

November 18, 2009

Mr. Matt Rand, Director of Global Shark Conservation
The PEW Charitable Trusts
901 E. St. NW
Washington, DC 20004

Dear Mr. Rand,

It was a pleasure speaking with you yesterday regarding the behavior of Mr. Jeremy "Jay" Personius, a contractor with the PEW Charitable Trust here in Hawaii, and how this matter can be rectified. As we discussed, Mr. Personius represented that he was an employee of the Pew Trust Foundation, and not a contractor or grantee. He represented that PEW was interested in the historic and current work I was doing on shark finning, and that PEW would like to incorporate my work, and myself, in its campaign to introduce and pass legislation for the global protection of sharks.

Because Mr. Personius represented that it was the PEW Charitable Trust wanting my information, I gladly accepted the project because of the good work PEW does internationally on conservation. I had no reason to question or doubt his representation because I was aware of his work and involvement in the designation of the new sanctuary in the Northwest Hawaiian Islands, and other issues relating to conservation where PEW was involved.

Following is a list of the representations he made to me regarding my work on PEW's shark project:

- 1) PEW had contacted a *Washington Post* reporter that they frequently worked with and she was poised to write an article.
- 2) The *New York Times* was ready and waiting to write an article.
- 3) Katie Curic, 60 Minutes, and the Evening News were ready to do a story involving me and using the work I had done. They had already set dates for conference calls with Katie Curic and her staff.
- 4) The "higher ups" at PEW had already authorized him to use me for research and travel to South America and other foreign areas, as well as Tahiti, Palau, the Marshall Islands, and other Pacific islands that I am familiar with.
- 5) PEW would purchase video still cameras, and housing for underwater video, to get better "B" roll for the story with Katie Curic.
- 6) PEW would make and pay for travel arrangements, and would pay an additional \$1500, above other expenses, for a 5-day work week.
- 7) Personius would register with an internet company I provided to track shark fin and other shark products manufactured or shipped globally.
- 8) PEW would bring me to Washington DC to meet the PEW staff and to testify before a Senate committee that would be receiving testimony for shark fin legislation.
- 9) PEW needed all the documents, photographs and video that I had obtained over the years, during my extensive research, and that PEW would compile the materials into a briefing packet

for me to testify with, as well as give public appearances with the media in Washington DC and other places to be determined.

- 10) PEW would contract with me to provide commercial video services to film fishery meetings in Hawaii and other countries, that were already scheduled, and put them on the web so PEW personnel around the nation could view them immediately and be informed about the meetings. Personius represented that he would pay me \$2700 for a one day meeting, and more for longer meetings. The cost would include use of my cameras, time for filming, travel expenses, transferring footage to DVD, and editing and posting the video on my website, estudioshawaii.com. He said he knew of a room for rent at \$350 a month that could be used as a studio, here in Honolulu, for staging, prepping and editing video.
- 11) Mr. Personius had me do a small video, consisting of stills and video of shark finning, that I posted on my website. He represented that PEW management in Washington was eager to look at it because they were going to present a packet to Katie Curic in a meeting that would be held in a few days. The video was posted, Personius was notified, and on several occasions he informed me that the PEW staff and other parties had viewed it and were extremely happy, but couldn't get back to us right away because they were very busy. He said they would be responding and let us know the next step very soon.

In response to all of the representations he made, and keeping my part of the bargain, I provided Mr. Personius with documents, video and photographs obtained during my research of sharks and shark finning.

You asked yesterday about rectifying the situation. Clearly, you can see that his failure to deliver on his representations is a breach of trust, and that he falsely represented that he was employed by PEW and it was PEW's efforts on shark finning we would be supporting. As I shared with you yesterday, because he went as far as giving me travel dates, etc., his actions cost me a large amount of time to move and change my schedule while trying to adjust to his false representations of meetings, travel dates, etc.

The remedy that I seek, is to have Mr. Personius' contract or contracts terminated and he be barred from submitting or receiving, grants, contracts or employment with the PEW Charitable Trust or other programs funded in part or solely supported by The PEW Charitable Trust.

You indicated that you would be contacting Mr. Personius and discussing with him his behavior and treatment of me. I'm concerned that a simple conversation with Mr. Personius will not adequately address Mr. Personius' shameful behavior and the misrepresentations he made on behalf of PEW. If none of this is memorialized in writing it would be futile, and the only real victim would be me and my organization. In fact, by continuing his contracts or employment he would be rewarded for his behavior and I would be left holding the bag in dealing with the embarrassments and difficulties that he has subjected me to. For example, he represented that he met with another party, Ms. Karyn Herrmann, and agreed that she would be doing underwater filming in the Marshall Islands as part of the project.

Because he represented that any work would be done for PEW, while under the pretense that he was working directly for PEW, he obtained substantial amounts of documents and other information from

me. At this time I have no assurance from Mr. Personius that he will not use my work and intellectual property at a later date, or that he has not already used them. Also, I do not have any evidence that PEW has not and will not be using my information, video and photographs.

I appreciate your time. I am awaiting a response from you and would like to be notified in writing as to what will be, and has been said to Mr. Personius, and what actions will be taken. While I do understand and am sympathetic that PEW has invested a substantial amount of money in Mr. Personius's ongoing projects, I have no idea how long they will continue. If this situation is not addressed, he is being rewarded.

Sincerely,

Carroll Cox

cc. Rebecca W. Rimel, President and CEO