

**SETTLEMENT**  
**EXHIBIT A**

As an integral component of their settlement, the Parties agree that the Defendant will adopt and maintain the following business practices with respect to the operation of the Sea Queen II, the Sea Queen IIA, and/or any other fishing boats owned or operated by Defendant in the future, for so long as Defendant owns or operates said vessels.

1. Defendant will use his best efforts to hire only reputable labor brokers. Indicia of a reputable labor broker includes the following: the broker does not charge the worker a recruitment fee or impose other costs related to obtaining employment; the broker does not impose a contract breach fee; prior to the worker's departure from his country of origin, the labor broker provides the same enforceable, written contract to the worker and the employer in their own languages that accurately reflects the terms and conditions of employment, including the location, requirements and tasks of the job for which the worker is recruited; the labor broker should be licensed and registered to do business; the labor broker does not operate through unknown or unlicensed intermediaries, and does not transfer a worker on the high seas to a vessel not named in his/her contract. Defendant will request that the labor broker clearly inform candidates that non-U.S citizen crew members will not receive a visa to enter the United States or be eligible for landing permits, and as a result will be required to remain on board the vessel except as provided for in paragraphs 8 & 11 below. The Defendants will ensure that such warning is included in the written contract.
2. Defendant will not charge or threaten to charge any crew member for fuel or other costs associated with obtaining the crew member.
3. Defendant will ensure that the crew member and employer each have copies of the same operative contract, with the crew member's copy in his/her own language.
4. Defendant will compensate crew members in accordance with the operative contract.
5. Defendant will pay crew members while they are in port and provide access to some sort of inexpensive money transfer, bank or wire transfer service.
6. Defendant will provide crew members with use of appropriate and proper protective clothing in good condition, at no charge to the crew members.
7. Defendant will provide crew members with adequate meals at appropriate intervals. If a crew member has dietary restrictions or needs, it is up to him to communicate that information to the captain of the vessel prior to departing port.
8. Defendant will use his best efforts to provide injured crew members with appropriate medical attention, including if requested at a licensed medical facility at the first available opportunity, subject to permission of customs authorities for crew member to leave the boat, including through procedures such as humanitarian parole or significant public benefit parole. See <https://www.uscis.gov/humanitarian/humanitarian-parole/guidance-evidence-certain-types-humanitarian-or-significant-public-benefit-parole>. Defendant will

make such a request of customs authorities on behalf of the crew member and/or or assist the crew member in making such a request, and will make reasonable efforts to assist in providing the necessary documentation and/or evidence in support.

9. The Plaintiffs acknowledge and agree that fishing conditions may be dictated by nature and are unpredictable. Defendant shall ensure that that there is sufficient crew on board to allow safe navigation and operation and that crew members have regular periods of rest of sufficient length to avoid or limit fatigue. Minimum hours of rest ordinarily shall not be less than (i) ten hours in any 24-hour period; and (ii) 77 hours in any seven-day period. The parties agree that the Captain may require crew members to perform any hours of work necessary for the immediate safety of the vessel, the persons on board or the catch, or for the purpose of giving assistance to other boats or ships or persons in distress at sea. Accordingly, the captain may suspend the schedule of hours of rest until the normal situation has been restored. As soon as practicable after the normal situation has been restored, the captain shall ensure that crew members are provided with an adequate period of rest.
10. Defendant will ensure crew members have full access to their passports and other travel documents, in accordance with the 2012 U.S. Customs and Border Protection “Vessel Inspection Guide,” *see* Guide at page 34, [https://www.cbp.gov/sites/default/files/documents/vessel\\_guide\\_4.pdf](https://www.cbp.gov/sites/default/files/documents/vessel_guide_4.pdf), and with any updated guidance provided by U.S. Customs and Border Protection. Defendant will offer to safely store crew members’ passports and other travel documents aboard the vessel at no cost to the crew member, and to provide full access to such documents upon request. If a crew member elects to maintain possession of his passport and other travel documents, he accepts responsibility for any loss, theft or damage to such documents and acknowledges that failure to produce such documents to customs and other governmental authorities upon demand could have serious consequences, including deportation.
11. In the event that a crew member decides to terminate his contract early, Defendant will provide information about inexpensive return home options and will assist in making arrangements for such crew member to leave before the end of his employment term upon the next return of the vessel to port. Such arrangements may require the approval of, customs authorities, including through Humanitarian or Special Public Benefit Parole, and may take a number of days to complete.
12. Defendant will provide crew members with a flyer, in their own language, informing of their basic rights and responsibilities in conjunction with their employment, including their right to Humanitarian or Significant Public Benefit Parole, to contact an attorney, and to return home without penalty, and their responsibility in the ordinary course to remain onboard the boat when coming into port. The flyer agreed upon by the Parties is attached hereto as Exhibit 1
13. Defendant will have no business dealings with Hernan Santiago or PT Shilla Nusantara. This provision is without prejudice to any claims or causes of action Defendant may have against Hernan Santiago or PT Shilla Nusantara arising out of this litigation

14. Defendant will, for the next three years, provide an annual written confirmation under penalty of perjury to Plaintiffs' counsel that he is in compliance with the foregoing business practices; confirmation will include identification of the number of crew members hired and their countries of origin, identification of any labor brokers used, and the number of instances (if any) of crew members requesting to be released early from their contracts (or for humanitarian parole) and return home.
15. Such confirmation shall be provided to Legal Aid at Work, annually, within 30 days of the anniversary date of this Agreement.