

WILLIS CLAIMS ADMINISTRATOR
C/O RUST CONSULTING, INC.
PO BOX 1129
MINNEAPOLIS, MN 55440-1129

IMPORTANT LEGAL NOTICE



NAME
ADDRESS
CITY STATE ZIP

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ADRIANNE CRONAS and LINDA PASICHNYK,
individually and on behalf of all similarly situated persons,

Plaintiffs,

-against-

WILLIS GROUP HOLDINGS, LTD., WILLIS
OF NORTH AMERICA INC., WILLIS OF NEW
YORK, WILLIS OF NEW JERSEY, WILLIS OF
MASSACHUSETTS,

Defendants.

06 CV 15295 (RMB)(DCF)
ECF Case

**NOTICE OF SETTLEMENT
OF CLASS ACTION LAWSUIT**

TO: WOMEN EMPLOYED BY WILLIS OF NEW YORK, INC. (“Defendant” or “Willis”) AT ANYTIME FROM JANUARY 1, 2002 THROUGH DECEMBER 31, 2007 WHO HELD A POSITION ELIGIBLE FOR THE AWARD OF AN OFFICER TITLE (SUCH AS ASSISTANT VICE PRESIDENT, VICE PRESIDENT, SENIOR VICE PRESIDENT AND EXECUTIVE VICE PRESIDENT). THE LIST OF ELIGIBLE POSITIONS IS ATTACHED AS EXHIBIT A AT THE END OF THIS NOTICE.

- **PLEASE READ THIS NOTICE CAREFULLY.**
- **IF YOU WISH TO COMMENT IN FAVOR OF THE SETTLEMENT OR OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.**
- **YOU MAY BE ELIGIBLE TO RECEIVE MONEY FROM THE SETTLEMENT OF THIS CASE.**
- **YOUR LEGAL RIGHTS MAY BE AFFECTED BY THIS LAWSUIT.**
- **IF YOU RECEIVED THIS NOTICE ON BEHALF OF A CLASS MEMBER WHO IS DECEASED, YOU SHOULD PROVIDE THE NOTICE TO THE AUTHORIZED LEGAL REPRESENTATIVE OF THAT CLASS MEMBER.**

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A proposed settlement (the “Settlement”) has been reached between the parties in this class action pending in the United States District Court for the Southern District of New York brought on behalf of all individuals described above (the “Class”). The Court has preliminarily approved the Settlement, whose terms are set forth in a proposed Consent Decree, which is available at www.gslawny.com, and has conditionally certified the Class for purposes of Settlement only. You have received this Notice because the parties’ records indicate that you are a member of the Class. This Notice is designed to inform you of how you can comment in favor of the Settlement or object to the Settlement. If the Settlement is finally approved by the Court, the Settlement will be binding upon you, even if you object to the Settlement.

There will be a hearing on the settlement (“Fairness Hearing”) at 3:00 p.m. on December 12, 2011 in Courtroom 21B of the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York.

I. BACKGROUND OF THE CASE

On December 19, 2006, Adrienne Cronas filed this suit, *Cronas, et al. v. Willis Group Holdings Ltd., et al.*, No. 06 CV 15295, as a putative class action, asserting sex discrimination claims under 42 U.S.C. § 2000e-5 *et seq.*, 42 U.S.C. § 1981a, Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 (“Title VII”); and the New York State and City Human Rights Laws, N.Y. Exec. Law §§ 290 *et seq.*; and New York City Admin. Code §§ 8-107, *et seq.* The complaint also included an individual claim by Cronas of discriminatory demotion and discriminatory and retaliatory discharge arising from her termination on June 9, 2004. On July 3, 2008, an Amended Complaint was filed in which Linda Pasichnyk was also named as a plaintiff.

The plaintiffs claimed that female employees had been paid lower compensation (including salary, bonus, and stock options) than men doing the same work and were denied awards of officer titles and promotion to more senior positions than men received. They sought to change Willis's policies and to obtain lost earnings and other damages on behalf of themselves and other women who have held jobs covered by this case from January 1, 2002 through December 31, 2007.

Throughout the case, Willis denied and continues to deny all charges of wrongdoing or liability associated with all of the claims alleged, but wishes to resolve and settle the lawsuit and Ms. Cronas's individual claims. The Court did not rule on the merits of whether Willis discriminated against women or Ms. Cronas individually or whether Willis's conduct violated any laws.

Plaintiffs and Willis, and their counsel, have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interest of the members of the Class.

II. SUMMARY OF THE SETTLEMENT

The Consent Decree setting forth the terms of the Settlement provides for the following:

A. What changes in policies and practices did Willis agree to as part of the Settlement?

Willis and the attorneys for the Class have agreed to the following injunctive relief. This relief will take effect after final approval of the Consent Decree, after any appeal has been finally resolved, or after the time for appeal has run without any appeal. This relief will stay in effect through three complete salary cycles, with the exact date depending on when the relief takes effect and when the salary review cycle and subsequent review by the Monitor, as described below, is completed.

1. Performance Evaluations

Willis will utilize a performance appraisal system that uses factors that are anchored in observable behaviors that are necessary in achieving success in the job, and result in an overall numerical rating. Managers will be trained on how to administer the process properly, and evaluations will continue to be completed at least annually. The results of the performance evaluations will be used in setting and adjusting compensation. In addition, for supervisory employees, the performance appraisal will include factors which assess their efforts and success in cultivating and managing a diverse workforce.

2. Compensation Practices

Willis will set forth in writing the factors used to make compensation decisions, and ensure the factors are defined in sufficient detail to guide managers' compensation decisions. Before compensation decisions are final, Willis's Human Resources will review proposed decisions and evaluate whether there are significant (i.e., material) disparities, or a pattern of disparities, between similarly situated male and female employees, and will recommend adjustments if appropriate.

3. Promotion Practices

Willis will post all vacancies so that current employees will have the opportunity to apply for other positions at Willis of New York, Inc. Should Willis become aware of any formal or informal complaint of discriminatory promotion practice(s) based on gender within Willis of New York, Inc. – whether raised by employees, managers, Human Resources or Class Counsel, and whether raised to managers or to Human Resources and whether raised locally or to a Willis employee situated elsewhere – Willis will investigate and make any necessary adjustment within one hundred eighty (180) days. Willis will report these findings within one hundred eighty (180) days of the complaint.

4. Review by an Independent Monitor

Any revisions to Willis of New York, Inc.'s performance appraisal policy or compensation policy will be presented to a Monitor, Kathleen Lundquist, who has been agreed to by the parties, for review and comment before being adopted by Willis.

After Human Resources reviews compensation decisions and after adjustments, if any, are made, the same information will be provided to the Monitor, Kathleen Lundquist, to make an independent assessment of whether there are significant (i.e., material) disparities in compensation between similarly situated male and female employees which should be adjusted. If Willis does not make any adjustments proposed by the Monitor, then the Monitor will notify counsel for the parties.

B. Am I included in the Settlement?

You are included in the Settlement if you were employed by Willis of New York, Inc. at any time from January 1, 2002 through December 31, 2007 and held a position eligible for the award of an officer title (such as Assistant Vice President, Vice President, Senior Vice President and Executive Vice President). The list of eligible positions is attached as Exhibit A at the end of this Notice.

C. What is the legal effect of the Settlement on my rights?

If you are a member of the Class, the Settlement will affect you. If the Court grants final approval of the Settlement, described at Part V below, this action will be dismissed with prejudice and all Class Members will fully release and discharge Defendants from all claims for injunctive or monetary relief for claims of sex discrimination in regard to compensation and promotion arising at any time between January 1, 2002 to December 31, 2007. When a person “releases” claims, that means she cannot sue the Defendants for any of the claims covered by the release. If you are a Class Member and you have not previously released or resolved your claims, you will receive a payment based upon the distribution formula described below.

D. What will I receive from the Settlement?

The total Settlement Fund is \$11,595,030.85. That consists of (i) \$8,068,362.88 to compensate the class claims of all eligible Class Members, including the Class Representatives (the “Settlement Class Payment”); (ii) \$325,771.06 to compensate Cronas for her individual claims; and (iii) subject to Court approval, up to \$3,200,896.91 to compensate Class Counsel for their attorneys’ fees and expenses. If you are a Class Member, you will receive a share of the \$8,068,362.88, unless you have previously released or resolved your claims or potential claims. Your payment is for lost wages, and thus is subject to normal tax withholding. In the event that the Court approves a lower amount as compensation to Class Counsel, the remaining monies will be given to Class Members in a subsequent distribution, after deduction for expenses associated with this second distribution. Although we cannot determine the exact amount of your individual Settlement Payment at this time, your final Settlement Payment will be based on a formula devised by plaintiffs’ statistical expert, Dr. Mark Killingsworth, for use at trial. Using the percentage difference in compensation between men and women identified in Model 3 of Dr. Mark Killingsworth’s Expert Report as revised May 11, 2010, Dr. Killingsworth will calculate for each Class Member the additional compensation she would have earned under Model 3, for the weeks during the covered period (January 1, 2002 through December 31, 2007) in which she was employed by Willis of New York. The amount calculated for each eligible Class Member will be added together to calculate the total payments. Each Class Member’s proportionate share of the total payment will be calculated, and each eligible Class Member will be allocated that percentage of the Settlement Class Payment. For example, if a Class Member’s proportionate share of the total alleged back pay is ½ %, then she would be awarded ½ % of \$8,068,362.88, or \$40,341.81. Dr. Killingsworth’s calculation will be final.

E. Can I decide to opt out of this Settlement?

The Class is now certified under Rule 23(b)(2), which does **not** provide a right to opt out of the Class. This means that, after the Court grants final approval of the Settlement, you will not be able to bring your own separate lawsuit or other legal proceeding regarding the claims covered in this lawsuit, for the period covered by this lawsuit.

F. What if a Class Member is deceased?

The authorized legal representative(s) of a Class Member may receive a recovery on behalf of the Class Member.

G. How and what do I do to make sure the Claims Administrator has my correct address?

If your address changes from the address to which this Notice was directed, you must notify the Claims Administrator of your new address as soon as possible. Failure to keep the Claims Administrator informed of your address may result in the loss of any monetary award you might be eligible to receive. Please send new contact information to the Claims Administrator at the address listed below and include your old address, new address, new telephone number, date of birth, and Social Security number. These last two items are required so that the Claims Administrator can verify that the address change is from an actual Class Member.

Willis Claims Administrator
c/o Rust Consulting, Inc.
P.O. Box 1129
Minneapolis, MN 55440-1129
1-877-294-6778

H. What are the Class Representatives being paid?

As noted above, Cronas will be paid \$325,771.06 in settlement of her individual claims, which she filed against Willis Group Holdings, Ltd. and Willis of North America, Inc. in a complaint filed on December 19, 2006, and which she additionally filed against Willis of New York in an amended complaint filed on July 3, 2008. Cronas's individual claims are for discriminatory and retaliatory discharge, following a demotion which she also challenged as discriminatory. These claims were explored in extensive discovery, including depositions of Ms. Cronas and her former supervisors, production of numerous documents by Willis in response to demands by Cronas, and production by Ms. Cronas of documents and sworn statements supporting her claims by persons who had worked in her group.

Linda Pasichnyk also filed a separate lawsuit against Willis, *Pasichnyk v. Willis Group Holdings, Ltd., Willis of North America Inc., Willis Corroon Corporation of New York, Inc., and Willis Americas Administration*, Index No. 107097/2010, which is now pending in Supreme Court, New York County. This lawsuit alleges constructive discharge and a hostile work environment. This lawsuit is being settled separately by payments to Pasichnyk totaling \$355,866.06 and payment to counsel in that case of \$241,998.35 for their fees and costs in prosecuting these claims.

Theresa Reardon, who was dismissed as a class representative and class member, initiated a claim for arbitration against Willis. This arbitration claim is being settled separately by payments to Reardon totaling \$50,000 and payment to counsel in that case of \$157,104.74 for their fees and costs in prosecuting her claims.

These payments are paid in settlement of Cronas's and Pasichnyk's separate, non-class claims and are separate from and in addition to the shares of the \$8,068,362.88 class settlement payment that Cronas and Pasichnyk will receive as Class Members. The additional payments to Pasichnyk and to Reardon or their counsel, which are not part of the Settlement in this case, are not being reviewed by the Court.

I. What are Class Counsel's fees and costs?

Class Counsel are submitting a motion to the Court seeking approval for an award of \$3,200,896.91 for the attorneys' fees and out-of-pocket expenses incurred in litigating this case. Whatever amount is approved by the Court as legal fees and expenses will be deducted from the Settlement Fund. Class Counsel have represented that the amount sought is less than the time and disbursements actually expended and advanced in the more than seven years Class Counsel have investigated and prosecuted the claims being resolved in this Settlement. The motion for attorneys' fees and expenses will be posted at www.gslawny.com when it is submitted to the Court. It is anticipated that the motion will be submitted and posted on or before October 31, 2011.

III. CLASS REPRESENTATIVES' AND CLASS COUNSEL'S SUPPORT OF THE SETTLEMENT

The Class Representatives and Class Counsel support this Settlement. Their reasons include the inherent risks of denial of class certification in the non-settlement context (which has not been ruled upon by the Court), the risk of no recovery or limited recovery if a trial proceeded on the merits, and the inherent delays and uncertainties associated with litigation. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe the Settlement is fair, reasonable and adequate.

IV. WHAT OPPORTUNITY WILL I HAVE TO GIVE MY OPINION ABOUT THE SETTLEMENT?

If you wish to object to the Settlement, you may submit a written statement of the objection to the Claims Administrator at the address in the following paragraph. Your written objection should include all reasons for the objection.

To be considered, your objection must be mailed to: Willis Claims Administrator, c/o Rust Consulting, Inc., 625 Marquette Ave., Suite 880, Minneapolis, MN 55402 via First-Class United States Mail, postage prepaid, or by overnight mail or delivery service such as Federal Express or United Parcel Service, and must be received by December 5, 2011. The statement must also include your name, job title, dates of employment, address, and telephone numbers.

If you file an objection to the Settlement, you also have a right to appear at the Fairness Hearing either in person or through counsel hired by you (at your own expense). If you wish to appear at the Fairness Hearing, you should state your intention to do so in writing on your objection at the time you submit your written objection.

V. FAIRNESS HEARING

The Court will hold a Fairness Hearing at 3:00 p.m. on December 12, 2011 in Courtroom 21B of the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York, to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve Class Counsel's request for costs and attorneys' fees. The hearing may be postponed without further notice to the Class. You are not obligated to attend this hearing.

VI. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the Consent Decree, dated August 25, 2011, which is on file with the Clerk of Court and may be examined online at www.gslawny.com. Class Members without access to the internet may be able to review this document online at locations such as a public library. In addition, the pleadings and other records of this litigation, including the Consent Decree, may be examined at any time during regular business hours in the Clerk's Office of the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York, or you may contact Class Counsel for assistance in obtaining a copy of the Consent Decree.

The attorney for plaintiffs, who is also Class Counsel, is:

Robert L. Herbst, Esq.
Giskan Solotaroff Anderson & Stewart LLP
11 Broadway, Suite 2150
New York, NY 10004
1-646-964-9611

If you have any questions or require additional information, you may call or write to the above attorney or write to the Willis Claims Administrator, c/o Rust Consulting, Inc., P.O. Box 1129, Minneapolis, MN 55440-1129, stating that you are requesting assistance regarding the Cronas litigation.

**PLEASE DO NOT TELEPHONE THE COURT, DEFENDANTS' COUNSEL, OR WILLIS
FOR MORE INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS PROCESS!**

EXHIBIT A

JOB CODE	JOB TITLE
AZ100	Chief Financial Officer
AZ150	Regional Finance Officer
AZ300	Controller
AZ315	Insurance Controller
AZ400	Accounting Manager
AZ401	Insurance Accounting Manager
AZ445	Strategic/Fin Projects Mgr
AZ450	Senior Financial Analyst
AZ475	Financial Analyst
AZ600	Business Analyst
CA300	IMS Manager
CA310	Loss Control / Risk Manager
CA320	Senior Loss Control Risk Mgr
CA400	Senior Loss Control Consultant
CA410	Loss Control Consultant
CA420	Safety & Loss Control Engineer
CA430	SR Safety Loss Control Engr
CA500	Claims Manager
CA510	Claims Supervisor
CA520	Senior Claims Specialist
CA530	Claims Specialist
CA538	Senior Claims Adjuster
CA650	Claims Consultant
EA260	Regional Admin Officer
EA290	EVP - Special Projects
EA295	EVP - Operations
EA300	Chairman
EA310	Chief Executive Officer
EA315	President

JOB CODE	JOB TITLE
EA320	Chief Operating Officer
EA330	Managing Director
EA345	Production Manager - WNA
EA350	Region Manager
EA355	Unit Manager - WNA
EA385	Regional Partner
EA390	National Partner
GZ100	Chief Administrative Officer
GZ300	Office Manager
GZ310	Assistant Office Manager
GZ315	Analyst
GZ317	Communications Specialist
GZ318	Communications Manager
GZ320	Administration Manager
GZ420	Bus. Development Administrator
GZ504	Facilities Manager
HZ310	Regional HR Manager
IT043	Technical Specialist
IZ380	Bus Systems Coordinator IV
IZ430	Senior Programmer / Analyst
IZ471	Business Systems Manager
MA300	Marketing Director
MA310	Marketing Manager
MA325	Regional Marketing Officer
MA330	Senior Marketing Manager
MA400	Senior Broker - WNA
MA405	Broker - WNA
MA500	Senior Marketing Specialist
MA505	Market Strategy Specialist
MA510	Marketing Specialist

JOB CODE	JOB TITLE
MA515	Marketing Analyst
MA600	Resource Manager
MA620	Senior Resource Specialist
MA720	Bus. Development Administrator
NA001	Temporary--Consulting
NO100	Practice Leader
NO200	Senior Resource Consultant
NO250	Managing Director
NO490	Managing Consultant
NO500	Senior Consultant
NO505	Consultant
NW100	Wrap Trac Center Manager
PA310	Unit Manager / Team Leader
PA320	Asst Unit Mgr / Team Leader
PA500	Producer
PA525	Associate Producer
PA550	Investment Hire Producer
PA600	Producer / Account Executive
PA603	Senior Broker
PA605	Broker
RA001	Temporary--Producer/Service
RA340	Account Executive
RA342	Associate Client Advocate
RA345	Client Advocate
RA347	Senior Client Advocate
RA350	Senior Account Executive
RA550	Investment Hire Producer
RA600	Producer / Account Executive
SA001	Temporary--Client Services
SA200	Senior Client Manager

JOB CODE	JOB TITLE
SA210	Client Manager
SA220	Regional Service Officer
SA300	Client Services Manager
SA315	Senior Technical Broker
SA317	Technical Broker
SA320	Account Executive
SA330	Associate Account Executive
SA340	Client Services Supervisor
SA342	Associate Client Advocate
SA345	Client Advocate
SA347	Senior Client Advocate
SA350	Client Service Director, NA
SA355	Casualty Svc Unit Manager
SA358	Service Leader
SA400	Senior Account Manager
SA410	Account Manager
SA420	Assistant Account Mgr/CSR III
SA445	Associate Broker
SA500	Technical Assistant
SA800	Special Services Manager
TA200	Regional Executive Officer
TA300	Production Manager
TA305	Team Leader - WNA
TA310	Chief Executive Officer
TA320	Asst Unit Mgr/Team Leader
TA330	Managing Director
TA350	Region Manager
UO200	Underwriting Manager