

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

CYNTHIA GUILLORE, SUSAN COBBETT
and CHANTEL JANKLELOWITZ individually and on behalf of all other
similarly situated seafarers and as private attorney general,
Plaintiff,
vs.
PRINCESS CRUISE LINES, LTD., d.b.a. PRINCESS CRUISES,
Defendants.

Case No. EDCV 06-616
SVW (SHX)
Complaint Filed
June 15, 2006

WADE ABEL, Plaintiff, vs. PRINCESS CRUISE LINES, LTD., d.b.a. PRINCESS CRUISES, Defendants.	Case No. CV 06-1564 SVW (SHX) Complaint Filed March 14, 2006
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**NOTICE OF PENDENCY OF CLASS ACTION PROPOSED
SETTLEMENT AND SETTLEMENT HEARING**

This Notice provides you with important information in connection with the settlement of a lawsuit concerning Princess Cruise Lines, Ltd. ("Princess"). If you wish to recover money you must act by February 26, 2007. THIS NOTICE MAY AFFECT YOUR RIGHTS - PLEASE READ IT CAREFULLY AND IN ITS ENTIRETY.

TO: All former and current, non-POEA, British or Italian seafarer-employees, who since June 15, 2002 have worked for and aboard various foreign flagged vessels owned by Defendant Princess Cruise Lines Ltd., whose employment with Princess ended on medical grounds, and who were paid less than their total wages that would have been earned had their employment not ended earlier than expected. Excluded from the class are (a) Defendant and its corporate officers and directors, and (b) the immediate family members of Defendant's corporate officers and directors. As used herein the term corporate officers and directors does not include someone who works aboard a Princess ship and has the rank or position of ship's officer or department director. ("THE SETTLEMENT CLASS")

Settlement Benefits: As part of the proposed class action settlement, a \$1 million fund is being provided (the "Settlement Fund"). The settlement covers claims for unearned wages for those crew, other than British, Italian or Philippine employed under union or government-mandated terms, whose employment aboard Princess vessels ended on medical grounds on or after June 15, 2002 through the date of this notice, and who were paid less than their total wages that would have accrued had their employment not ended earlier than expected (the "Settlement Class Period"). Plaintiffs claim that Princess failed to pay adequate wages during the Settlement Class Period. Princess has denied these claims. In order to resolve the matter, the parties have reached a settlement. The Settlement Fund to be distributed is subject to reduction based on the amount of attorneys' fees and expenses that may be awarded by the Court, as described below.

The settlement funds are to be paid to class members who submit timely and valid claims, provided that crew who have already settled any such claim would not be entitled to participate in the settlement; crew who were found fit for duty or returned to work for Princess or another employer would only be entitled to participate in the fund up to the date of such fitness or re-employment; and crew who would not be entitled to unearned wages based on a pre-existing medical problem that was concealed or misrepresented or as a result of willful misconduct would not be entitled to participate in the settlement at all.

To be eligible for payment you must submit a timely and valid proof of claim. A valid proof of claim must show that your contract was terminated prematurely on medical grounds during the Settlement Class Period and that you were not fully paid the wages that would have accrued had your employment not ended earlier than expected.

Claimants eligible to participate in the settlement who submit a timely and valid proof of claim and whose claim arose on or after June 15, 2003 shall be entitled to be paid an amount equal to 50% of the difference between the total wages that would have accrued under their contract had their employment not ended earlier than expected on medical grounds, and the amount of wages they were in fact paid under that contract, whether paid as sick wages or paid upon Claimant's return to work. Claimants submitting a timely and valid proof of claim whose claim arose between June 15, 2002 and June 14, 2003, inclusive, shall be paid 20% of the difference between the total wages that would have accrued under their contract had their employment not ended earlier than expected on medical grounds, and the amount of wages they were in fact paid under that contract, as sick wages or upon Claimant's return to work.

In the event the Settlement Fund is insufficient to pay all timely, valid claims in full, payments to all class members (other than the Class Representative Plaintiffs) shall be on a pro rata basis, such that each class member (other than the Class Representative Plaintiffs) shall receive the same percentage of his or her allowable claim as the percentage each other class member receives of his or her allowable claim.

Settlement Class Period, and including those whose employment with Princess ended earlier than expected on medical grounds. Plaintiffs brought this litigation to require Princess to pay adequate wages to employees, including employees whose employment on Princess ships was prematurely terminated on medical grounds. Plaintiffs allege that Princess failed to timely pay earned wages, failed to pay all earned wages, including overtime pay, and that Princess violated other provisions of law pertaining to calculation and payment of earned wages. Princess denies that it owes any such additional wages.

Reasons for Settlement: This Settlement presents a substantial recovery in light of the risk that the Class would not prevail on some or all of their claims. The Settlement avoids the costs and risks associated with continued litigation - including the danger of no recovery - and provides a considerable benefit to the Settlement Class now.

Attorneys' Fees and Expenses: Plaintiff's counsel has not received any payment for his work investigating the facts, conducting this litigation and negotiating the settlement on behalf of the Settlement Class, nor has been reimbursed for his out-of-pocket expenditures. Plaintiff's counsel has spent time and effort in the prosecution of this litigation on a contingent basis, and has advanced the expenses of the litigation in the expectation that if he was successful in obtaining a recovery for the Class he would be paid from such recovery. If the Court approves the Settlement, Plaintiff's counsel will ask the court for attorneys' fees not to exceed thirty percent (30%) of the Settlement Fund and for twice the amount of unearned wages for each of the four named Plaintiffs. In this type of litigation it is customary for counsel to be awarded a percentage of the common fund 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	The only way to obtain a payment is to fill out and return the attached "Proof of Claim" Form. Failure to do so will result in a waiver of your claims unless you exclude yourself from the settlement or object to the settlement.
EXCLUDE YOURSELF	This is the only option that allows you to participate in another lawsuit against Princess relating to the claims being released in this case. To exclude yourself from the settlement, fill out and return the attached "Opt Out" form or otherwise provide written notice that you intend to opt out. If you so opt out, you will not receive payment from this settlement.
OBJECT	You may write the Court if you object to the Settlement. You may also speak in Court about the fairness of the Settlement if you have timely filed an objection.
DO NOTHING	If you feel you have been properly paid or for any other reason do not wish to participate in this lawsuit against Princess and you do not intend to file your own separate lawsuit against Princess, you can simply do nothing. You will receive no payment from Princess, but you will still be bound by the settlement, and any claim you may have under this settlement would be waived.
DEADLINES	
SUBMIT CLAIM	FEBRUARY 26, 2007
REQUEST EXCLUSION	FEBRUARY 26, 2007
FILE OBJECTION	FEBRUARY 27, 2007
FAIRNESS HEARING	APRIL 23, 2007

Fairness Hearing: The Court has scheduled a hearing on April 23, 2007, before the Honorable Stephen V. Wilson, United States District Judge at the United States District Court for the Central District of California, at 1:30 p.m., 312 North Spring Street, Los Angeles, California, 90012, at Courtroom 6, to consider whether to grant final approval of the Settlement (the "Fairness Hearing"). The Fairness Hearing may be rescheduled by the Court without further notice. Any Settlement Class Member may appear at the Fairness Hearing to argue that the proposed Settlement should not be approved and/or to oppose the applications for attorneys' fees and expenses and class representative fees. But in order to be heard at the hearing, you must make any objection in writing, file it with the Court and serve it on the parties to the lawsuit no later than February 27, 2007. You do not need to attend the Settlement Hearing if you do not wish to object. Any person who fails to object in the manner and by the date described above shall be deemed to have waived any objections, and shall be barred forever from raising such objections in this or any other action or proceeding.

How To Obtain Additional Information: This is only an abbreviated summary of the proposed settlement and release. In order to receive additional information,

Claims Administrator PRINCESS CRUISE LINES LTD. Guliluy Litigation Claims 24305 Town Center Dr. Santa Clarita, CA 91335 USA	Plaintiffs' Counsel Joseph Farzam, Esq. Law Offices of Farzam & Associates 1875 Century Park East, Suite 1345 Los Angeles, CA 90067 USA 91335
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PLEASE DO NOT CONTACT THE COURT
Accurate claims processing takes a significant amount of time.
If you have any questions, call: 1-866-216-4838