

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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Shelley Hnot, et al., :
 :
 Plaintiffs, : No. 01-CV-6558 (GEL)
 :
 -against- : **CONSENT DECREE**
 :
Willis Group Holdings, Ltd., et al., :
 :
 Defendants. :
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TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	LITIGATION HISTORY	1
III.	DEFINITIONS.....	3
A.	“Willis”, “Defendant” and “Company”	3
B.	“Class Claims”	3
C.	“Class Complaint”	4
D.	“Class Counsel”	4
E.	“Class Member(s),” “Class,” and/or “Plaintiff Class”	4
F.	“Class Representatives”	4
G.	“Court” or “District Court”	5
H.	“Final Approval”	5
I.	“Effective Date”	5
J.	“Gender Discrimination” or “Discriminating on the Basis of Gender”	5
K.	“Covered Period”	5
L.	“Preliminary Approval”	5
M.	“This Case”	6
N.	“Settlement Fund”	6
IV.	GENERAL PROVISIONS	6
A.	Jurisdiction.....	6
B.	Effective Date and Duration of Consent Decree.....	6
1.	Effective Upon Final Approval and Exhaustion of Appeals	6
2.	Term of the Decree	6
3.	Modifications to the Decree.....	7
C.	Scope of Consent Decree	7
1.	Class Definition	7
2.	No Opt-out Rights.....	7
3.	Eligible Class Members	7
4.	Release of Claims	8
D.	No Admission	9
E.	Duty to Support and Defend the Decree	10
F.	Interpretation of Decree	10
1.	Nature of Agreement.....	10
2.	Calculation of Time	10
3.	No Modification of Title VII or State Law Requirements.....	10
4.	Counterparts.....	10
5.	Headings	11
6.	Entire Agreement	11
7.	No Waiver.....	11
8.	Severability	11
9.	Governing Law	12
10.	Extension Of Time By Agreement Of Parties	12

11. Binding Agreement.....	12
V. MONETARY RELIEF	12
A. Class Representative Bonuses.....	12
B. Allocation to Class Members.....	13
C. Tax Treatment.....	14
D. Schedule for Payment	14
E. Other Payment Issues.....	15
F. Distribution of Funds from Uncashed Checks.....	16
G. Payment of Settlement Administrator.....	16
VI. INJUNCTIVE RELIEF.....	17
A. Performance Evaluations	17
B. Compensation	18
C. Informing Managers of Consent Decree Requirements.....	21
D. Review and Comment.....	21
E. Monitor	22
VII. COVENANT TO COMPLY WITH GENDER DISCRIMINATION LAWS	22
VIII. DISPUTE RESOLUTION PROCEDURES	23
IX. REPORTING AND RECORDKEEPING	23
A. Document Preservation.....	23
B. Reporting Requirements	24
1. Reporting Schedule.....	24
2. Information to Be Reported	24
X. ATTORNEYS' FEES, COSTS AND EXPENSES	24
XI. NOTICE, FAIRNESS HEARING, FINAL APPROVAL	25
A. Notice.....	25
B. Comments and Objections	26
C. Dismissal With Prejudice at Expiration of Decree	27

I. INTRODUCTION

This case is a class action brought by Plaintiffs Shelley Hnot and Heidi Scheller (hereinafter collectively referred to as the “Class Representatives”) against Willis Group Holdings Limited, Willis North America Inc., Willis of New York, Inc., Willis of New Jersey, Inc., and Willis of Massachusetts, Inc. The plaintiffs allege that defendant Willis (defined below) engaged in a pattern or practice of discrimination on the basis of gender with respect to compensation and promotions in violation of 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, NYC Code §§ 8-107 and N.Y.Exec. Law §§ 290 *et seq.*; New Jersey Law Against Discrimination, N.J. Stat. § 10:5-12; and the Massachusetts Fair Employment Practices Act, Ch. 151B of Mass. General Laws.

In the interest of resolving the dispute between the parties without the expense, delay, and inconvenience of further litigation of the issues raised in this action, and in reliance upon the representations, mutual promises, covenants, and obligations set out in this Consent Decree, and for good and valuable consideration also set out in this Decree, the parties, through their undersigned counsel of record, hereby stipulate and agree as follows:

II. LITIGATION HISTORY

On July 18, 2001, three female current or former employees of Willis (defined below), Shelley Hnot, Theresa Jiminez and Maria Traverso filed a complaint on behalf of themselves and other similarly situated female employees of Willis pursuant to the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, as amended, 42 U.S.C. § 1981a. The initial complaint alleged a pattern or practice of discrimination on the basis of gender with respect to compensation and promotion, and also individual allegations of retaliation on behalf of

Plaintiff Shelley Hnot.

On October 2, 2001, Plaintiffs filed the First Amended Complaint, in which Heidi Scheller and Meg Mahon were also named as plaintiffs. A Second Amended Complaint was filed on September 8, 2004, which added claims arising under New York, New Jersey and Massachusetts state law.

Plaintiffs Traverso and Jiminez accepted Offers of Judgment submitted by Willis, and on December 8, 2003 judgment was entered on their behalf. Plaintiff Meg Mahon withdrew with prejudice her individual claims and withdrew as a class representative pursuant to a stipulation of the parties and So Ordered by the Court on May 10, 2004. The stipulation provided that Ms. Mahon could seek relief solely as a member of the certified class.

From 2002 through 2004 the parties engaged in extensive discovery. Plaintiffs took 13 depositions of current or former officers of Willis. Willis deposed Shelley Hnot, Heidi Scheller, Maria Traverso and Theresa Jiminez. Willis produced thousands of pages of documents, as well as workforce data in computer readable form and electronic copies of a voluminous quantity of email messages. Subsequently, the parties deposed each other's statistical experts on two occasions, and social science experts once.

The complaint alleged the existence of a nationwide class of current and former female employees who were employed by Willis in positions eligible for the award of officer titles at any time from October 30, 1998 through the present and plaintiffs sought discovery accordingly. The Court denied plaintiffs' request for nationwide discovery on November 13, 2002 and January 9, 2004. Defendants produced data for employees in the Willis of New York, Inc. offices in New York, the Willis of New Jersey, Inc. offices in New Jersey, and the Willis of Massachusetts, Inc. offices in Massachusetts.

Plaintiffs filed a motion for class certification. The Court granted that motion on March 21, 2005, certifying a class pursuant to Rule 23(b)(2) for the period from October 30, 1998 through December 31, 2001. Willis filed a motion to decertify the class which was denied on March 9, 2007. The parties completed a proposed pre-trial order and were prepared to begin trial in this matter on June 11, 2007.

Counsel for Willis and for the Class agree that the formal discovery conducted in this action, including the statistical and other analyses of the information produced in the course of discovery were sufficient to afford the parties the opportunity to assess the merits of their respective positions and to formulate a settlement on a fair and reasonable basis.

III. DEFINITIONS

A. “Willis”, “Defendant” and “Company”

For all purposes and terms of this Consent Decree, “Willis,” “Defendant” and “Company” shall mean Willis North America Inc., Willis of New York, Inc., Willis of New Jersey, Inc. and Willis of Massachusetts, Inc. collectively. However, Willis will only be required to comply with terms set forth in Section VI (injunctive relief) of the Consent Decree with respect to the Willis of New York, Inc. offices in New York, the Willis of New Jersey, Inc. offices in New Jersey, and the Willis of Massachusetts, Inc. offices in Massachusetts.

B. “Class Claims”

The claims certified by this Court on March 21, 2005, which included class claims under Title VII, New York State and City Human Rights Laws, NYC Code §§ 8-107 and N.Y.Exec. Law §§ 290 *et seq.*; New Jersey Law Against Discrimination, N.J. Stat. § 10:5-12; and the Massachusetts Fair Employment Practices Act, Ch. 151B of Mass. General Law alleged, generally, claims of a pattern or practice of gender discrimination in compensation

(including both salary and bonus) and promotions to and in officer titles against the Class Members (defined below) during the Covered Period (defined below).

C. “Class Complaint”

Plaintiffs filed the first amended class complaint of discrimination in this action on October 2, 2001 and plaintiffs filed the second amended class complaint of discrimination in this action on September 8, 2004 in the United States District Court for the Southern District of New York.

D. “Class Counsel”

All counsel of record who are signatories to this Consent Decree on behalf of the Class. They are as follows: Cohen, Milstein, Hausfeld & Toll, P.L.L.C., 1100 New York Avenue, N.W., Suite 500, West Tower, Washington, D.C. 20005 and Warshaw Burstein Cohen Schlesinger & Kuh, LLP, 555 Fifth Avenue, 11th Floor, New York, NY 10017.

E. “Class Member(s),” “Class,” and/or “Plaintiff Class”

The Class certified by this Court on March 21, 2005, which was defined as all current and former female employees who had been employed by the defendants in the Northeast Region in positions eligible for the award of officer titles at any time from October 30, 1998 through December 31, 2001. Because only data for employees of Willis of New York, Inc. offices in New York, the Willis of New Jersey, Inc. offices in New Jersey, and the Willis of Massachusetts, Inc. offices in Massachusetts was produced, the scope of the class encompassed by this settlement is limited to those employees. The specific positions eligible for the award of officer titles is set forth in the list annexed hereto as Exhibit A .

F. “Class Representatives”

Shelley Hnot and Heidi Scheller.

G. “Court” or “District Court”

The United States District Court for the Southern District of New York.

H. “Final Approval”

The entry of the Court’s Order granting approval of this Consent Decree as fair, reasonable and adequate to the class as a whole.

I. “Effective Date”

The date, after either: Final Approval, and any appeal has been finally resolved, or Final Approval and the time for appeal has run without any appeal. Upon the Effective Date, Willis and each member of the class shall become bound by the terms set out in this Consent Decree.

J. “Gender Discrimination” or “Discriminating on the Basis of Gender”

Discrimination on the basis of gender means unlawful discrimination against employees on the basis of their sex or gender, including but not limited to retaliation against an employee because he or she has opposed practices he or she believes in good faith to constitute unlawful sex or gender discrimination or has participated in processes designed to obtain relief for alleged unlawful sex or gender discrimination.

K. “Covered Period”

The Covered Period is the time period between October 30, 1998 and December 31, 2001.

L. “Preliminary Approval”

The entry of an Order granting preliminary approval of this Consent Decree, which reflects the Court’s view that the terms of this Decree are fair, reasonable and adequate to the class as a whole.

M. “This Case”

Refers to all proceedings relating to or arising from the Class Complaint, and the original Complaint filed on July 18, 2001.

N. “Settlement Fund”

The amount payable by Willis in satisfaction of the claims of the Class Representatives and Class Members with respect to Class Claims, *exclusive* of attorneys’ fees and expenses.

IV. GENERAL PROVISIONS

A. Jurisdiction

The Court has jurisdiction over the parties and the subject matter of this action. The Class Complaint asserts claims that, if proven, would authorize the Court to grant the monetary and equitable relief set forth in this Decree. Venue is proper in the Southern District of New York. This Court shall retain jurisdiction of this action during the duration of the Decree for the purpose of entering all orders, judgments and decrees which may be necessary to implement the relief provided herein. This Decree is not intended to confer jurisdiction in any court or administrative forum other than in the District Court where the Complaint was filed.

B. Effective Date and Duration of Consent Decree

1. Effective Upon Final Approval and Exhaustion of Appeals

Unless provided otherwise, the equitable provisions in this Decree are binding upon the parties upon the Effective Date.

2. Term of the Decree

The provisions of this Decree shall remain in effect for three years after the Effective Date of this Consent Decree.

3. Modifications to the Decree

The parties shall have the right to seek modification of the Decree by the Court to ensure that its purposes are fully effectuated. The parties may jointly agree to modify the Decree with the approval of the Court.

Upon application for a modification of the Decree, the movant shall bear the burden of proving by a preponderance of the evidence that circumstances make such modification necessary.

C. Scope of Consent Decree

1. Class Definition

Pursuant to Federal Rule of Civil Procedure 23(b)(2), by order dated March 21, 2005, this Court certified a Class of all current and former female employees who had been employed by the defendants in the Northeast Region, which the parties have agreed will mean the Willis of New York, Inc. offices in New York, the Willis of New Jersey, Inc. offices in New Jersey, and the Willis of Massachusetts, Inc. offices in Massachusetts, in positions eligible for the award of officer titles at any time from October 30, 1998 through December 31, 2001 as set forth in the list annexed hereto as Exhibit A.

2. No Opt-out Rights

If this Consent Decree is approved by the Court, all persons within the Class are bound by its terms.

3. Eligible Class Members

All persons who qualify as a member of the class are eligible to receive relief made available pursuant to this Decree, except that persons encompassed by the Class whose claims were adjudicated (including by acceptance of Offer of Judgment), settled, waived or released, and who, following such action, were not employed by Willis in a position

encompassed by the Class, are ineligible to receive any monetary relief under the Decree.

4. Release of Claims

a. *General Release by Class Representatives*

In consideration of the promises contained in, and the benefits provided or to be provided hereunder, this Consent Decree shall resolve, extinguish, and finally and forever release and discharge Willis, its past, present and future parent entities, subsidiaries, divisions, affiliates and related entities, successors and assigns, attorneys, assets, employee benefit plans or funds, and any of its or their respective past, present and/or future directors, officers, fiduciaries, agents, trustees, administrators, shareholders, employees and assigns, whether acting on behalf of Willis or in their individual capacities (“Company Entities”), and bar any and all claims, demands, causes of action, fees and liabilities of any kind whatsoever, whether known or unknown, which the Class Representatives ever had, now have, or may have, or in the future may have, from the beginning of the world to the date of Final Approval of the Decree, against any of the Company Entities, including but not limited to any claims arising from or related to events that occurred during the Covered Period. A separate general release will be signed by each class representative in a form that is acceptable to plaintiffs and defendants.

b. *Release by Class Members*

In consideration of the promises contained in, and the benefits provided or to be provided hereunder, this Consent Decree shall resolve, extinguish, and finally and forever release and discharge Willis, its past, present and future parent entities, subsidiaries, divisions, affiliates and related entities, successors and assigns, attorneys, assets, employee benefit plans or funds, and any of its or their respective past, present and/or future directors, officers, fiduciaries, agents, trustees, administrators, shareholders, employees and assigns,

whether acting on behalf of Willis or in their individual capacities (“Company Entities”) from the Class Claims (as defined in Section III, Definitions), or any claims challenging the same practices as the class claims, whether known or unknown, howsoever they may be denominated, arising during the Covered Period; and further this Consent Decree shall bar any and all claims, demands, causes of action, fees and liabilities arising from the Class Claims (as defined in Section III, Definitions), or any claims challenging the same practices as the class claims, howsoever they may be denominated, arising during the Covered Period, whether in law or in equity, whether known or unknown, which any of them, their representative, agents, heirs, executors, administrators, successors, or assigns, ever had, now have, or may have, against any of the Company Entities.

c. *Class Representatives and Class Members*

Upon the Effective Date, the doctrines of *res judicata* and collateral estoppel shall bind all Class Representatives and other Class Members with respect to all Class Claims. This Consent Decree may be pled as a full and complete defense to any subsequent action or other proceeding involving any person or party which arises out of the claims released and discharged by this Decree.

Nothing in the Decree shall be construed to bar any claims of Class Members that arise after the Covered Period or to bar any claims of the Class Representatives that arise after the Final Approval of the Decree.

D. No Admission

Willis expressly denies any wrongdoing or liability. This Consent Decree represents the compromise of disputed claims. It reflects the parties’ recognition that litigation of these claims would severely burden all concerned and would require a further commitment of time, resources and money. The Consent Decree does not constitute, is not intended to constitute,

and shall not under any circumstances be deemed to constitute, an admission by either party as to the merits, validity, or accuracy, or lack thereof, of any of the allegations, claims, or defenses alleged in this Case.

E. Duty to Support and Defend the Decree

The Class Representatives, Class Counsel and Willis each agree to use their best efforts to defend the Decree from any legal challenge, whether by appeal or collateral attack.

F. Interpretation of Decree

1. Nature of Agreement

This Consent Decree is a contract and shall, upon approval by the Court, also constitute an order of the Court, and all of its provisions shall be enforceable by the parties and as an order of the Court.

2. Calculation of Time

In computing any period of time prescribed or allowed by this Decree, unless otherwise stated, such computation or calculation shall be made consistent with Federal Rule of Civil Procedure 6(a) and 6(e).

3. No Modification of Title VII or State Law Requirements

Nothing in this Decree may be taken as modifying the statutory or regulatory obligations for initiating and maintaining administrative and judicial proceedings under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e-16 *et seq.*; New York State and City Human Rights Laws, NYC Code §§ 8-107 and N.Y.Exec. Law §§ 290 *et seq.*; New Jersey Law Against Discrimination, N.J. Stat. § 10:5-12; or the Massachusetts Fair Employment Practices Act, Ch. 151B of Mass. General Laws.

4. Counterparts

This Consent Decree may be executed in one or more counterparts, and each executed

copy shall be deemed an original, which shall be binding upon all parties to this Decree.

5. Headings

The headings in this Consent Decree are for the convenience of the parties only, and shall not limit, expand, modify, amplify, or aid in the interpretation or construction of this Consent Decree.

6. Entire Agreement

This Consent Decree, including Exhibits, comprises the full and exclusive agreement and understanding of the parties with respect to this settlement, and supersedes all prior written or oral agreements (including, without limitation, any and all term sheets previously agreed to by the parties). No representations or inducements to compromise this action have been made, other than those recited in this Decree. This Decree does not impose any obligations on the parties beyond the terms and conditions stated herein. Accordingly, this Decree shall not prevent or preclude Willis from revising its employment practices and policies or taking other personnel actions during the term of the Decree that do not violate the requirements of the Decree.

7. No Waiver

The waiver by any party of any term, condition, covenant, or representation of this Consent Decree or the breach of any term, condition, covenant, or representation herein, in any one instance, shall not operate as, or be deemed to be a waiver of, the right to enforce any other term, condition, covenant, or representation. The failure by any party at any time to enforce, or require performance of, any provision of this Decree shall not operate as a waiver of, or limit such party's right at a later time to enforce or require performance of such provisions or of any other provisions of this Decree.

8. Severability

Except as set forth below, if after Final Approval any term or provision of this Decree, or the application thereof to any person or circumstances, is held to any extent to be invalid or unenforceable, the remainder of this Decree, or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term and provision of this Decree shall be valid and enforceable to the fullest extent permitted by law. Notwithstanding the above, if (1) all of the monetary relief provisions in Section V; or (2) all of the equitable relief provisions in Section VI of this Decree are held to be invalid or unenforceable, the entire Decree shall be null and void.

9. Governing Law

The parties agree that the validity, construction, and enforcement of this Decree shall be governed by federal law.

10. Extension Of Time By Agreement Of Parties

All time deadlines established in this Decree may be extended by agreement of the parties.

11. Binding Agreement

This Consent Decree is binding on all parties and their successors, assigns, representatives, and trustees.

V. MONETARY RELIEF

In satisfaction of the claims of the Class Representatives and Class Members with respect to Class Claims, *exclusive* of attorneys' fees and expenses which are addressed separately in section X, Willis will pay \$8.5 million. This amount is hereinafter referred to as the "Settlement Fund."

A. Class Representative Bonuses

Prior to allocation of the Settlement Fund among all class members, \$60,000 will be allocated from the Settlement Fund to each Class Representative in compensation for (a) the time each devoted to serving as a class representative, including appearing for deposition, responding to interrogatories and document requests, and assisting in preparation for depositions taken of Defendants' officers, including attendance at such depositions; (b) the risks undertaken in filing charges and serving as a class representative, including that awardable litigation and other costs might be assessed against them; (c) the compensation claims arising under state law which provided each Class Representative a slightly longer statute of limitations than the Covered Period for Class Members; and (d) executing a general release rather than one limited to Class Claims.

The payments awarded to the Class Representatives shall be subject to approval by the Court, and any modification or reduction of any award sought by a Class Representative shall not affect the validity of the other terms of this Decree.

B. Allocation to Class Members

After deducting \$120,000 for the Class Representative Bonuses referred to above, the remainder of the Settlement Fund will be allocated among all eligible Class Members, including the two Class Representatives. The allocation will be done by formula, consistent with Model 2 of Dr. Mark Killingsworth's Expert Report of April 27, 2007. Using the percentage difference in compensation identified in Model 2, Dr. Killingsworth will calculate for each Class Member the additional compensation she should have earned according to Model 2, for the weeks during the Covered Period in which she was employed by Willis. For any eligible Class Member who worked for Willis after the time frame covered by a release or offer of judgment, only weeks worked within the Covered Period that post-date that release or judgment will be counted. The amount calculated for each eligible Class Member

will be added together to calculate the total lost wages (exclusive of interest). Each class member's proportionate share of the total lost wages will be calculated, and each eligible class member will be allocated that percentage of the Settlement Fund, after the bonus amounts for the class representatives have been deducted (\$8,380,000). For example, if a class member's proportionate share of the total lost wages is ½ %, then she would be awarded ½ % of \$8,380,000, or \$41,900. Dr. Killingsworth's calculation will be final. For the limited purposes of the Consent Decree only, Defendant does not object to the methodology for allocation of the Settlement Fund as described above.

C. Tax Treatment

Amounts paid to Class Members pursuant to this settlement will be treated as lost wages, subject to withholding of taxes required by law and reporting on IRS form W-2, except to the extent the amount is greater than the calculated lost wages. To the extent the total lost wages is less than \$8,380,000, the difference shall be treated as interest earned on lost wages, and thus reported on IRS form 1099 and not subject to withholding.

Amounts paid to Class Representatives as bonus amounts pursuant to section V(A) shall not be treated as wages and shall be reported on IRS form 1099.

D. Schedule for Payment

The parties will provide an agreed list of Eligible Class Members to Dr. Killingsworth no later than five business days after Final Approval of the Consent Decree. Within five business days following the Effective Date Dr. Mark Killingsworth will prepare and furnish to Willis a list of the amounts payable to each Eligible Class Member, and the portion, if any, attributable to interest as described in sub-paragraph C above (the "Schedule").

Within twenty business days of the Effective Date, Willis will issue a check to each Eligible Class Member in the amount calculated by Dr. Killingsworth, and will make

appropriate withholdings consistent with sub-paragraph C, above. Those checks, including a statement of any withholdings, will be delivered to the Settlement Administrator, who will transmit them to class members by certified, first-class mail as soon as practicable after receipt of the checks from Willis. Each check will be clearly marked that it must be cashed within 120 days of the date on the check. Willis will issue forms W-2 and 1099 as required, directly to class members.

In the event a check is returned to the Settlement Administrator as “undeliverable,” the Settlement Administrator shall, not later than seven (7) days after receipt of the returned check, attempt to locate the class member by using its best efforts and conducting an electronic search. If the Settlement Administrator is able to locate the class member through the search, it shall promptly re-send the check to the class member at the new address. All checks returned from class members for whom the Settlement Administrator is unable to find a new address or that are returned again after mailing to a second address, shall be held by the Settlement Administrator for not more than 120 days. If the class members whose checks are being held by the Settlement Administrator do not claim the checks within that time period, the funds shall be distributed as described in Section F.

E. Other Payment Issues

If a Class Member who is eligible to receive monetary relief under this Consent Decree is deceased at the time of such distribution hereunder, the Settlement Administrator may direct that the amount payable to such deceased Class Member be paid to the appropriate representative of her estate. If the Settlement Administrator determines that there is insufficient information or proof regarding the deceased person’s estate to permit such payment, the deceased person’s share shall be distributed as described in Section F.

Similarly, if a Class Member fails to cash an award check within one hundred twenty

(120) days following the date of the check, then the amount of the check shall be distributed as described in Section F. Within 180 days following the delivery of each set of checks to the Settlement Administrator, Willis will notify the Settlement Administrator of any checks not cashed within the aforementioned 120-day period.

F. Distribution of Funds from Uncashed Checks

Once all disbursements called for under this Decree have been made, and the Settlement Administrator has received the report of uncashed checks, any remaining balance up to \$5,000 will be used to pay the fees and expenses of Dr. Killingsworth (hereafter “Administrative Fees”). In the event that Killingsworth's fees exceed \$5,000 and/or the remaining balance of uncashed funds does not cover all of Dr. Killingsworth’s fees and expenses, Class Counsel will pay the difference.

If the balance remaining of uncashed funds after payment of the Administrative Fees totals less than \$100,000, the parties will jointly request that these remaining funds be distributed *cy pres* equally to Catalyst Inc. and Dress for Success Worldwide, both of which are charities organized under § 501(c)(3), Internal Revenue Code. If the balance of uncashed funds remaining after payment of the Administrative Fees totals \$100,000 or more, then the Settlement Administrator will calculate the *pro rata* share of each Class Member who received and cashed a check in the uncashed funds. The uncashed checks will be voided, and new checks issued by Willis in accordance with the calculations of the Settlement Administrator. The Settlement Administrator will then distribute those checks in the same manner as described above in sections D and E.

G. Payment of Settlement Administrator

The fees and expenses of Dr. Mark Killingsworth shall be paid by Plaintiff Class or as provided in Section V(F). The fees and expenses of the Settlement Administrator for

performing the tasks outlined in this Decree shall be paid by Defendant.

VI. INJUNCTIVE RELIEF

A. Performance Evaluations

Willis of New York, Inc., Willis of New Jersey, Inc. and/or Willis of Massachusetts, Inc. will revise their performance appraisal system for their New York, New Jersey and Massachusetts offices. The revised performance appraisal process will be submitted to the Monitor to review in accordance with the procedures set forth in section D, below. Any policy adopted by Willis of New York, Inc., Willis of New Jersey, Inc. and/or Willis of Massachusetts, Inc. must include, at a minimum, the following features:

1. The system will use factors for evaluating employee performance that are anchored in observable behaviors. The appraisal factors will be based upon areas of performance that are necessary to achieving success in the job(s) to which the evaluations apply.
2. A numerical rating will be assigned to each employee based on the appraisal factors.
3. Continue their policy that appraisals be conducted at least annually.
4. All managers who conduct performance appraisals will be trained on how to administer the process properly.
5. The appraisal(s) used for employees who have supervisory responsibilities will include one or more factors which assess their efforts and the extent of their success in cultivating and managing a diverse workforce.

6. The results of performance appraisals will be used in making decisions setting and adjusting compensation for all employees within the Willis of New York, Inc. offices in New York, Willis of New Jersey, Inc. offices in New Jersey, and Willis of Massachusetts, Inc. offices in Massachusetts.

B. Compensation

Willis of New York, Inc., Willis of New Jersey, Inc. and/or Willis of Massachusetts, Inc.'s compensation policies and practices will be submitted to the Monitor to review in accordance with the procedures set forth in section D, below. Any policy adopted by Willis of New York, Inc., Willis of New Jersey, Inc. and/or Willis of Massachusetts, Inc. must include, at a minimum, the following features:

1. Continue to set forth in writing, factors used in formulating base compensation and incentive awards.
2. Take steps to ensure that the factors are defined in sufficient detail to guide the managers making compensation decisions.
3. Criteria for setting or modifying base compensation for employees in client service roles who are not producers will be based on their performance.
4. For employees within the Willis of New York, Inc. offices in New York, Willis of New Jersey, Inc. offices in New Jersey, and Willis of Massachusetts, Inc. offices in Massachusetts: Human Resources will annually review for each business unit (a) base compensation, (b)

base compensation increases and (c) incentive compensation decisions, prior to their implementation, and evaluate whether adjustments should be made and make recommendations on adjustments. Human Resources' recommendations will be based on a comparison of similarly situated male and female employees. In identifying who is similarly situated Human Resources may consider business unit, among other factors. In addition, Human Resources will consider not only whether there is a disparity between two similarly situated employees of different gender, but also whether there is a pattern of disparities in compensation between similarly situated male and female employees.

5. Should Human Resources find a significant (i.e., material) disparity in compensation between similarly situated male and female employees, or a pattern of disparities in compensation between similarly situated male and female employees, Human Resources will eliminate the disparities unless their review shows compensation decisions have been made in a non-discriminatory manner and not based on gender. Human Resources will document the reasons that an adjustment is made or not made.
6. Willis will provide the Monitor with the same compensation spreadsheets reviewed by Human Resources in its annual compensation review, any other documentation relied upon by Human Resources during that review, and provide the Monitor with

its documented reasons for any adjustments made or not made, or other action taken. The Monitor will evaluate the materials provided by Human Resources and will make his or her own evaluation whether there are significant (i.e., material) disparities in compensation between similarly situated male and female employees, or patterns of disparities in compensation between similarly situated male and female employees, and will communicate with Human Resources about the compensation actions taken, and may recommend that adjustments in compensation be made. Human Resources will inform the Monitor as to whether any further adjustments were made by Willis within thirty days of receiving the Monitor's recommendation. If the Monitor disagrees with Willis' final compensation adjustments and/or actions he or she will report that opinion to counsel for Willis and to Class Counsel.

7. If Willis becomes aware of a complaint of discriminatory compensation practice(s) based on gender within the Willis of New York, Inc. offices in New York, Willis of New Jersey, Inc. offices in New Jersey, and Willis of Massachusetts, Inc. offices in Massachusetts – whether raised by employees, managers, human resources or Class Counsel – Willis will investigate within one hundred eighty (180) days and make any necessary adjustment. Willis agrees to report its findings to the complainant within one hundred eighty (180) days of the complaint.

C. Informing Managers of Consent Decree Requirements

No later than ten days after the Effective Date of the Decree, Willis shall provide to each local office CEO, COO or CAO, head Human Resources manager, and the Regional Executive Officer, Regional Administrative Officer and/or Regional Operating Officer within Willis of New York, Inc., Willis of New Jersey, Inc. and Willis of Massachusetts, Inc., a copy of the Consent Decree provisions relating to injunctive relief.

D. Review and Comment

With respect to those portions of the Injunctive Relief provisions of this Decree, Section VI(A)-(B), which require Willis to undertake a certain task and to produce the work product developed pursuant to that task to the Monitor before Willis implements such work product, the following provisions will apply:

1. Willis shall produce a copy of the work product to the Monitor at least forty-five days before Willis intends to implement the work product.
2. The Monitor shall have the right to review and provide comments to Willis on the work product. The Monitor shall provide his or her comments to Willis within twenty-one days of receipt of the work product.
3. Willis shall not implement the work product until it has received and given good faith consideration to the Monitor's comments.
4. Willis will provide any revised work product to the Monitor prior to implementing it.

5. If the Monitor believes that the final policy adopted by Willis is inconsistent with the requirements of the Consent Decree, he or she will report that opinion to counsel for Willis and to Class Counsel.

E. Monitor

1. The Parties will jointly agree to the Monitor. In the absence of agreement or in the event that the Monitor needs to be replaced, the parties will submit a list of four proposed Monitors (two names from each party) to the Court from which the Court will select the Monitor.
2. During each year in which the Decree is in effect and the Monitor is responsible for monitoring and enforcement of the Decree, the Monitor will be compensated for fees and expenses in an amount not to exceed \$25,000. The Monitor's fees and expenses will be paid by Defendant. A summary of hours expended and expenses incurred will be presented to Willis annually. If there is any dispute about the amount of fees and expenses payable to the Monitor, a fee petition will be presented to the Court.

VII. COVENANT TO COMPLY WITH GENDER DISCRIMINATION LAWS

Willis of New York, Inc., Willis of New Jersey, Inc. and Willis of Massachusetts, Inc. have had and continue to have written policies against discrimination based on gender. In accordance with those policies, the Company Entities will not discriminate on the basis of gender against any female officers or equivalents.

VIII. DISPUTE RESOLUTION PROCEDURES

In the event any dispute arises concerning implementation of the Consent Decree, Class Counsel and Willis will confer and use their reasonable efforts to resolve any disputes regarding the interpretation or implementation of the Decree.

The party wishing to raise the dispute shall give written notice, via overnight mail, to Class Counsel or counsel for Willis (Proskauer Rose LLP, 1585 Broadway, New York, New York, 10036, Attention: Bettina B. Plevan, Esq.; Willis North America, Inc., 26 Century Blvd., Nashville, TN 37214, Attention: Rob Lapinsky) of the specific issue in dispute and desired resolution sought. Within fourteen days after receiving such notice, the other party shall respond in writing and provide its written position. The parties shall thereafter undertake good faith negotiations, including a meeting by telephone or in person, and exchange of relevant documents or other information necessary to resolve the issues in dispute.

If such efforts fail to resolve a dispute regarding the interpretation or implementation of the Decree, then Class Counsel or Willis's counsel may file a motion with the Court requesting resolution of the dispute. The Court may award attorneys' fees to either party in accordance with applicable law.

IX. REPORTING AND RECORDKEEPING

A. Document Preservation

Willis shall retain final records required to be created or maintained by this Decree for the term of the Decree or as required by state or federal law, whichever is longer. Class Counsel shall be entitled to review, upon reasonable request, all final records required to be created or maintained by Willis pursuant to this Decree.

B. Reporting Requirements

1. Reporting Schedule

Willis shall report annually during the term of the Decree to the Monitor on its implementation of the policies and procedures set forth in Section VI of the Decree.

2. Information to Be Reported

The information Willis will report will include:

- a. The extent to which Performance Evaluation forms are completed for the relevant group of employees prior to completion of the salary review process each year.
- b. Compliance with Section VI(B) of this Decree.

X. ATTORNEYS' FEES, COSTS AND EXPENSES

Willis will pay Class Counsel reasonable attorneys' fees and expenses associated with representing the plaintiff class in addition to the amounts it will pay into the Settlement Fund for distribution to members of the class.

The parties will employ one or more of the following methods for determining the amount of attorneys' fees and costs payable to class counsel. (a) Following the exchange of non-privileged information, the parties may reach an agreement on the amounts of attorneys' fees and expenses payable to class counsel; (b) Following production of information useful to substantiating the amount of attorneys' fees and expenses to a third-party neutral, which may include privileged information if the parties agree the neutral will maintain the confidentiality of such information, the neutral may recommend or determine, as the parties' elect, the amount of attorneys' fees and expenses payable to class counsel; or (c) After submission of a petition for attorneys' fees and expenses, the Court will determine the amounts of fees and

expenses payable to class counsel. Regardless of the method employed for resolving this issue, the Court will ultimately determine the amount of attorneys' fees and expenses payable to Class Counsel during or after the fairness hearing held pursuant to Rule 23(e), Fed. R. Civ. P.

XI. NOTICE, FAIRNESS HEARING, FINAL APPROVAL

Subject to approval by the Court, the parties hereby agree to the following procedures and schedule for notice and submission of this Consent Decree to the Court for approval pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

A. Notice

The parties agree to submit this Consent Decree and attachments to the Court for approval preliminarily, and in doing so, agree to recommend that the terms of the Decree are fair, reasonable, and adequate to the Class as a whole, as Rule 23(e), Fed. R. Civ. P. requires. Attached to this Consent Decree as Exhibit B is a Notice of the Class Action and Proposed Settlement ("Notice"). The Notice contains a brief description of the claims advanced by the plaintiff class and Willis' denial of liability for such claims, a summary of the terms of the proposed settlement, and of the proposed settlement and a notice of a fairness hearing to be held pursuant to Rule 23(e), Fed. R. Civ. P. Should the Court give preliminary approval to the Consent Decree, the parties will issue the Notice to members of the class by the best means practicable.

No later than the date on which the motion for preliminary approval and this Decree are submitted to the Court, Willis shall prepare and deliver to the Settlement Administrator a computer disk (or other electronic format) containing the following information needed to distribute Notice and monetary relief to Class Members. Such information shall include for each class member: name; social security number; and last-known address. The Settlement

Administrator shall treat this information as confidential and update the information provided by Willis with any new addresses for such Class members it may obtain from the National Change of Address System to create a "Class Notice List." Within four days after Preliminary Approval of this Consent Decree, the Settlement Administrator shall send by certified mail, postage prepaid, to each person on the Class Notice List, a copy of the Notice.

If a notice is returned as "undeliverable," the Settlement Administrator shall use its best efforts and make an electronic search for such class member within seven (7) days of receipt of the returned notice, and the Settlement Administrator shall re-mail the notice to any additional address obtained.

The parties agree to request that the Court schedule a hearing to determine whether this Consent Decree is fair, reasonable, and adequate to the Class as a whole on November 19, 2007.

B. Comments and Objections

Class members who wish to present objections to the proposed settlement must do so in writing. Written objections shall state with specificity the provision(s) of the Decree to which the Class member objects. Written objections shall be mailed to the Settlement Administrator at Willis Claims Administrator, c/o Rust Consulting, Inc., P.O. Box 920, Minneapolis, MN 55440-0920, and must be received by the Settlement Administrator on or before November 12, 2007. Written objections should also state whether the Class member wishes to be heard at the Final Fairness Hearing. Any Class Member who timely files objections with the Settlement Administrator may, but is not required to, speak at the Fairness Hearing. Such class member may obtain their own attorney to speak on their behalf, but the objecting class member must bear the expense of any such attorney. Objections raised at the Fairness hearing shall be limited to those matters raised in timely written

objections.

The Settlement Administrator shall: (i) date stamp the original of any objections it receives, (ii) serve copies on Class Counsel and Willis' counsel no later than two (2) business days after the Settlement Administrator receives the objections, and (iii) file the date-stamped originals with the Clerk of the Court no later than November 14, 2007. The Settlement Administrator shall retain copies of all written objections until the Settlement Administrator is relieved of its duties and responsibilities under the Decree.

C. Dismissal With Prejudice at Expiration of Decree

The Class Complaint filed in this action against Willis shall be dismissed in its entirety, with prejudice, at the end of the term of this Decree, pursuant to a Joint Stipulation of Dismissal. The Class Complaint against Willis Group Holdings Limited shall be dismissed in its entirety, with prejudice, upon the Effective Date.

AGREED

Dated: October 18, 2007

Respectfully submitted,

WARSHAW BURSTEIN COHEN
SCHLESINGER & KUH, LLP

COHEN, MILSTEIN, HAUSFELD & TOLL
P.L.L.C.

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Attorneys for Defendants

SO ORDERED

Dated: _____

Gerard E. Lynch
United States District Judge

EXHIBIT A

Team Leader	Chief Financial Officer	Facilities Manager
Senior Broker	CFO & CAO	Human Resource Manager
Junior Broker	Controller	Regional HR Manager
Financial Institution Special	Insurance Controller	Ibs Coordinator
Producer	Accounting Manager	Bus Systems Coordinator IV
Account Executive	Insurance Accounting Manager	Senior Programmer / Analyst
Account Executive/Producer	Senior Financial Analyst	Business Systems Manager
Producer/Ae & New Bus Dev Mgr	Regional Financial Analyst	IS Support Analyst
Account Executive-Surety	Accountant	Technical Specialist
Marketing Director	Business Analyst	Marketing Director
Boiler & Machinery Manager	IMS Manager	Marketing Manager
Proposal Coordinator	Loss Control / Risk Manager	Senior Marketing Specialist
Marketing Executive	Senior Loss Control Consultant	Marketing Specialist
Marketing/Commercial Lines Rep	Loss Control Consultant	Marketing Assistant
Department Head	Safety & Loss Control Engineer	Resource Manager
Commercial Lines Manager	Claims Manager	Senior Resource Specialist
Commercial Lines Account Mgr	Assistant Claims Manager	Bus. Development Administrator
Benefits Division Manager	Claims Supervisor	Senior Resource Consultant
Service Manager	Senior Claims Specialist	Senior Consultant
Assistant Account Manager	Claims Specialist	Consultant
Prop/Cas Asst Vice President	Claims Consultant	Production Manager
Account Representative	Regional Executive Officer	Unit Manager / Team Leader
Ibs Coordinator	Chairman	Asst Unit Mgr / Team Leader
Loss Control Manager	Chief Executive Officer	Producer
Senior Engineer	Chief Operating Officer	Producer/Account Executive
Safety & Loss Control Engineer	Managing Director	Investment Hire Producer
Accounting Manager	Branch Manager	Producer / Account Executive
Financial Accounting Manager	Chief Administrative Officer	Senior Broker
Accounting Administrator	Office Manager	Broker
Senior Benefits Consultant	Assistant Office Manager	Associate Broker
Claims Manager	Communications Manager	Senior Client Manager
Assistant Claims Manager	Administration Manager	Client Manager
Senior Account Manager	Associate Account Executive	Client Services Manager
Account Manager	Client Services Supervisor	Senior Account Executive
		Account Executive