets and to raise the needed funds. The payments would be conditioned on Ms. Dekker releasing LifeSail from any legal claims and, more importantly, on Ms. Dekker's agreement to make a mutually acceptable public statement on social media which acknowledges that much of what has been said has been fueled by emotion, thanking LifeSail for the contribution to her future endeavors and encouraging those who support Ms. Dekker to cease making derogatory comments about LifeSail and Ms. Kallestad and Mr. Schulz in particular. While we recognize that Ms. Dekker does not control her supporters, we believe that her encouragement to end the attacks may go a long way towards doing so.

We hope Ms. Dekker will give this proposal serious consideration. Please let us know if the outline of the proposal is acceptable. If so, we will draft a formal agreement for your and Ms. Dekker's consideration.

Happy New Year.

Russell F. Sauer, Jr.

In this letter they finally have come up with a compensation but want me to make a statement saying all I said wasn't true! Something I couldn't even do if I wanted to because it would be a lie..

24th of January 2019

Mr. de Lange:

I am following up on the email below since we received a response.

Also, I wanted to let you know that LifeSail was able to salvage several items from the Guppy which, as part of a resolution of the issues, LifeSail would like to offer to provide to Ms. Dekker. She may find these items somewhat comforting as reminders of her journey on that ship. These items include the following:

- Wheel/Pedestal/Baseplate
- Green SSB Radio
- Inflatable globe with her track around
- Navigation divider
- 3-inch x 3-inch "piece" of the boat's hull (a "piece" of the Guppy)

Again, we look forward to hearing from you.

Russell F. Sauer, Jr.

Again to show their incompetence, the green radio was merely a simply VHF and not an expensive SSB radio. And also broken because of salt water intrusion anyway..

February 1st 2019

Mr. de Lange:

We continue to hear nothing from you or your office. Will you at least let us know whether you continue to represent Ms. Dekker or whether we should reach out to her directly?

Russell F. Sauer, Jr.

Barendrecht, 1 februari 2019

Dear Mr Sauer,

Laura is abroad and busy. We will discuss your e-mails when she's back and react.

With kind regards,

Peter A. de Lange
Vos & De Lange Lawyers

Barendrecht, 12 februari 2019

Dear Mr Sauer,

We are glad to have heard something from you again after a very long silence.

In regard to your mail dated the 12th of January 2019 I would like to reply the following.

We think it very strange to start up our mail conversation here and leaving all of our initial mails and questions unanswered. There has still been no incident report send to us from LifeSail and explanations given off what happened during the time before and following the stranding. Laura would like to hear from LifeSail exactly what happened to Guppy and where she is now and all the parts thereof.

Furthermore is a compensation of 40,000 (USD) incredibly little as the boat was worth much more and even insured for 76,000 (USD) which according to the contract between Matt Schulz (LifeSail) and Laura Dekker belongs fully to Laura Dekker

I would also like to mention again that the stranding could have been prevented entirely if good communication had come from LifeSail and Guppy could even easily have been saved when she was initially reefed if normal communication had come from LifeSail to Ms. Dekker & her family in the first moments of stranding. Nor are we just talking about the loss of her Guppy, but also the emotional and heartbreaking pain LifeSail has caused her before, during and after the stranding because of it's lack of communication and may I also say scandalous way of NOT resolving this matter with her.

Another point which may be worth mentioning is that Guppy was to be used in a film which would have been made about Laura's journey. The script writer and Director have had a meeting with Matt Schulz and Lori Kallestad in Whangarei about this very matter and it was agreed that they could use the Guppy for this. Because of Guppy's loss, Laura will be losing her deal with the film company which was a source of income for her. This can't simply be ignored!

You also mention in your letter that LifeSails funds went into: "repairing the Guppy, readying it for its journey and then in seeking to rescue the vessel and, when those efforts proved unsuccessful, in protecting the

environment". Any insurance will pay third party cost beside de value of the boat, third party insurance always covers cost of cleaning up of stranded vessel and protecting the environment! So these costs couldn't have been for LifeSail as Guppy was to properly insured according to the contract.

There were no reparations on Guppy. She was in a perfect state and could have easily sailed with a **competent skipper** to any place in the world. The boat was better equiped than it was on Laura's round the world voyage. Laura went through the entire boat with Hartmut Eggert who was to be the skipper and the only one in whom Laura had confidence. However after he had to leave the boat no further communication as to how to proceed happened with Laura and very incompetent people proceeded sailing Guppy, following many warnings and questions from Laura.

So again first I would like to address the fact that LifeSail needs to start with clarifying all of our initial questions about Guppy's stranding and every detail thereafter. For Laura, money would never re compensate her true loss, but we do wish to come to a fair settlement.

With kind regards,

Peter A. de Lange

Vos & De Lange Lawyers

Barendrecht, 1 maart 2019

Dear Mr Sauer,

Unfortunately I didn't see any reaction on my most recent e-mail. Can you inform me?

Kind regards,

Peter A. de Lange

March 2nd 2019

Mr. De Lange::

LifeSail does not believe it would be fruitful to go over all that has transpired. We have previously made LifeSail's position clear. LifeSail is prepared to leave its settlement proposal reflected in the emails below open through the close of business on Monday March 11, 2018. If the offer is not accepted, the offer shall be deemed withdrawn. LifeSail is a charitable organization. It needs to use the funds offered either to resolve this matter or to put them other uses consistent with its charitable mission.

Regards,

Barendrecht, 8 maart 2019

Dear Mr Sauer,

Thank you for your e-mail. Indeed you have made the position of LifeSail very clear. For me it is obvious that LifeSail still does not really realize what she did to Laura and her Guppy. Even now there is no opportunity to discuss things in an open and respectful way. Also it is not the way LifeSail should actually teach '*the importance of ownership, teamwork and leadership*.' Of course you have to practice what you preach, but it is obvious not the way LifeSail act in real life.

For the last time I will make the position of Laura very clear too.

As mentioned already numerous time before, Laura wants to hear from LifeSail itself what has happened to Guppy and all the parts thereof.

The lack of information from LifeSail from the very beginning and the unwillingness to change that, to this very day makes us seriously consider more dramatical steps with obviously more serious consequences to LifeSail. This concerns the background of what happened, the run up and the state of affair.

The proposal LifeSail made contains elements with which Laura could not possibly agree. If Laura would write such a statement it would be a big lie.

The amount of the offer is also really inadequate and it even makes clear that LifeSail would keep insurance money for itself which rightfully belongs to Laura, as well as selling parts of Guppy. The amount mentioned is not even close for Guppy's material loss. And it certainly does not include the consequential damages, immaterial damages, dismissal of liability from Matt and others.

You mention several times that LifeSail is a non-profit organisation, but we do know it has substantial sponsors and not to forget the exceptional fee's from the kids parents! Guppy was insured for an amount much more then your offer! According to the contract the insurance money belongs to Laura.

Laura would agree with a compensation of 125,000 EURO and proper answers from LifeSail itself telling what happened to Guppy and her parts, a report of the accident and everything that happened following the stranding. This is the last and very reasonable offer from Laura as it doesn't even nearly cover the real loss, the loss of the film, the emotional loss, the time spend before and after the loss. Laura spend many evenings after her daily job helping LifeSail to prepare the boat for the trip and teaching Hartmut about the boat. And then again the many worries and

mails while they were sailing and of course the distress after the stranding is indescribable.

If LifeSail would agree with the terms Laura would discontinue blogging and writing about LifeSail, she would then also keep silent about the dumping of Guppy and the environmental pollution caused.

Laura is prepared to leave her proposal in this e-mail open until the 20th of March 2019.

If the offer is not accepted then Laura will not be silent anymore, tell and publish the real story, travel to the States and answer the repeated questions and requests from for example ABC-news, CNN, the New Zealand Authorities and many others worldwide.

I hope your client will make the right choice at last.

With kind regards,

Peter A. de Lange

Vos & De Lange Lawyers

In LifeSails latest statement from March 22nd 2019 they blame the stranding on engine failure.

Guppy's engines were in a new state with very little hours on them. They were both new when I left Holland in 2010.

Both engines had been regularly and well maintained up to the day LifeSail left New Zealand. As was the rest of the equipment onboard.

She was in a better state then when I sailed her around the world.

The engines had **completely seperate** systems. Seperate tanks, filters, intakes, shafts, propellers, exhausts etc.

It would take an enormous amount of stupidity to ruining both engines!!

On my entire world tour I did not have a single problem with either engine.

In one statement LifeSail said they had taken on bad fuel. It must be noted that Guppy had one of the most expensive and sophisticated fuel filters available in the world. It was possible to switch to a new fuel filter with a running engine. These filters are capable to withstand up to **1000hp** and there is no way they could clog up because of bad fuel.

Even a lot of water in the fuel wouldn't be a problem for these SEPAR filters which cost 1000,- euro per filter.

Unless... you would throw in a whole jerrycan of water?!



Here the double switchable SEPAR filters from the main engine are clearly visible (picture made in 2017)

I'm also astounded by all the jerrycans of diesel they had tied up to the rail besides the fact that they shouldn't tie stuff up to the rail on a low freeboard boat like Guppy.

Guppy had about a 1000nm range on the engines with the fuel she could hold in the tanks (250L) why were they motoring so much and needing to fill up while sailing?!

Like this post made by Lori on her blog shows: It's very strange to be filling a DIESEL tank out of a blue jerrycan?! On a boat it's a standard to have **Blue jerrycans for water Yellow for Diesel and Red for Gasoline.**



[@lorikallestad](#)

[Neiafu, Vava`U, Tonga](#)

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Fueling at sea by Britta. We are a crew of two sailing Laura Dekker's famous boat Guppy from Fiji to Hawaii. Follow along and help us get Guppy to Los Angeles. Guppy will teach inner city students life skills and leadership through sailing. [#getguppy](#) [@saucysailor](#) [@lifesail_community_sailing](#) [#offshoresailing](#) [#southpacific](#) [#tongabound](#) [#deliveryskipper](#) [#getguppy](#) [#offshoresailing](#)

I was sick of all the lies, twisting of the truth and the back and forth of accusations and writings of blogs. So I decided to publish everything I have. These are ALL the mail conversations which have gone between LifeSail and Me or my Lawyer Peter de Lange.

I hope by publishing this people will be able to have their own read through it and that it gives clarity to the situation as to what really happened between the two parties. I also think it should clarify the untruthful facts which have been stated in their latest blog. And that these people are clearly not capable of safely sailing with children.