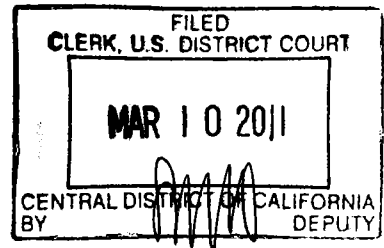


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IN THE UNITED STATES DISTRICT COURT
THE CENTRAL DISTRICT OF CALIFORNIA

SUGENG PRIYANTO and AGUS EKO)
SUYANTO, *individually and on behalf of*)
all other similarly-situated seafarers,)

Plaintiffs,

vs.

M/S AMSTERDAM, HOLLAND
AMERICA LINE N.V., and HOLLAND
AMERICA LINE INC.,

Defendants.

Case No. CV 07-03811 AHM (AJWx)

IN ADMIRALTY

Complaint filed: June 12, 2007

Hon. A. Howard Matz

~~REVISIED PROPOSED~~ ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT AND
CONDITIONALLY CERTIFYING
SETTLEMENT CLASS

1 Plaintiffs have filed a Renewed Motion for Approval of Proposed Class
2 Action Settlement. Defendants M/S AMSTERDAM, Holland America Line N.V.,
3 and Holland America Line Inc. (collectively, "HAL") do not oppose the Motion.
4 The Court determines and orders as follows:

5 1. Counsel have advised the Court that the parties have agreed, subject to
6 approval by this Court following notice to the Plaintiff Settlement Class (as
7 described in Paragraph 5, below) and a hearing, to settle this action upon the terms
8 and conditions set forth in the Amended Settlement Agreement (the "Settlement
9 Agreement"), which the parties have filed with the Court.

10 2. The Court has reviewed the Settlement Agreement, as well as the files,
11 records, and proceedings to date in this matter.

12 3. It appears to the Court that, based upon preliminary examination, the
13 Settlement Agreement appears to be fair, reasonable, and adequate, that the Plaintiff
14 Settlement Class should be certified for settlement purposes, subject to Paragraph
15 14, below, and that a hearing should be held after notice to the Plaintiff Settlement
16 Class to determine whether the Settlement Agreement is fair, reasonable and
17 adequate, and whether a settlement approval order and final judgment should be
18 entered in this Action, based upon that Settlement Agreement.

19 Based upon the foregoing, IT IS HEREBY ORDERED:

20 1. ***Preliminary Approval of Proposed Settlement.*** The Settlement
21 Agreement, including all exhibits thereto, is preliminarily approved as fair,
22 reasonable and adequate. The Court finds that (a) the Settlement Agreement
23 resulted from extensive arm's length negotiations; (b) the process of negotiating the
24 Settlement Agreement was facilitated through the participation of an experienced
25 and respected mediator in three separate mediation sessions; and (c) the Settlement
26 Agreement is sufficient to warrant notice to members of the Plaintiff Settlement
27 Class and a hearing for final approval of the Settlement Agreement.

28

1 2. ***Class Certification for Settlement Purposes Only.*** Pursuant to
2 Fed.R.Civ.P. 23(b)(3), the Court, for settlement purposes only, conditionally
3 certifies a class (the “Settlement Class”) consisting of:

4 All Indonesian crew members employed aboard one or
5 more HAL Vessels between April 1, 2004, and November
6 30, 2006, who (a) participated in the Hotel Department
7 Gratuity Plan or Beverage Service Plan and (b) reimbursed
8 HAL for deployment expenses. The Class shall not
9 include any person who served as an officer or director of
10 any of the Defendants during the Class Period.

11 (a) In connection with the certification, the Court makes the
12 following preliminary findings:

13 (1) Fed.R.Civ.P. 23(a)(1) is satisfied because the Settlement
14 Class appears to be so numerous that joinder of all members is impracticable;

15 (2) Fed.R.Civ.P. 23(a)(2) is satisfied because there appear to
16 be questions of law or fact common to the above-described Settlement Class;

17 (3) Fed.R.Civ.P. 23(a)(3) is satisfied because the claims of the
18 named plaintiffs appear to be typical of the claims being resolved through the
19 proposed Settlement;

20 (4) Fed.R.Civ.P. 23(a)(4) is satisfied because Class
21 Representatives Sugeng Priyanto and Agus Eko Suyanto appear to be capable of
22 fairly and adequately protecting the interests of the above-described Settlement
23 Class in connection with the proposed Settlement and because Counsel representing
24 the Class, Knapp, Petersen & Clarke (“Knapp”) and the Joseph Farzam Law Firm
25 (“Farzam”) are qualified, competent and capable of prosecuting this action on behalf
26 of the Settlement Class.

27 (5) For purposes of determining whether the Settlement is fair,
28 adequate and reasonable, the Court finds the requirements of Fed.R.Civ.P 23(b)(3)
have been satisfied because, in the course of settlement approval, common questions
of law and fact appear likely to predominate over questions affecting only individual
Settlement Class members and because settlement with the Settlement Class appears

1 to be superior to other available methods for the fair and efficient resolution of the
2 claims of the Settlement Class. Accordingly, the Settlement Class appears to be
3 sufficiently cohesive to warrant adjudication through settlement by representation.

4 (b) In making the foregoing findings, the Court has exercised its
5 discretion in conditionally certifying a settlement class.

6 3. **Class Counsel.** The Court appoints Knapp and Farzam as counsel for
7 the Settlement Class for purposes of the settlement approval process. The Court
8 finds that these counsel are competent and capable of exercising their
9 responsibilities as Settlement Class counsel.

10 4. **Settlement Hearing.** A final approval hearing (the “Settlement
11 Hearing”) shall be held before this Court on June 13, 2011, at 10:00 a.m., as set
12 forth in the Notice (described in Paragraph 5 below), to determine whether the
13 Settlement Agreement is fair, reasonable and adequate and should be approved.
14 Papers in support of final approval of the Settlement Agreement shall be filed with
15 the Court according to the schedule set forth in Paragraph 11, below. The
16 Settlement Hearing may be postponed, adjourned, or continued by order of the
17 Court without further notice to the Settlement Class. After the Settlement Hearing,
18 the Court may enter a Settlement Order and Final Judgment in accordance with the
19 Settlement Agreement (the “Final Judgment”) that will adjudicate the rights of the
20 Settlement Class members with respect to the claims being settled.

21 5. **Notice.** On or before April 7, 2011, HAL shall cause a Notice of
22 Proposed Class Action Settlement And Fairness Hearing (“Notice”) to be made by
23 the means set forth in this Paragraph. The Notice, including a Claim Form and
24 directions concerning exclusions, shall be substantially in the form attached to this
25 Order as Exhibit A. With respect to Class members serving on HAL Vessels at the
26 time of distribution of the Notice, HAL shall distribute the Notice to Class members
27 on board the HAL Vessel and shall discuss the Notice and this Settlement at on-
28 board meetings attended by representatives of the Settlement Class members’

1 Union, maintaining records of all class members who have received Notice onboard
2 HAL Vessels. With respect to Settlement Class members not serving on HAL
3 Vessels at the time of distribution of the Notice, HAL shall distribute the Notice by
4 direct mail and email to the last known addresses of Class members as they appear
5 in SBI's existing electronic records and by such other means as SBI may
6 recommend. Further, Notice shall be posted at SBI offices. Class Counsel shall
7 also post Notice online. All Notices shall be distributed in both English and Bahasa
8 Indonesian.

9 6. ***Findings Concerning Notice.*** The Court finds that the Notice and the
10 manner of its dissemination is the best practicable notice under the circumstances
11 and is reasonably calculated, under all the circumstances, to apprise Settlement
12 Class members of the pendency of this action and their right to object to or exclude
13 themselves from the Settlement Class. The Court further finds that the notice is
14 reasonable, that it constitutes due, adequate and sufficient notice to all persons
15 entitled to receive notice, and that it meets the requirements of due process.

16 7. ***Exclusion from Class.*** Each Settlement Class member who wishes to
17 exclude himself or herself from the Settlement Class and follows the procedures set
18 forth in this Paragraph shall be excluded. Any potential member of the Settlement
19 Class must mail a written request for exclusion, in the form described in the Notice,
20 to HAL at the address set forth in the Notice. All such written requests must be
21 postmarked by May 18, 2011. All persons who properly make requests for
22 exclusion from the Settlement Class shall not be Settlement Class members and
23 shall have no rights with respect to the Settlement Agreement, should it be
24 approved. The names of all such excluded individuals shall be attached as an
25 exhibit to any Final Judgment.

26 8. ***Termination Based On Exclusion Requests.*** In the event that more
27 than twenty-five individuals timely exclude themselves from the Settlement Class,
28 then HAL shall have the unilateral right to terminate the Settlement Agreement by

1 Any objection that is not timely made shall be forever barred. Mr. Jardini
2 will promptly forward copies of all objections to both the Court and counsel for
3 HAL.

4 (b) **Appearance at Settlement Hearing.** Any Settlement Class
5 member who timely files and serves a written objection may also appear at the
6 Settlement Hearing, either in person or through counsel hired at the Settlement Class
7 member's expense, to object to the fairness, reasonableness or adequacy of the
8 Settlement Agreement or the Fee Application. Settlement Class members or their
9 counsel intending to appear at the Settlement Hearing must deliver to the Court
10 and/or counsel listed above no later than May 18, 2011, a notice of intention to
11 appear, setting forth (1) the name and address of the Settlement Class member (and,
12 if applicable, the name, address and telephone number of the Settlement Class
13 member's attorney), and (2) the objection, including any papers in support thereof.
14 Any Settlement Class member who does not timely deliver written objection and the
15 notice of intention to appear by May 18, 2011, shall not be permitted to object or
16 appear at the Settlement Hearing, except for good cause shown, and shall be bound
17 by all proceedings, orders and judgments of the Court.

18 (c) **Responses to Objections.** Any responses to objections to the
19 Settlement Agreement and any further papers in support of the Fee Petition shall be
20 filed with the Court on or before May 31, 2011.

21 11. **Dates of Performance.** In summary, the dates of performance are as
22 follows:

23 (a) HAL shall deliver or SBI shall mail the Notice to Settlement
24 Class members by April 7, 2011, as set forth in Paragraph 5, above;

25 (b) Class members who desire to be excluded shall mail requests for
26 exclusion by May 18, 2011;

27 (c) Travel Payment Eligible Class members who wish to file claims
28 shall do so by July 13, 2011;

1 (d) Plaintiffs' Fee Application must be filed by March 7, 2011;

2 (e) All objections to the Settlement Agreement or Fee Application
3 shall be filed and served by May 18, 2011;

4 (f) Papers in response to objections, if any, and in support of the fee
5 application shall be served by May 31, 2011; and

6 (g) The Settlement Hearing shall be held on June 13, 2011, at 10:00.

7 12. ***Effect of Failure to Approve the Settlement Agreement.*** In the event
8 the Court does not approve the Settlement Agreement, or for any reason the parties
9 fail to obtain a Final Approval as contemplated in the Settlement Agreement, or the
10 Settlement Agreement is terminated pursuant to its terms for any reason, then the
11 following shall apply:

12 (a) All orders and findings entered in connection with the Settlement
13 Agreement shall become null and void and have no further force and effect, shall
14 not be used or referred to for any purposes whatsoever, and shall not be admissible
15 or discoverable in any other proceeding;

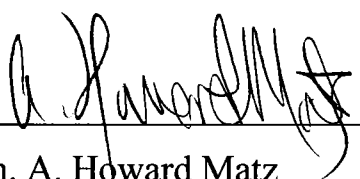
16 (b) The conditional certification of the Settlement Class pursuant to
17 this Order shall be vacated automatically. Priyanto and Suyanto shall cease to
18 function as representatives of the Settlement Class, and their counsel shall cease to
19 function as counsel for the Settlement Class;

20 (c) Nothing contained in this Order is, or may be construed as, any
21 admission or concession by or against HAL or plaintiffs on any point of fact or law;
22 and

23 (d) Nothing in this Order or pertaining to the Settlement Agreement
24 shall be used as evidence in any further proceeding in this case.

25 SO ORDERED:

26 Date: March 9, 2011



The Hon. A. Howard Matz

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