

United States District Court – Northern District of Illinois
NOTICE OF PENDENCY AND PROPOSED SETTLEMENT
OF CLASS ACTION AND SETTLEMENT HEARING

If you are a *female* who:

- Worked at any CB Richard Ellis, Inc. office in the United States;
- Between January 1, 1999 and October 4, 2007; and
- Experienced sexual harassment
- You may be eligible to receive up to \$150,000 through a proposed Class Action Settlement

You must complete and return one of the attached Tier 1 or Tier 2/3 claim forms by March 15, 2008 in order to be eligible to receive money.

Judge Wayne Andersen of The United States District Court for the Northern District of Illinois (“the Court”) has authorized this Notice. It is not a solicitation from a lawyer.

You are not being sued.

- There is a proposed Settlement with CB Richard Ellis, Inc. (“CBRE”) resulting from a class action lawsuit pending in federal court in Chicago. The name of the lawsuit is *Wiginton, et al. v. CB Richard Ellis, Inc.*, 02 CV 6832 (“The Lawsuit”).
- The lawsuit claims that female employees at CBRE were subjected to sexual harassment in violation of Title VII. CBRE has always denied, and continues to deny, all allegations of wrongdoing and liability in The Lawsuit.
- The proposed Settlement allows eligible female employees to submit a claim in one of three different Tiers, which are described in detail on the following pages. The Parties have agreed to appoint a Special Master, which is an independent third party who is affiliated with neither CBRE nor Plaintiffs, who will review each claim and determine how much money each claimant is entitled to receive, if any.
- You can decide to submit a claim in *one* of the three following tiers:
 - Tier 1 (awards of \$0 or \$1,500) requires you to submit a short claim form about the sexual harassment you experienced. If you submit a claim form under Tier 1, your identity will be kept completely confidential from CBRE.
 - Tier 2 (award range of \$0 to \$15,000) requires you to submit a more comprehensive claim form with more specific information about the sexual harassment you experienced. If you submit a claim form under Tier 2, CBRE will have an opportunity to respond in writing.
 - Tier 3 (award range of \$0 to \$150,000) requires the same type of claim form and response from CBRE as in Tier 2, but also requires you to appear in person before the Special Master to offer evidence through witnesses and testimony. CBRE will also be allowed to present evidence supporting its position.

*YOUR LEGAL RIGHTS ARE AFFECTED EVEN IF YOU DO NOT ACT.
READ THIS NOTICE CAREFULLY.*

What This Notice Contains:

BASIC INFORMATION3

1. WHY DID I GET THIS NOTICE?3

2. WHAT IS THE LAWSUIT ABOUT?3

3. WHY IS THIS A CLASS ACTION SETTLEMENT?3

4. HOW DO I KNOW IF I AM INCLUDED IN THE PROPOSED SETTLEMENT?3

5. CAN CBRE RETALIATE AGAINST ME FOR PARTICIPATING IN THIS SETTLEMENT?3

BENEFITS OF THE PROPOSED SETTLEMENT – WHAT YOU MAY GET4

6. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?4

7. WHAT ARE THE BASIC DIFFERENCES BETWEEN THE THREE TIERS?4

8. WILL THE SPECIAL MASTER CONSIDER ANY EVIDENCE ASIDE FROM THE INFORMATION INCLUDED IN THE CLAIMS PROCESS?4

9. HOW DO I DECIDE WHICH TIER I SHOULD FILE MY CLAIM UNDER?4

10. HOW DO I FILE A CLAIM?5

SUMMARY OF THE EQUITABLE AND CHARITABLE ASPECTS OF THE SETTLEMENT5

11. WHAT IS EQUITABLE RELIEF AND WHAT WILL CBRE HAVE TO DO?5

12. WHO WILL GET THE \$400,000 CHARITABLE CONTRIBUTION?5

YOUR OPTIONS AS A CLASS MEMBER5

13. WHAT ARE MY OPTIONS AS A CLASS MEMBER?5

14. HOW DO I REMAIN A CLASS MEMBER, AND WHAT DOES THAT MEAN?5

15. CAN I OBJECT TO, OR COMMENT ON, THE PROPOSED SETTLEMENT, AND, IF SO, HOW DO I OBJECT OR COMMENT?5

16. CAN I REQUEST EXCLUSION (“OPT-OUT”) OF THE SETTLEMENT AND, IF SO, HOW DO I OPT-OUT?6

THE LAWYERS REPRESENTING YOU6

17. DO I HAVE A LAWYER REPRESENTING MY INTERESTS IN THIS CASE?6

18. HOW ARE CLASS COUNSEL BEING PAID?7

19. ARE THE NAMED PLAINTIFFS RECEIVING ANYTHING FOR THE TIME AND EFFORT THEY CONTRIBUTED TO THE LAWSUIT?7

20. WHAT ELSE DOES CBRE HAVE TO PAY?7

21. SHOULD I GET MY OWN LAWYER?7

THE COURT’S FINAL APPROVAL HEARING AND THE FUTURE OF THE LAWSUIT7

22. WHEN AND WHERE WILL THE COURT DECIDE ON WHETHER TO GRANT FINAL APPROVAL OF THE PROPOSED SETTLEMENT?7

23. DO I HAVE TO ATTEND THE FINAL APPROVAL HEARING, AND IF SO, MAY I SPEAK?7

24. IF THE COURT APPROVES THE SETTLEMENT, WILL THAT END THE LAWSUIT?8

25. WHAT HAPPENS IF THE COURT DECIDES NOT TO GRANT FINAL APPROVAL OF THE PROPOSED SETTLEMENT?8

26. WHERE DO I OBTAIN MORE INFORMATION / WHO CAN ANSWER MY QUESTION(S)?8

27. HOW ARE THE PARTIES HANDLING PUBLICITY REGARDING THE LAWSUIT OR THE SETTLEMENT?8

28. WHAT ARE THE DEADLINES I NEED TO KNOW ABOUT?8

BASIC INFORMATION

1. Why Did I Get This Notice?

You were mailed this Notice because, according to CBRE's records, you are a female that has been employed at one of CBRE's offices in the United States between January 1, 1999 and October 4, 2007.

The purpose of this Notice is to inform you, as a potential Class Member, of (a) the existence of The Lawsuit; (b) a proposed Class Action Settlement of The Lawsuit, described below; and (c) your rights with respect to the proposed Settlement. Those rights include the right to be excluded from the Class and the Settlement. If you are a Class Member and do not request to be excluded in compliance with the procedures and deadline set forth below, you will remain in the Class and be bound by the terms of the Settlement.

2. What Is the Lawsuit About?

The five Named Plaintiffs, all former CBRE employees, filed this lawsuit on September 25, 2002 on behalf of a class of female employees, alleging that CBRE subjected them to sexual harassment in violation of Title VII.

Throughout this Lawsuit CBRE has denied, and continues to deny any wrongdoing or liability on its part, and denies specifically that it subjected female employees to sexual harassment or condoned or tolerated any such conduct.

Class Counsel have investigated and evaluated the claims asserted in The Lawsuit and have determined that the proposed Settlement is fair, reasonable, and adequate for the Class as a whole, in light of the benefits of the Settlement and the disadvantages of continuing The Lawsuit. The proposed Settlement is a compromise of disputed claims and does not mean that CBRE has any liability or admitted any wrongdoing alleged in The Lawsuit.

3. Why Is This A Class Action Settlement?

Plaintiffs filed their lawsuit as a class action, which is a lawsuit where one or more people called "class representatives" sue on behalf of people who have similar claims. The people together are a "class" or "class members." A court must determine if it will allow a lawsuit to proceed as a class action.

In 2004, the Named Plaintiffs in this case filed a motion for class certification seeking to certify a class of female employees who were allegedly sexually harassed during their employment with CBRE. The Court did not rule on that motion. However, as part of the Settlement, the Parties asked the Court to certify a Settlement Class solely for purposes of the Settlement. The Court agreed, and certified a class only for purposes of this Settlement.

4. How Do I Know If I Am Included in the Proposed Settlement?

You are a member of the Settlement Class if you fall into this definition and do not request exclusion from the class:

All female employees who were or have been employed by CBRE at any time during the period January 1, 1999 to October 4, 2007 (the "Class").

If you are a member of the Settlement Class, you may be entitled to recover money if you were sexually harassed at CBRE during the period January 1, 1999 to October 4, 2007.

However, you are not entitled to recover any money out of this Settlement if (1) you previously released all claims (including sexual harassment claims) against CBRE for the period January 1, 1999 to October 4, 2007, or (2) you were sexually harassed at a company or any of its subsidiaries that was acquired by CBRE for the time period prior to the acquisition. Such predecessor companies include but may not be limited to: Eberhart Co.; Boston Mortgage; Insignia Financial Group, LLC f/k/a Insignia Financial Group, Inc.; Trione & Gordon LLC; Welsh Ohio, LLC d/b/a Columbus Commercial Realty; CB Richard Ellis - Charlotte, LLC; Advocate Consulting Group, Inc.; Project Advantage Group, Ltd.; The Polacheck Company, Inc.; Management Co. and PAC, Inc.; CB Richard Ellis Hawaii, Inc.; Marshall & Stevens Incorporated; Trammell Crow Company; Krombach II, LLC; Krombach III, LLC; CBRE Technical Services, LLC a/k/a Emcor. However, if you experienced sexual harassment at CBRE after the effective date of acquisition, you can recover for the sexual harassment you experienced at CBRE.

If you are unsure whether you are entitled to any money out of this Settlement, you may submit a claim and should provide the Special Master with all relevant information, including, by way of example only, a copy of the signed release or the identity of the companies for which you worked, so that the Special Master can determine your eligibility.

You do not need to do anything to become part of the Settlement Class, **but you must complete one of the attached claim forms in order to be eligible to receive any money under the proposed Settlement. If you *do not* want to part of the Settlement Class, you must complete a Request for Exclusion Form (which is available from the Claims Administrator, see Paragraph 16 below).**

5. Can CBRE Retaliate Against Me For Participating In this Settlement?

Absolutely not. CBRE IS PROHIBITED FROM RETALIATING AGAINST YOU FOR PARTICIPATING IN OR RECEIVING ANY BENEFITS FROM THIS SETTLEMENT.

BENEFITS OF THE PROPOSED SETTLEMENT – WHAT YOU MAY GET

6. What Does The Proposed Settlement Provide?

The proposed Settlement has three parts: (1) a 3-tiered claim structure that provides for potential monetary payments to former and current employees who file claims that satisfy the applicable Claim Standards, as defined in Paragraphs 2.33, 2.34 and 2.35 of the Consent Decree, pursuant to the procedures for doing so; (2) changes to CBRE’s policies and procedures for responding to and dealing with claims of sexual harassment; and (3) a \$400,000 charitable contribution to provide annual scholarships over the next four years to junior and/or senior female undergraduate students concentrating their field of study in the real estate area in order to promote the entry and advancement of women in the real estate services industry.

The Tier Program will be administered by an independent and neutral expert called a “Special Master.” As part of the Settlement process, the Parties will agree on a Special Master and then the Court must approve him or her. The Special Master will be responsible for collecting, reviewing, and ultimately determining each female employee’s claim and how much each person will receive, if anything, for her claim.

7. What Are the Basic Differences Between the Three Tiers?

The following chart provides an overview of the similarities and differences between the three Tiers. For detailed information on each Tier and its Claim Standards, see Exhibit B-1.

Tier	Confidentiality	Summary of Claims Process	Money Available Under Each Tier
Tier 1	CBRE will not know that you have submitted a claim.	You must submit a brief claim form called a Tier 1 Form including your name, employment dates, office of employment, and a summary of the harassment you believe you experienced. The Special Master will review the claim and make sure that it meets certain criteria, explained further in Exhibit B-1. CBRE will have no opportunity to respond. If you meet the criteria, you will receive an automatic payment of \$1,500. On the other hand, if the Special Master determines that you do not meet the Tier 1 Claim Standard, you will receive nothing.	\$0 or \$1,500 Any award received will be reported to the IRS by the Claims Administrator and a 1099 form will be issued.
Tier 2	CBRE will know that you have submitted a claim and will know the nature of your claim.	You must provide the details of the sexual harassment that you believe you experienced at CBRE, including the “who, what, where, why, and when.” CBRE will have a chance to review your claim and <u>respond in writing</u> to your allegations. If the Special Master determines that you meet the Tier 2 Claim Standard, then he/she shall determine the appropriate amount of money to award, if any.	\$0 - \$15,000 Any award received will be reported to the IRS by the Claims Administrator and a 1099 form will be issued.
Tier 3	CBRE will know that you have submitted a claim and will know the nature of your claim.	You must provide the details of the sexual harassment that you believe you experienced at CBRE, including the “who, what, where, why, and when.” CBRE will have a chance to review your claim and <u>respond in writing</u> to your allegations. You may then submit a written rebuttal to CBRE’s written response. The Special Master may conduct additional investigation if s/he chooses. There will be a mandatory <u>in-person hearing</u> on your claim in Chicago, Illinois (with limited exceptions). Both you and CBRE may submit evidence and call witnesses. If the Special Master determines that you meet the Tier 3 Claim Standard, then he/she shall determine the appropriate amount of money to award, if any.	\$0 - \$150,000 Any award received will be reported to the IRS by the Claims Administrator and a 1099 form will be issued.

8. Will The Special Master Consider Any Evidence Aside From The Information Included in the Claims Process?

Yes. Prior to reviewing any individual claims submitted under the tier process, the Special Master will review the class-wide materials and arguments submitted by Plaintiffs and CBRE in connection with briefing Plaintiffs’ motion for class certification. In addition, the Special Master may, at his/her discretion, request that the attorneys for CBRE and for the Class give a live presentation about the Plaintiffs’ claims and CBRE’s defenses. ***You would not be required to attend or otherwise participate in this presentation.***

9. How Do I Decide Which Tier I Should File My Claim Under?

That is a personal decision, one which you must make on your own based on your own experiences, whether you want CBRE to know about your claim, the extent to which you would like to participate in the claims process, whether CBRE

will have the opportunity to respond to your claim, the level of scrutiny your claim will receive by the Special Master, and how much money you want to seek taking into account the ranges of possible monetary recovery and the caps on recovery in each tier.

You can only select one Tier. Once you select a Tier, you cannot change it.

10. How Do I File A Claim?

Attached to this Notice are Tier 1 and Tier 2/3 claim forms. If you want to be eligible to recover money under the proposed Settlement, you **MUST FILL OUT the claim form** and submit it to the Claims Administrator, **postmarked by March 15, 2008**, and addressed to:

**Wiginton, et al. v. CB Richard Ellis, Inc.
Claims Administrator
c/o Rust Consulting, Inc.
P.O. Box 9388
Minneapolis, MN 55440-9388**

SUMMARY OF THE EQUITABLE AND CHARITABLE ASPECTS OF THE SETTLEMENT

11. What Is Equitable Relief and What Will CBRE Have To Do?

Equitable relief is relief ordered by the Court that requires CBRE to change its conduct in the future. It does not involve the payment of money.

Here, CBRE has agreed to, among other things, certain changes in its policies and procedures to ensure that effective mechanisms are in place to prevent unlawful sexual harassment in the future, to conduct additional training for its supervisors and employees on sexual harassment, to conduct effective investigations of sexual harassment complaints, to improve its documentation policies and procedures, and to implement appropriate disciplinary and/or remedial action with respect to violations of its harassment policy.

CBRE must report its compliance with these terms to the Special Master for two years following Final Approval of the proposed Settlement.

12. Who Will Get The \$400,000 Charitable Contribution?

If the proposed Settlement is approved, CBRE will donate \$400,000 to the Commercial Real Estate Women (CREW) Network, an industry advocate for the success of women in commercial real estate, for the creation of a Women Scholars' Program. The purpose of the program is to provide annual scholarships over the next four years to junior and/or senior female undergraduate students concentrating their field of study in the real estate area in order to promote the entry and advancement of women in the real estate services industry.

YOUR OPTIONS AS A CLASS MEMBER

13. What Are My Options As A Class Member?

You have three options as a Class Member: (1) you may remain a Class Member; (2) you may file an objection to or comments in support of the proposed Settlement; or (3) you may request exclusion from the monetary part of the Settlement (which is known as "Opting-Out").

14. How Do I Remain A Class Member, And What Does That Mean?

To remain a Class Member and become a member of the Settlement Class, you need not do anything. You must, however, submit a written claim form by the due date in order to be eligible to seek money from the Settlement.

Being a Settlement Class Member means that if the Settlement is approved by the Court and the judgment becomes final, you will be entitled to the benefits of the Settlement and, if you submit a claim form and the Special Master determines your entitlement to it, you may receive money. In exchange for those benefits, you and your heirs, executors, administrators, representatives, agents, partners, successors, and assigns will be bound by any release, judgment or other disposition of this Litigation.

15. Can I Object To, or Comment On, the Proposed Settlement, And, If So, How Do I Object or Comment?

Yes. As a Class Member, you have the right to object to or comment in support of the proposed Settlement, the proposed award of attorneys' fees and expenses, or the proposed payment of service awards to the Representative Plaintiffs, described in Paragraph 19 below. For more details on your rights if you file an objection or comments, see Paragraph 23 below.

To file an objection to or comments on the proposed Settlement, you must submit a written statement setting forth: (1) your name, address, and telephone number; (2) the reference "*Wiginton v. CB Richard Ellis, Inc.*, No. 02 CV 6832"; (3)

your approximate dates and location of employment with CBRE and any other names under which you were employed at CBRE (if not the same as your present name); and (4) your objections, comments and any supporting arguments, to:

Clerk of the Court
 United States District Court for the
 Northern District of Illinois
 219 South Dearborn Street
 Chicago, Illinois 60604

You must also mail copies of your entire written submission to attorneys for the Class and CBRE’s attorneys at the following addresses:

<p><u>Lead Counsel for the Class</u> Kenneth A. Wexler Jennifer Fountain Connolly Amber M. Nesbitt Wexler Toriseva Wallace LLP 55 West Monroe St., Suite 3300 Chicago, IL 60603</p> <p>Elizabeth A. Fegan Hagens Berman Sobol Shapiro LLP 820 North Blvd., Suite B Oak Park, IL 60301</p>	<p><u>CBRE’s Counsel</u> Brenda H. Feis Christopher J. DeGross Anne E. Duprey Seyfarth Shaw LLP 131 South Dearborn St., Suite 2400 Chicago, IL 60603-5577</p>
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To be considered by the Court, your objections or supporting comments must be actually received by the Clerk of the Court, Attorneys for the Class, and CBRE’s attorneys no later than January 2, 2008.

See Paragraphs 22-23 below for information on attending the Fairness Hearing to voice your objection to of comment on the proposed Settlement.

16. Can I Request Exclusion (“Opt-Out”) Of The Settlement And, If So, How Do I Opt-Out?

If you want to pursue your own case against CBRE for damages based on the conduct Plaintiffs have alleged in The Lawsuit, you have the right to request exclusion from the Class. If you request exclusion from the Class, you will not receive any money from the Settlement and may pursue your own claims for money damages. You may **not** opt-out of the equitable relief provisions of the Settlement. **If you wish to be excluded from the money damages part of the Class for any reason, you must complete a Request for Exclusion Form.** These Forms are available from the Claims Administrator toll-free at **(888) 764-8860**, or by requesting one in writing at the address below. You must submit your Request for Exclusion Form to the Claims Administrator, **postmarked by January 2, 2008** and addressed to:

Wiginton, et al. v. CB Richard Ellis, Inc.
Claims Administrator
c/o Rust Consulting, Inc.
P.O. Box 9388
Minneapolis, MN 55440-9388

THE LAWYERS REPRESENTING YOU

17. Do I Have a Lawyer Representing My Interests In This Case?

Yes. The Court has appointed the following law firms to represent you and other Settlement Class Members:

<p>Elizabeth A. Fegan Hagens Berman Sobol Shapiro LLP 820 North Blvd., Suite B Oak Park, IL 60301</p>	<p>Kenneth A. Wexler Jennifer Fountain Connolly Amber M Nesbitt Wexler Toriseva Wallace LLP 55 West Monroe St., Suite 3300 Chicago, IL 60603</p>
<p>Daniel Gustafson Gustafson Gluek, PLLC 650 Northstar East 608 Second Avenue South Minneapolis, MN 55402</p>	<p>JoDee Favre Favre Law Office, LLC 5005 W. Main Street Belleville, IL 62226</p>

These lawyers are called Class Counsel. You won't be charged personally for these lawyers, but they will ask the Court to award them a fee that CBRE has agreed to pay. More information is provided in Paragraph 18 below. However, these lawyers are not submitting your individual claim forms for you; you must take steps to submit your own claim form and may retain your own attorney to do so if you wish.

18. How Are Class Counsel Being Paid?

Since they filed this case in 2002, Class Counsel have not received any payment for their services in prosecuting the lawsuit, nor have they been reimbursed for any out-of-pocket expenses. If the Court approves the proposed Settlement, Class Counsel will ask the Court to award them attorneys' fees and out-of-pocket expenses in the amount of \$3,400,000. This sum is considerably less than the actual attorneys' fees and expenses actually incurred by these lawyers. Any award of attorneys' fees will be paid separately from and will not reduce the benefits provided to Settlement Class Members under the Settlement. CBRE has agreed not to oppose an award that does not exceed \$3,400,000.

As a Class Member, you do not have to pay Class Counsel for the work that they performed on behalf of the Class.

19. Are the Named Plaintiffs Receiving Anything For The Time and Effort They Contributed To The Lawsuit?

As part of the Settlement, and subject to the Court's final approval of the Settlement, the Parties have agreed that CBRE will pay service payments to each of the Class representatives for the extensive time and effort they contributed to the prosecution of The Lawsuit in the following amounts: Amy Wiginton \$125,000; Kristine Moran \$100,000; Andrea Scott f/k/a Andrea Corey \$75,000; Norma Plank Fethler, as successor in interest to Dondi Plank \$25,000; and Olivia Knapp \$25,000.

20. What Else Does CBRE Have To Pay?

CBRE has agreed to pay all costs of sending this Notice to the Class, as well as the costs of administering the Settlement. CBRE has also agreed to pay Class Counsel certain amounts in the event certain fees are incurred for specified work performed after final approval of the Settlement, pursuant to Paragraph 14.2 of the Consent Decree.

21. Should I Get My Own Lawyer?

You do not need to get your own lawyer, but you do have the right to consult and/or retain an attorney of your choice, at your own expense, to advise you regarding the Settlement and your rights in connection with the Settlement. CBRE will not be responsible for any attorneys' fees incurred by you, except as described in Paragraph 18 above.

THE COURT'S FINAL APPROVAL HEARING AND THE FUTURE OF THE LAWSUIT

22. When And Where Will the Court Decide On Whether To Grant Final Approval of the Proposed Settlement?

The Court will hold a Fairness Hearing on January 9, 2008, at 9:30 a.m., before the Honorable Wayne Andersen, United States District Court Judge, at the United States District Court for the Northern District of Illinois, 219 S. Dearborn, Room 1403, Chicago, Illinois 60604, to determine: (1) whether the proposed Settlement of The Lawsuit on the terms set forth in the Consent Decree is fair, reasonable, and adequate for the Class as a whole and should be granted final approval; (2) whether the certification of the Class for Settlement purposes only should be made final; (3) whether the Court should enter the proposed judgment dismissing The Lawsuit with prejudice; (4) whether the Court should grant the application of Class Counsel for attorneys' fees and reimbursement of expenses and, if so, in what amount; and (5) whether the Court should grant the request for incentive awards to the Representative Plaintiffs and, if so, in what amount.

23. Do I Have To Attend the Final Approval Hearing, And If So, May I speak?

You do not have to attend the Fairness Hearing, unless you filed an objection or comment to the proposed Settlement. If you decide to attend, you must do so at your own expense.

If you filed an objection to or comments on the proposed Settlement (see Paragraph 15 above), you must appear at the Fairness Hearing either in person or through your own counsel. Failure to attend shall be deemed a waiver of any comments and/or objections. You may ask to be heard by the Court on your objection or comments. The Court will not permit you to be heard unless you first submit your objections or comments in writing in compliance with Paragraph 15 above and include in your comments a statement that you intend to appear and wish to be heard at the Fairness Hearing.

If you want your own lawyer to speak on your behalf at the Fairness Hearing, you must give the Court a paper that is called a "Notice of Appearance." The Notice of Appearance should use the following Civil Action Number: 02 CV 6832, and should include the name of the lawsuit, and state that you wish to enter an appearance at the Fairness Hearing. It also must include your name, address, telephone number and signature. Your "Notice of Appearance" **must** be mailed to and *actually received* by the Clerk of the Court at the address below no later than **January 2, 2008**:

Clerk of the Court
United States District Court for the
Northern District of Illinois
219 South Dearborn Street
Chicago, Illinois 60604

Class members who have timely requested exclusion ("opted out") from the Class may not participate at the Fairness Hearing.

24. If the Court Approves the Settlement, Will that End the Lawsuit?

Yes. If the Court approves the proposed Settlement, it will enter a judgment that will dismiss with prejudice the sexual harassment claims of Class Members, except those Class Members who request to be excluded from the Settlement.

25. What Happens If The Court Decides Not to Grant Final Approval of the Proposed Settlement?

If the Settlement is not granted final approval, or if the Settlement is granted final approval but the judgment does not become final, the certification of the Class will be vacated and The Lawsuit will proceed as though no proposed Settlement had been reached.

26. Where Do I Obtain More Information / Who Can Answer My Question(s)?

Any questions you may have about the matters described in this Notice should be directed in writing to any of the Class Counsel listed in Paragraph 17 above or to the Claims Administrator at **(888) 764-8860** or at the following address:

Wiginton, et al. v. CB Richard Ellis, Inc.
Claims Administrator
c/o Rust Consulting, Inc.
P.O. Box 9388
Minneapolis, MN 55440-9388

You may also send questions by e-mail to Class Counsel at CBRESettlement@wtwlaw.com. Further, the documents referenced in this Notice are available at www.cbrichardellislawsuit.com.

Copies of the Settlement Agreement and the pleadings and other documents filed in The Lawsuit are on file at the United States District Court for the Northern District of Illinois, and may be examined and copied during regular office hours at the Office of the Clerk of the Court, Northern District of Illinois, 219 South Dearborn Street, Chicago, Illinois 60604.

Do not direct any questions to the Court.

27. How are the Parties handling publicity regarding The Lawsuit or the Settlement?

The parties have agreed to a Joint Public Statement that will govern all communications with the media regarding The Lawsuit and the Settlement.

Furthermore, CBRE, Class Counsel, the Named Plaintiffs and their respective agents have agreed that all communications with the media and other non-parties to This Case regarding This Case shall be limited to the Public Statement. CBRE, Class Counsel, and the Named Plaintiffs and their respective agents have agreed that they will not engage in any unauthorized publicity regarding This Case and to refrain from making any disparaging remarks or comments about each other. You should refrain from engaging in any unauthorized publicity regarding This Case.

28. What Are the Deadlines I Need To Know About?

If you wish to **submit a claim**, the deadline for submitting a claim by U.S. mail is March 15, 2008. If you are submitting your claim by U.S. mail, it must be postmarked by this date.

If you wish to be **excluded from the Class**, you must mail your Request for Exclusion, postmarked no later than January 2, 2008, to the Claims Administrator at the address listed in Paragraph 16 above.

If you wish to submit **objections or supportive comments**, you must submit them in writing to the Clerk of the Court at the address listed in Paragraph 23, with copies to both of Plaintiffs' Co-Lead Counsel and CBRE's counsel at the addresses listed in Paragraph 17 above, such that they are received no later than January 2, 2008.