

Priyanto v. M/V AMSTERDAM, et al.,
United States District Court – Central District Of California
No. 07-03811

Notice Of Proposed Class Action Settlement And Fairness Hearing

**READ THIS CAREFULLY — YOU MAY BE ENTITLED TO A RECOVERY
UNDER THIS PROPOSED SETTLEMENT**

***IF SO, YOU MAY HAVE THE RIGHT TO RETURN A CLAIM, AS
DESCRIBED BELOW***

This Notice describes a proposed settlement of claims by Indonesian seafarers against Holland America Line (“HAL”), subject to court approval.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS:

Do nothing **Receive some settlement proceeds in exchange for giving up certain rights.**

There are two components to this proposed class settlement: (1) reimbursement for union contributions and (2) refund of a portion of travel expenses paid under the Hotel Department Gratuity Plan or Beverage Service Plan by those crewmembers who did *not* agree to reimburse HAL for transportation and repatriation expenses.

Even if you do nothing, if the Court approves the settlement you will receive as part of the settlement a refund of the amounts you paid to reimburse HAL for union contributions—approximately \$8.80 for each month you worked during the Class Period and made reimbursements, assuming you paid your deployment costs in full.

You will give up the right to sue HAL concerning all claims that were, or could have been, alleged in the lawsuit described below relating to the payment of wages, including gratuities or service charges, or the reimbursement of deployment costs or other employment-related expenses, prior to the date of the agreement.

Return Claim Form **Receive additional settlement payment in exchange for giving up certain rights.**

Those crewmembers who did *not* agree to reimburse HAL for transportation and repatriation expenses have the right to make a claim to obtain a refund of a portion of travel expenses paid under the Hotel Department Gratuity Plan or Beverage Service Plan. To receive a partial refund of travel expenses paid under the Hotel Department Gratuity Plan or Beverage Service Plan, you must complete and return the enclosed Claim Form by no later than **July 13, 2011**.

Request exclusion from the settlement **Receive no portion of the settlement proceeds. Retain rights.**

If you wish to be excluded from the class covered by the settlement, you must submit a request for exclusion. You will not be bound by the settlement, even if the Court approves it, and you will not receive any of the settlement money.

Object You also have the right to object to the settlement. If the Court approves the settlement despite your objection, you will be bound by the settlement in its entirety, including its provision releasing certain claims.

The remainder of this Notice more fully explains your options. ***The deadline to submit an objection or request exclusion is May 18, 2011.***

1. Why did I receive this notice?

HAL's records show that you worked aboard a Holland America vessel between April 1, 2004 and November 30, 2006, and that you participated in HAL's Hotel Department Gratuity Plan or Beverage Service Plan.

This Notice describes a proposed settlement of claims by Indonesian seafarers against HAL and its affiliates. Under the proposed settlement, HAL will refund union contributions, as described below, to those Indonesian crewmembers who reimbursed HAL for union contributions while participating in HAL's Hotel Department Gratuity Plan or Beverage Service Charge Plan between April 1, 2004, and November 30, 2006. HAL will make additional refunds of reimbursed travel expenses to Indonesian crewmembers who participated in HAL's Gratuity Plan or Beverage Service Charge Plan and who return claim forms, as described below.

This Notice summarizes the proposed Settlement and your rights under it.

2. What is the case about and who does the settlement cover?

Two former HAL employees, Sugeng Priyanto and Agus Eko Suyanto, brought this lawsuit. They claim HAL violated the Individual Working Agreements of Indonesian seafarers between April 1, 2004, and November 30, 2006 ("the Class Period"), by requiring Indonesian crewmembers in the Hotel Department to reimburse HAL for deployment expenses, including travel costs and union contributions. Priyanto and Suyanto also say that HAL violated the United States Seaman's Wage Act, 46 U.S.C. § 10313, by failing to make sure that all crew members received their full wages at the end of each voyage.

HAL denies these claims. HAL says that it followed its collective bargaining agreement with Kesatuan Pelaut Indonesia ("KPI"), the union that represented its Indonesian seafarers. In other words, HAL believes it paid its Indonesian seafarers exactly what it owed them.

Priyanto, Suyanto, and HAL have now agreed to settle their disagreements. Before the settlement becomes effective, however, the Court must approve it.

The proposed settlement covers *all* Indonesian crewmembers who participated in HAL's Hotel Department Gratuity Plan or Beverage Service Charge Plan in effect between April 1, 2004, and November 30, 2006, and who reimbursed HAL for travel and other deployment expenses. This Notice refers to this group of seafarers as "the Settlement Class."

3. What are the terms of the Settlement?

As part of the proposed class action settlement, HAL will make available a total Settlement Amount of up to \$7,000,000 (Seven Million Dollars). This Settlement Amount will be used as follows:

Union Contributions. Part of the Settlement Amount will be used to refund reimbursements for employer union contributions. HAL collected about \$1.1 million in union contributions, which it will refund to members of the Settlement Class based on a formula designed to approximate what each Indonesian crewmember paid for union contributions. Every member of the Settlement Class who reimbursed HAL for deployment expenses during the Class Period will automatically receive a union contribution refund payment. Members of the Settlement Class who reimbursed HAL for all deployment expenses due under the Collective Bargaining Agreement with KPI dated April 1, 2004 will receive the full refund amount. For members of the Settlement Class who reimbursed only a portion of the deployment expenses, the union contribution refund amount will be made in proportion to the reimbursements actually paid by the crew

member.

Travel Expense Claims. Another part of the Settlement Amount will be used to refund a portion of travel expenses to members of the Settlement Class who did not agree to reimburse HAL for transportation and repatriation expenses.

To be eligible for a refund of travel expenses, an Indonesia seafarer must timely submit a Claim Form, in the form attached, stating that he or she DID NOT agree to reimburse HAL for travel expenses. The total amount available for travel expense refunds will depend on how many seafarers submit claims. The *minimum* amount for each allowed claim will be about \$727.00. The amount payable per claim may increase depending on the amounts the Court awards to Representative Plaintiffs and to Plaintiffs' Counsel and/or if fewer than 50% of the eligible Indonesian seafarers submit claims. Under some scenarios, depending on the number of claims and the amounts the Court awards to Representative Plaintiffs and Plaintiffs' Counsel, the amount paid per claim could be as high as \$1,500.00. The amount due to any individual claimant will be determined based on a formula in the Settlement Agreement.

Class Representative Stipends. Plaintiffs' counsel will seek individual awards from the Settlement Amounts to the plaintiffs who brought this case. Plaintiffs will ask the Court to award \$25,000 to Priyanto and \$10,000 to Suyanto, as well as \$5,000 apiece to nine individual Indonesian seafarers who filed similar lawsuits against HAL. These payments will compensate these plaintiffs for the time, effort, and risk they undertook as class representatives in pursuing this suit against HAL.

Compensation to the Plaintiffs' lawyers. The Court must approve any award of fees to the Plaintiffs' lawyers. If the Court approves the Settlement, Plaintiffs' lawyers will ask the Court for fees of no more than \$2,000,000 (Two Million Dollars), which would be paid from the Settlement Amount. This is 28.6% of the Settlement Amount. Although this may seem like a great deal of money, Plaintiffs' counsel have worked on this case for more than two years and have not yet received payment for investigating the facts, handling this litigation, and negotiating the settlement on behalf of the Settlement Class. Further, they have not been reimbursed for their expenses in pursuing the lawsuit. Plaintiffs' counsel have spent time and effort in the prosecution of this lawsuit on a contingent basis and have advanced the expenses of the litigation. In return, their agreements with Priyanto and Suyanto provide that if they succeed in obtaining a recovery for the Class, they would be paid from that recovery.

In this type of litigation, the lawyers for the plaintiffs usually receive a percentage of the class recovery as attorneys' fees. The Court will ultimately decide what amount of attorneys' fees are awarded to class counsel and the recovery paid to the named plaintiffs. You will not be personally responsible for any attorneys' fees or costs of this lawsuit unless you retain your own lawyer.

Class Representative and Class Counsel. In a class action, the Court appoints class representatives and class counsel, who have the job of representing the interests of class members.

(a) The Court has designated Sugeng Priyanto and Agus Eko Suyanto, former HAL employees who participated in the Gratuity Plan, as Class Representatives for the Settlement Class for purposes of Settlement approval.

(b) The Court has appointed Knapp, Petersen & Clarke and the Joseph Farzam Law Firm as Class counsel. These attorneys represent your interests and those of the Settlement Class.

Reasons for Settlement. The Plaintiffs and their lawyers agree that this Settlement represents a substantial recovery, given the risk that the Class might not prevail on some or all of their claims. Further, if HAL and the Plaintiffs had continued to litigate, the lawsuit could have lasted for years until all appeals had been completed. The Settlement avoids the costs and risks of continued litigation, including the danger of no recovery, and provides a considerable benefit to the Settlement Class now, without further delay.

4. What are my options?

Do I need to do anything to remain a member of the Class?

If you fit within the description of the Settlement Class above, you will remain a member of the Class, **unless** you take steps to exclude yourself, described below. You also may appear by your own attorney, at your own expense. *In other words, if you do nothing, you will remain a member of the Class.*

What do I have to do to receive a refund of union contributions?

If the Court approves the proposed Settlement, you will automatically receive a payment refunding the amounts you paid to reimburse HAL for union contributions—unless you exclude yourself from the Class, as explained below.

The amount you receive will be approximately **\$8.80 for each month you worked during the Class Period and made reimbursements**, assuming you paid your deployment costs in full.

How does the claim process for travel expense refunds work?

If you participated in the Hotel Department Gratuity Plan or Beverage Service Plan but did not agree to make reimbursement payments to HAL for transportation and repatriation expenses, you should return the enclosed “Proof of Claim” form seeking a refund of a portion of those expenses. To be eligible for this refund, you must return the claim form to the address indicated by no later than **July 13, 2011**. In the alternative, if you are working on board a HAL vessel, you may return your claim form to the Human Resources Manager (formerly, the crew purser).

How do I exclude myself from the Settlement Class and from this Settlement?

If you do not want to be part of the Settlement Class or receive benefits from the Settlement, you must take steps to exclude yourself. To exclude yourself from the Settlement Class and the Settlement, you must sign and return an exclusion request to Holland America Line, Priyanto Litigation Opt Outs, 300 Elliott Avenue West Seattle, WA 98119 USA. The exclusion request must include the following statement: “I want to opt out of the action concerning HAL’s Hotel Department Gratuity Plan or Beverage Service Plan.” If you opt out (1) you will not receive any payment from this proposed settlement; (2) you will not be bound by any further orders or judgments entered for or against the Class; and (3) you will not be entitled to comment on or object to the proposed settlement. This is the only option that allows you to participate in another lawsuit against HAL relating to the claims being released in this case.

The exclusion request must be postmarked no later than **May 18, 2011**. The Settlement, if approved, will bind all class members who do not request exclusion by this date.

How do I tell the Court what I think about the Settlement?

Unless you exclude yourself from the Settlement Class, you can comment in support of or in opposition to the Settlement, Class Counsel’s application for fees and expenses, or the request for stipends for the Class Representatives. You must submit any objections or comments in writing. You must send the original of your objections or comments to the Clerk of the Court and send copies to Class Counsel at the following addresses, so that your objections or comments are postmarked no later than **May 18, 2011**:

Clerk of the Court
United States District Court
Central District of California – Western Division
312 North Spring Street
Los Angeles, CA 90012

Class Counsel:
Andre Jardini
Knapp, Petersen & Clarke
550 N. Brand Boulevard, Suite 1500
Glendale, CA 91203-1922

Your objections or comments (a) must include a reference at the beginning to the *Priyanto Litigation*, case number 07-03811 AHM; (b) must list your name, address, and telephone number; (c) must be signed by you; and (d) must state your position and the reasons for your position. You must include copies of any documents you want the Court to consider. If you do not present your views in writing in compliance with this procedure and deadline, your views will not be considered, and you will waive any objections.

As described below, the Court will hold a hearing to decide whether to approve the settlement. If you submit objections or comments and wish to appear and speak at the hearing, your objections or comments must include a statement that you intend to appear and speak at the fairness hearing, set forth the position you intend to present at the hearing, and include copies of any documents you want the Court to consider.

If you want your own lawyer to appear and speak at the hearing on your behalf, you must also state in your written objections or comments that you intend to have your lawyer appear and speak for you, and list the name, address, and telephone number of your lawyer.

How will the Court decide whether to approve the Settlement?

The Court has scheduled a hearing on **June 13, 2011**, before the Honorable A. Howard Matz, United States District Judge, at the Courthouse for the United States District Court for the Central District of California, at 10:00 a.m. at 312 North Spring Street, Los Angeles, California, 90012, at Courtroom 14, to consider whether to grant final approval of the Settlement. The Court may reschedule the Fairness Hearing for good cause without further notice.

Any Settlement Class member may appear at the Settlement approval hearing to argue that the Court should not approve the proposed Settlement or to oppose the applications for attorneys' fees and expenses and class representative fees. If you wish to be heard at the hearing, however, you must make your objection in writing in accordance with the previous paragraph.

YOU ARE NOT REQUIRED TO ATTEND THE HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT AND WANT YOUR OBJECTION TO BE CONSIDERED IN PERSON. If you exclude yourself from the Settlement Class, you are not entitled to comment on or object to the Settlement or the fee request, or be heard at the Hearing—only Indonesian seafarers who remain in the Settlement Class have the right to object.

What will happen if the Court approves the Settlement?

If the Court approves the Settlement, payments to claimants who submit timely and proper claims will be made after approval becomes final. HAL plans to handle payments on board for crew members serving on HAL vessels or through its manning agent in Indonesia, Sumber Bakat Insani ("SBI").

If someone appeals approval of the Settlement, payment will be delayed.

If the Court approves the Settlement, the Settlement will bind all members of the Settlement Class, except those who exclude themselves. Further, all Settlement Class members' claims that were, or could have been, alleged in the lawsuit described above relating to (a) payment of wages, including gratuities or service charges, prior to the date of the agreement or (b) the reimbursement of deployment costs or other employment-related expenses prior to the date of the agreement, will be dismissed, released, and forever barred as a result of the Settlement. The Class Representatives, i.e., Priyanto and Suyanto, are giving even broader releases to Holland America Line in exchange for the stipends described above.

What will happen if the Court does not approve this Settlement?

If the Court does not approve the Settlement, the case will proceed as if no settlement had been attempted. HAL would retain the right to contest whether this case should be maintained as a class action and to contest the merits of the claims being asserted by Priyanto and Suyanto. If the Settlement is not approved, there can be no assurance that the Class will recover more than is provided in the Settlement, or indeed, anything at all.

5. Will I be subject to discipline based on whether I submit a claim?

No. Your decision as to whether or not to submit a Claim Form will in no way affect your employment with Holland America Line. Holland America Line is prohibited from retaliating in any way based on your decision whether or not to participate in the settlement.

6. Where can I get additional information?

The foregoing only summarizes the Action and the proposed Settlement. If you want more information, such as copies of the Complaint, the Settlement Agreement, or the papers filed in support of the proposed Settlement, you may contact Class Counsel at:

Joseph Farzam, Esq.
Law Offices of Joseph Farzam
1875 Century Park East, Suite 1345
Los Angeles, CA 90067
USA

You may email Class Counsel at farzam@lawyer.com or call toll free (888) 999-9394. You may also reach counsel's office at (310) 226-6890 should you have any questions.

You have the right to review the papers on file in the lawsuit, which may be inspected during regular business hours at the Clerk's Office or through the Public Access to Court Electronic Records ("PACER") system, which you can accessed at <http://www.pacer.gov/>. You also may seek the advice of your own attorney, at your expense, if you so desire.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION.