

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

----- X
CENTRAL LABORERS' PENSION FUND,)
))
Plaintiff,)
))
v.)
))
SIRVA, INC., BRIAN P. KELLEY,)
JOAN E. RYAN, JAMES W. ROGERS,)
RICHARD J. SCHNALL, CARL T. STOCKER,)
CREDIT SUISSE FIRST BOSTON LLC,)
GOLDMAN, SACHS & CO.,)
DEUTSCHE BANK SECURITIES INC.,)
CITIGROUP GLOBAL MARKETS INC.,)
J.P. MORGAN SECURITIES INC., BANC OF)
AMERICA SECURITIES LLC, MORGAN)
STANLEY & CO., INCORPORATED,)
PRICEWATERHOUSECOOPERS LLP, and)
CLAYTON DUBILIER & RICE, INC.)
))
Defendants.)
----- X

No. 04 C-7644
Judge Ronald A. Guzmán

SETTLEMENT AGREEMENT

TABLE OF CONTENTS

I. INTRODUCTION AND DEFINITIONS.....4
 A. Procedural History4
 B. Settlement Discussions and Discovery7
 C. Settlement Considerations.....8
 D. Definitions9
 II. PAYMENTS PURSUANT TO THE SETTLEMENT.....20
 A. The Cash Settlement Fund20
 B. The Escrow Agent23
 C. Plan of Allocation.....24
 D. Governance Improvements/Initiatives26
 III. SUBMISSION OF CLAIMS28
 A. Proof of Claim28
 IV. NOTICE TO THE SETTLEMENT CLASS.....30
 A. Mailing of the Notice30
 B. Summary Notice31
 C. Class Action Fairness Act Notices31
 V. RETENTION OF ADMINISTRATOR.....32
 VI. REQUESTS FOR EXCLUSION.....33
 VII. OBJECTIONS TO SETTLEMENT33
 VIII. RELEASE AND WAIVER, AND ORDER OF DISMISSAL34
 IX. ATTORNEYS’ FEES AND EXPENSES.....39
 X. PRELIMINARY APPROVAL ORDER40
 XI. FINAL APPROVAL AND FINAL JUDGMENT41
 XII. MODIFICATION OR TERMINATION OF THIS AGREEMENT41
 XIII. GENERAL MATTERS AND RESERVATIONS44

This settlement agreement is entered into by Central Laborers' Pension Fund ("Lead Plaintiff," individually and in its representative capacity on behalf of a Settlement Class (as defined herein)) and defendants SIRVA, Inc. ("SIRVA"); Brian P. Kelley, Joan E. Ryan, James W. Rogers, Richard J. Schnall, and Carl T. Stocker (collectively, the "Individual Defendants"); Credit Suisse First Boston LLC (currently known as Credit Suisse Securities (USA) LLC), Goldman, Sachs & Co., Deutsche Bank Securities Inc., Citigroup Global Markets Inc., J.P. Morgan Securities Inc., Banc of America Securities LLC, and Morgan Stanley & Co. Incorporated (collectively, the "Underwriter Defendants"); SIRVA's outside auditor, PricewaterhouseCoopers LLP ("PwC"); and a private equity sponsor, Clayton, Dubilier & Rice, Inc. ("CD&R") (all defendants together being referred to herein as the "Defendants," and Lead Plaintiff and Defendants together being referred to herein as the "Parties");

WHEREAS, a putative class action lawsuit was filed against SIRVA, the Individual Defendants, the Underwriter Defendants, PwC, and CD&R, alleging federal securities law violations on behalf of a class of SIRVA securities purchasers;

WHEREAS, Lead Plaintiff and Defendants jointly retained Antonio Piazza of Gregorio, Haldeman, Piazza, Rotman & Frank (the "Mediator") to mediate their disputes and, with the Mediator's assistance, reached a tentative agreement on April 14-15, 2007 on terms for the settlement of this case;

WHEREAS, since reaching the aforementioned tentative agreement, Lead Plaintiff and Defendants have engaged in good-faith efforts to complete the negotiation

of the terms of settlement, and have reached a definitive settlement, the terms of which are set forth herein; and

WHEREAS, the settlement of this Action agreed to by Lead Plaintiff and Defendants is subject to approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties, through their duly authorized counsel, that this Action and the matters raised by it hereby will be settled, compromised and dismissed on the merits and with prejudice, on the terms and conditions set forth in this Settlement Agreement and the Release set forth herein, subject to the approval of the Court.

I. INTRODUCTION AND DEFINITIONS

A. Procedural History

1. In November 2004, shareholders filed two putative class actions against SIRVA and certain of its current and former officers and directors, alleging federal securities law violations: *Central Laborers' Pension Fund v. SIRVA, Inc., et al.*, No. 04 C 7644 (the "*Central Laborers' case*"), and *Hiatt v. SIRVA, Inc., et al.*, No. 04 C 7532 (the "*Hiatt case*").
2. On January 25, 2005, plaintiffs in the *Hiatt case* (the only case then alleging claims under the Securities Act of 1933) voluntarily dismissed their complaint.
3. Plaintiff Richard Bassin, represented by Lerach Coughlin Stoia Geller Rudman & Robbins LLP, filed a complaint on February 17, 2005 against SIRVA and certain of its directors and officers in the Circuit Court for St. Clair County, Illinois,

alleging violations of Sections 11 and 15 of the Securities Act of 1933. *Bassin v. SIRVA, Inc., et al.*, No. 05 L 120 (the “*Bassin* case”). On April 28, 2005, all defendants in the *Bassin* case filed a joint removal petition in the United States District Court for the Southern District of Illinois under the Securities Law Uniform Standards Act (“SLUSA”), 15 U.S.C. § 77v(a). *Bassin v. SIRVA, Inc., et al.*, No. 05-314-GPM. Following a motion to transfer the *Bassin* case to the Northern District of Illinois, that case was consolidated for all purposes with the *Central Laborers’* case.

4. On May 13, 2005, the plaintiff in the *Central Laborers’* case filed a “corrected” complaint alleging, in addition to the previous claims under Section 10 of the Securities Exchange Act of 1934, violations of Sections 11, 12(a)(2) and 15 of the 1933 Act in connection with SIRVA’s initial public offering (“IPO”) and secondary public offering (“SPO”) of SIRVA common stock.

5. In an order entered on March 29, 2005, this Court:

- a. appointed Central Laborers’ Pension Fund as the lead plaintiff in the Action; and
- b. approved Lead Plaintiff’s selection of Milberg Weiss Bershad & Schulman LLP, later succeeded by Saxena White P.A., as Lead Counsel.

6. On or about October 19, 2005, Lead Plaintiff filed a Corrected Amended Class Action Complaint (the “First Amended Complaint”) against SIRVA, the Individual Defendants, the Underwriter Defendants, PwC, and CD&R.

7. The First Amended Complaint asserts claims based on Sections 10(b), 20(a) and 20A of the Securities Exchange Act of 1934, and S.E.C. Rule 10b-5, as

well as on Sections 11, 12(a)(2) and 15 of the Securities Act of 1933. It asserts claims on behalf of a proposed class of all persons and entities (with the exception of the Defendants and certain related persons and entities) who purchased SIRVA stock between November 25, 2003 and January 31, 2005.

8. On January 3, 2006, the Defendants filed motions to dismiss the First Amended Complaint.

9. In an order entered September 22, 2006, the Court granted Defendants' motions to dismiss in part and denied them in part. The Court dismissed all claims relating to alleged manipulation of SIRVA's insurance reserves, certain claims relating to SIRVA's European Operations division and to accounting errors, and claims brought under Section 12(a)(2) of the 1933 Act against SIRVA and the Underwriter Defendants.

10. On October 23, 2006, Lead Plaintiff filed a Second Amended Complaint in which it endeavored to particularize claims that the Court had dismissed without prejudice in its order of September 22 and that related to alleged manipulation of SIRVA's insurance reserves.

11. On November 14, 2006, SIRVA, the Individual Defendants, and CD&R answered the Second Amended Complaint. In their respective answers, SIRVA, the Individual Defendants, and CD&R denied that they had engaged in any wrongdoing and asserted numerous affirmative defenses.

12. On November 15, 2006, SIRVA, the Individual Defendants and CD&R again moved to dismiss the claims relating to alleged manipulation of SIRVA's insurance reserves. Those motions are pending.

13. On November 17, 2006, PwC answered the Second Amended Complaint. In its answer, PwC denied that it had engaged in any wrongdoing and asserted numerous affirmative defenses.

14. On November 20, 2006, the Underwriter Defendants answered the Second Amended Complaint. In their answer, the Underwriter Defendants denied that they had engaged in any wrongdoing, denied that they had violated Section 11 of the 1933 Act, and denied that the Second Amended Complaint set forth a valid claim against them. The Underwriter Defendants also asserted numerous affirmative defenses, including the defense of due diligence.

15. By an order dated January 30, 2007, the Court lifted the PSLRA stay on discovery and permitted full merits discovery to proceed on all allegations in the Second Amended Complaint.

16. Following the lifting of the PSLRA stay on discovery, Defendants produced more than 2.5 million pages of documents to Lead Plaintiff.

B. Settlement Discussions and Discovery

1. On March 19, 2007, Lead Plaintiff and Defendants jointly requested that the Court grant a temporary stay of the Action so that the Parties, through a mediator, could determine whether a settlement could be reached. The Court granted that request.

2. On April 14-15, 2007, the Mediator held a mediation session in San Francisco, California, with representatives of Lead Plaintiff, each of the Defendants (except Ryan), and defendant SIRVA's directors and officers liability insurance carriers.

3. Prior to the mediation session, Lead Plaintiff had been advised by various consultants and experts, had received—and was in the process of reviewing—over 2.5 million pages of documents produced by the Defendants in discovery, and had conducted approximately 120 interviews of 83 individuals concerning the matters at issue in this Action.

C. Settlement Considerations

1. Based upon their investigation and evaluation of the facts and law relating to the claims alleged in the Complaint, Lead Plaintiff and Lead Counsel (both of which have extensive experience in securities class action litigation) have agreed to settle the Action pursuant to the terms of this Settlement Agreement after considering, among other things, (i) the substantial benefits to Settlement Class Members under the terms of the Settlement Agreement; (ii) the attendant risks of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation; (iii) the desirability of consummating this Settlement Agreement promptly in order to provide effective relief to Settlement Class Members; and (iv) their belief, supported by discovery, that the settlement is fair, reasonable and adequate, and in the best interests of Settlement Class Members.

2. The Defendants expressly deny the wrongdoing alleged in all of the Complaints filed in this Action and do not concede any wrongdoing or liability in

connection with any facts or claims that have been or could have been alleged against them in the Action, but consider it desirable for the Action to be settled and dismissed because the proposed settlement will (i) bring to an end the substantial expense, burdens and uncertainties associated with continued litigation of the claims made by Lead Plaintiff; (ii) finally put to rest those claims and the underlying matters; and (iii) confer substantial benefits upon each defendant including, without limitation, the avoidance of further expense and disruption of the management and operation of the corporate defendants' businesses due to the pendency and defense of the Action.

D. Definitions

1. As used in this Settlement Agreement, the following terms have the following meanings:

a. "Action" means the case captioned *Central Laborers' Pension Fund v. SIRVA, Inc., et al.*, No. 04 C-7644, in the United States District Court for the Northern District of Illinois, Eastern Division, together with all cases consolidated therewith as of the Final Settlement Date.

b. "Administrator" means the third-party agent or administrator whom the Court shall appoint in the Preliminary Approval Order to implement the Notice, Summary Notice, claims process, administration, and distribution of the Net Cash Settlement Fund, in accordance with the terms of this Settlement Agreement.

c. "Affiliate" means an affiliate of, or a person affiliated with, a specific person, and is a person that directly or indirectly through one or more

intermediaries, controls, or is controlled by, or is under common control with, the person specified.

d. “Attorneys’ Fees and Expenses Award” means such amounts as may be awarded to Lead Counsel from the Cash Settlement Fund, as provided for in Section IX below, for (1) an award of attorneys’ fees not to exceed one-third (33.33%) of the Cash Settlement Payment; (2) reimbursement of reasonable expenses and costs incurred in connection with prosecuting the Action; and (3) any interest on such attorneys’ fees, costs and expenses at the same rate and for the same periods as earned by the Cash Settlement Fund.

e. “Attorneys’ Fees and Expenses Order” means the order to be entered by the Court concerning the Attorneys’ Fees and Expenses Award, as provided for in Section IX .B below.

f. “Authorized Claimant” means a Settlement Class Member (or the representative of such Settlement Class Member including, without limitation, agents, administrators, executors, heirs, successors, Affiliates, and assigns) who submits a timely and valid Proof of Claim under the procedures set out in this Settlement Agreement.

g. “Cash Settlement Fund” means the fund consisting of the Cash Settlement Payment.

h. “Cash Settlement Fund Account” means an interest-bearing account under the control of Lead Counsel into which the Cash Settlement Payment shall be paid, which account shall be maintained as a Qualified Settlement Fund.

i. “Cash Settlement Payment” means fifty-three million, three hundred thousand dollars (\$53,300,000), which amount shall be paid by or on behalf of certain Defendants, pursuant to Section II.A below.

j. “Claim” means any and all actions, causes of action, proceedings, adjustments, executions, offsets, contracts, judgments, obligations, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, variances, covenants, trespasses, damages, demands (whether written or oral), agreements, promises, liabilities, controversies, costs, expenses, attorneys’ fees and losses whatsoever, whether in law, in admiralty or in equity and whether based on any federal law, state law, foreign law or common law right of action or otherwise, foreseen or unforeseen, matured or unmatured, known or unknown, suspected or unsuspected, hidden or concealed, accrued or not accrued.

k. “Company” means SIRVA.

l. “Complaint” means the Second Amended Complaint filed by Lead Plaintiff on October 23, 2006.

m. “Court” means the United States District Court for the Northern District of Illinois.

n. “Distribution Order” means an order issued by the Court approving any additional fees and expenses to be paid from the Cash Settlement Fund Account, evaluating the Administrator’s determinations and recommendations concerning the acceptance or rejection of all submitted Proofs of Claim, resolving any outstanding disputes regarding submitted Proofs of Claim, and directing Lead Counsel

and/or the Administrator to distribute the Net Cash Settlement Fund to all Authorized Claimants. The motion for a Distribution Order shall be filed by Lead Counsel, with notice to Defendants and after the Final Settlement Date, after the Administrator has processed and evaluated all duly submitted Proofs of Claim, has determined which Proofs of Claim must be reasonably rejected or accepted, and has determined the Recognized Claim (as defined in the Plan of Allocation) to be distributed to each Authorized Claimant whose claim has been duly accepted.

o. “Escrow Agent” means Lead Counsel, their successors or their duly authorized agents. The Escrow Agent shall hold, invest and disburse the Cash Settlement Fund in accordance with the terms set forth in Section II.B below, or a Court order, as applicable.

p. “Execution Date” means the date on which this Settlement Agreement has been executed by all Parties.

q. “Fairness Hearing” means the hearing at or after which the Court will make a final decision whether to approve this Settlement Agreement pursuant to Fed. R. Civ. P. 23.

r. “Family Members” means a natural person’s father, mother, grandfather, grandmother, sister, brother, spouse/partner, son and/or daughter.

s. “Final Judgment” means the Court’s order finally approving the settlement and this Settlement Agreement, as contemplated in Section XI of this Settlement Agreement, which shall be substantially in the form and content set out in Exhibit A.

t. “Final Settlement Date” means the date on which the Final Judgment becomes final. For purposes of this definition, the Final Judgment shall become final:

(1) if no appeal is taken therefrom, on the tenth day after the time to appeal therefrom (including any extension of time) has expired; or

(2) if any appeal is taken therefrom, on the tenth day from the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing *en banc* and petitions for *certiorari* or any other form of review, have been finally disposed of, such that the time to appeal therefrom (including any extension of time) has expired, in a manner resulting in an affirmance of the Final Judgment.

u. “Insurers” shall mean SIRVA’s directors’ and officers’ liability insurance carriers, including National Union Insurance Co. of Pittsburgh, PA, Houston Casualty Company; Twin City Fire Insurance Company, U.S. Specialty Insurance Company, XL Specialty Insurance Company and Illinois National Insurance Company.

v. “Investment Decision” means a decision regarding an investment in SIRVA common stock, including, without limitation, a decision to buy, sell or hold SIRVA common stock.

w. “Lead Counsel” means Saxena White P.A.

x. “Net Cash Settlement Fund” means the Cash Settlement Fund less (i) any Notice and Administration Expenses, (ii) the Attorneys’ Fees and Expenses Award, (iii) the Representative Reimbursement, and (iv) any Tax Expenses.

y. “Nominees” means brokerage firms, banks and other institutions that hold SIRVA common stock in street names or other similar fashion for the benefit of other persons.

z. “Notice” means the notice to be mailed to Settlement Class Members, which shall be substantially in the form and content set out in Exhibit B-1.

aa. “Notice and Administration Expenses” means all expenses associated with the administration of the settlement, including, but not limited to, the expenses associated with printing and mailing the Notice to Settlement Class Members, publishing the Summary Notice, assisting Settlement Class Members with filing Proofs of Claim, processing Proofs of Claim, distributing the Net Cash Settlement Fund, and the Administrator’s fees; *provided however*, that Notice and Administration Expenses shall not include the fees or expenses of Lead Counsel or any other counsel for Lead Plaintiff or the Settlement Class, or any Tax Expenses.

bb. “Plan of Allocation” means the terms and procedures for allocating the Net Cash Settlement Fund among, and distributing the Net Cash Settlement Fund to, Authorized Claimants as set forth in the Notice, or as the Court shall otherwise approve.

cc. “Preliminary Approval Order” means the order to be entered by the Court concerning notice and administration and scheduling the Fairness

Hearing, as contemplated in Section X of this Settlement Agreement, which shall be substantially in the form and content set out in Exhibit B.

dd. “Proof of Claim” means the claim form that shall be substantially in the form and content set out in Exhibit B-2 and that will be mailed to Settlement Class Members with the Notice, pursuant to which Settlement Class Members will submit a claim under the procedures set out in this Settlement Agreement.

ee. “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, *et seq.*

ff. “Qualified Settlement Fund” means a fund within the meaning of Treas. Reg. § 1.468B-1.

gg. “Releases” means the releases and waivers set forth in Section VIII below.

hh. “Released Claims” means any Claim or Unknown Claim, whether arising under any federal, state, or foreign statutory or common law or rule—including, without limitation, any Claim or Unknown Claim for negligence, gross negligence, negligent misrepresentation, indemnification, breach of contract, breach of any duty, or fraud—that has been, could have been, or could be asserted against any of the Releasees at any time by or on behalf of Lead Plaintiff or any Settlement Class Member, in any capacity, in the Action or in any court, tribunal, or other forum of competent jurisdiction, arising out of or related, directly or indirectly, to the purchase, acquisition, exchange, retention, transfer or sale of, or Investment Decision involving, SIRVA common stock during the Settlement Class Period, or to other matters and facts at

issue in the Action. Without limiting the generality of the foregoing, the term Released Claims includes, without limitation, any Claims or Unknown Claims arising out of or relating to:

(1) any or all of the acts, failures to act, omissions, facts, events, matters, transactions, occurrences, statements, or representations that have been, could have been or could be directly or indirectly alleged, complained of, asserted, described, or otherwise referred to in this Action;

(2) the contents of any prospectus or SEC Filing relating to SIRVA common stock or SIRVA, including the Registration Statements dated November 24, 2003 and June 10, 2004, during or relating to the Settlement Class Period;

(3) any forward-looking statement made by any of the Releasees during or relating to the Settlement Class Period that have been, could have been or could be directly or indirectly alleged, embraced, complained of, asserted, described, set forth or otherwise referred to in this Action;

(4) any adjustments of financial information of SIRVA during or relating to the Settlement Class Period;

(5) any statements or disclosures of any sort made by any of the Releasees during, or relating in any way to, the Settlement Class Period to any person or entity, or to the public at large, regarding, without limitation, SIRVA's business, its financial condition, its operational results and/or its financial or operational prospects, including, without limitation, any prospectus, press releases and/or press reports, earnings calls, memoranda (whether internally or externally circulated), and

presentations to analysts, rating agencies, creditors, banks or other lenders, investment bankers, broker/dealers, investment advisors, investment companies, SIRVA employees, potential investors and/or shareholders;

(6) any internal and/or external accounting and/or actuarial memoranda, reports or opinions relating to SIRVA prepared by or for any of the Releasees during, or relating in any way to, the Settlement Class Period;

(7) SIRVA's accounting practices and procedures, internal accounting controls and recordkeeping practices during or relating in any way to the Settlement Class Period;

(8) any financial statement, audited or unaudited, and any report or opinion on any financial statement relating to SIRVA that was prepared or issued by or for any of the Releasees during, or relating in any way to, the Settlement Class Period, or on which any Settlement Class Member allegedly relied (directly or indirectly) during the Settlement Class Period in purchasing, acquiring, exchanging, retaining, transferring, selling or making an Investment Decision with respect to SIRVA common stock;

(9) any statements or omissions by any of the Releasees as to quarterly or annual results of SIRVA during or relating in any way to the Settlement Class Period;

(10) any internal accounting controls or internal audits of SIRVA during or relating in any way to the Settlement Class Period;

(11) any purchases, acquisitions, exchanges, sales, transfers or other trading of SIRVA common stock during or relating in any way to the Settlement Class Period by any of the Releasees, or any acts taken by Releasees to finance or pay for such trades, including, but not limited to, any profits made or losses avoided in connection with such transactions; and

(12) any or all Claims against an individual Releasee that are based upon or arise out of the Releasee's (a) status as a director, officer or employee of, or investor in, SIRVA; (b) acts or omissions in his or her capacity as a director, officer or employee of, or investor in, SIRVA; (c) acts or omissions in his or her or its capacity as a private equity sponsor of SIRVA; (d) acts or omissions in his or her or its capacity as an underwriter of SIRVA common stock; or (e) acts or omissions in his or her or its capacity as SIRVA's outside auditor or provider of actuarial services.

ii. "Releasee" means each and every one of, and "Releasees" means all of, the following: (i) SIRVA, CD&R, PwC, the Underwriter Defendants, the Insurers, and for each and every Releasee, all of their predecessors and present and former parents, subsidiaries and Affiliates, and each and all of their respective past and present directors, managing directors, officers, employees, members, partners, principals, agents, attorneys, advisors, insurers, trustees, administrators, fiduciaries, consultants, representatives, accountants and auditors (including Ernst & Young LLP); and (ii) all investment funds sponsored by CD&R, including, without limitation, Clayton, Dubilier & Rice Fund V Limited Partnership ("CD&R Fund V") and Clayton, Dubilier & Rice Fund

VI Limited Partnership (“CD&R Fund VI”); and (iii) the Individual Defendants and each of their heirs, executors, trusts, trustees, administrators and assigns.

jj. “Representative Reimbursement” means the payments that may be awarded by the Court to be paid to Lead Plaintiff for reimbursement of its reasonable costs and expenses directly relating to its representation of the Settlement Class, as set forth in Section IX below.

kk. “Representative Reimbursement Order” means the order that may be entered by the Court concerning the Representative Reimbursement to be paid to Lead Plaintiff, as set forth in Section IX below.

ll. “SEC Filing” means any document filed with or submitted to the U.S. Securities and Exchange Commission by or on behalf of SIRVA.

mm. “Settlement Agreement” means this Settlement Agreement with its Exhibits, including any subsequent amendments thereto.

nn. “Settlement Class” or “Settlement Class Members” means all persons or entities who purchased or otherwise acquired SIRVA common stock through any public offering or on the open market during the Settlement Class Period; *provided, however*, that “Settlement Class” or “Settlement Class Members” does not include (a) such persons or entities who submit valid and timely requests for exclusion from the Settlement Class in accordance with the procedures set out in Section VI below and described in the Notice; (b) such persons or entities who are Defendants, Family Members of the Individual Defendants, or the legal representatives, heirs, executors, successors, assigns or majority-owned affiliates (including without limitation CD&R

Fund V and CD&R Fund VI) of any such excluded person or entity; or (c) any directors or officers of any such excluded person or entity during the Settlement Class Period.

oo. “Settlement Class Period” means the period from November 25, 2003 through January 31, 2005, inclusive.

pp. “Summary Notice” means the published notice of the proposed settlement, which shall be substantially in the form of Exhibit B-3 hereto.

qq. “Tax Expenses” means (i) all federal, state and local taxes on the income of the monies in the Cash Settlement Fund Account and (ii) expenses and costs incurred in connection with the taxation of the Cash Settlement Fund Account (including, without limitation, expenses of tax attorneys and accountants).

rr. “Unknown Claim” means any Claim that any Party does not know or suspect to exist in his, her or its favor at any time on or before the date that such Party’s release becomes effective, and that, if known by him, her, or it, might have affected his, her or its decision to settle or might have affected his, her, or its decision not to request exclusion from the Settlement Class or not to object to the Settlement Agreement, as the case may be.

II. PAYMENTS PURSUANT TO THE SETTLEMENT

A. The Cash Settlement Fund

1. The following Defendants shall pay, or cause to be paid, their share of the \$53.3 million Cash Settlement Payment by check or by wire transfer to the Cash Settlement Fund Account as follows:

a. The Insurers, on behalf of SIRVA and the Individual Defendants, shall pay \$33.8 million by July 11, 2007 or within fourteen (14) calendar days after the entry of the Preliminary Approval Order, whichever is later;

b. PwC shall pay \$10 million by July 11, 2007 or within fourteen (14) calendar days after the entry of the Preliminary Approval Order, whichever is later; and

c. CD&R shall pay \$9.5 million, \$4.75 million of which it shall pay by July 11, 2007 or within fourteen (14) calendar days after the entry of the Preliminary Approval Order, whichever is later, and \$4.75 million of which CD&R shall pay by August 10, 2007 or forty-five days after the entry of the Preliminary Approval Order, whichever is later.

d. The payments identified in Section II.A.1.a-c constitute all payments to be made and no payments shall be owing from any other Defendant.

2. It is understood among the Parties that the portion of the Cash Settlement Payment for which SIRVA and the Individual Defendants are responsible is being funded by the Insurers. SIRVA shall use its best efforts, by separate agreement, to cause the Insurers to advance these proceeds into the Cash Settlement Fund Account.

3. Prior to the issuance of the Final Approval Order, Lead Counsel shall use the Cash Settlement Fund Account, without prior approval from Defendants or the Court: (i) to pay all Notice and Administration Expenses; (ii) to compensate the Administrator for services that will be rendered pursuant to entry of the Preliminary Approval Order; and (iii) to pay all Tax Expenses that may be due. After issuance of the

Final Approval Order, Lead Counsel shall disburse any amounts from the Cash Settlement Fund Account in accordance with the Court's order.

4. The Attorneys' Fee and Expenses Award and the Representative Reimbursement shall be paid from the Cash Settlement Fund Account, in accordance with Section IX below.

5. The Net Cash Settlement Fund shall be distributed to Authorized Claimants pursuant to the Plan of Allocation described in Section II.C below or by further Court order.

6. The funds in the Cash Settlement Fund Account shall not be distributed except in accordance with this Settlement Agreement or by order of the Court.

7. The Escrow Agent shall take all steps necessary to enable the Cash Settlement Fund Account to be a Qualified Settlement Fund, including, but not limited to, the timely filing of all elections and statements required pursuant to Treas. Reg. §§ 1.468B-0 through 1.468B-5, or any other relevant statutes, regulations or published rulings now or hereafter enacted or promulgated, for all taxable years of the Cash Settlement Fund Account, beginning with the date of its establishment. The Escrow Agent, on behalf of the Cash Settlement Fund Account, shall file or cause to be filed on a timely basis all required federal, state and local tax returns and shall pay taxes in a manner consistent with its treatment as a Qualified Settlement Fund, as provided in Treas. Reg. §§ 1.468B-0 through 1.468B-5. The Parties agree that the Cash Settlement Fund Account shall be treated as a Qualified Settlement Fund from the earliest date possible, and hereby agree to any relation-back election required to treat the Cash

Settlement Fund Account as a Qualified Settlement Fund from the earliest date possible. In no event shall the Defendants or the Insurers have any responsibility whatsoever for filing election or other required statements, or tax returns, the costs associated therewith, the payment of any taxes due, or the expenses of notice or administration of the Cash Settlement Fund Account. The Defendants and Lead Counsel shall cooperate to the extent necessary to comply with the provisions of this paragraph.

B. The Escrow Agent

1. The Escrow Agent shall accept the Cash Settlement Payment and shall establish and maintain the Cash Settlement Fund Account therefore in its capacity as Escrow Agent pursuant to the terms of the Settlement Agreement.
2. The Escrow Agent shall invest the Cash Settlement Fund deposited pursuant to Section II.A.1 hereof in investments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof and promptly reinvest the proceeds of these instruments as they mature in similar investments. All risks related to the investment of the Cash Settlement Fund shall be borne by the Cash Settlement Fund.
3. Defendants shall not provide supervision, recommendations or advice relating to either the investment of the Cash Settlement Fund Account or the purchase, sale, retention or other disposition of any investment described herein.
4. All funds held by the Escrow Agent shall be deemed and considered to be in the custody of the Court, and shall remain subject to the jurisdiction

of the Court, until such funds shall be distributed pursuant to the terms of the Settlement Agreement and/or further order(s) of the Court.

5. The Escrow Agent shall not disburse the Cash Settlement Fund except as provided in the Settlement Agreement, by order of the Court, or with the written agreement of Defendants' Counsel.

C. Plan of Allocation

1. Cash distributions to Settlement Class Members shall be made from the Net Cash Settlement Fund pursuant to a Plan of Allocation approved by the Court or by further Court order.

2. Settlement Class Members shall look solely to the Net Cash Settlement Fund for settlement and satisfaction of all Released Claims. Except as expressly provided by this Settlement Agreement, the Court-approved Plan of Allocation, or by order of the Court, no Settlement Class Member shall have any interest in or claim against the Net Cash Settlement Fund or any portion thereof.

3. To receive a cash distribution from the Net Cash Settlement Fund pursuant to the Plan of Allocation, a Settlement Class Member must be an Authorized Claimant pursuant to the criteria set out in this Settlement Agreement or by order of the Court.

4. Lead Plaintiff shall propose the Plan of Allocation pursuant to which the Net Cash Settlement Fund shall be distributed to Authorized Claimants, shall include such Plan of Allocation in the Notice, and shall seek approval of the Court for such Plan of Allocation.

5. This Settlement Agreement does not require that any Plan of Allocation contain particular terms or that any particular Plan of Allocation be approved by the Court.

6. Submission, approval, implementation or consummation of the Plan of Allocation shall not be a condition of this Settlement Agreement, and any order or proceeding relating thereto shall not operate to delay, terminate, suspend, or cancel this Settlement Agreement or to affect in any other way its implementation.

7. To the extent that any monies remain in the Net Cash Settlement Fund after the Administrator has caused distributions to be made to all Authorized Claimants pursuant to the Plan of Allocation and the Distribution Order, whether by reason of un-cashed distributions or otherwise, such monies shall be distributed or disbursed as ordered by the Court. Except as set out in Section XII below, in no event shall any of the monies that the Defendants have paid or caused to be paid into the Cash Settlement Fund Account be refunded to the Defendants or to any person or entity who paid any portion thereof on behalf of any Defendant.

8. No person shall have any claim against Lead Plaintiff, Lead Counsel, the Administrator, Defendants, counsel for any Defendant, or any Releasee, with respect to or arising out of any distributions or lack thereof made substantially in accordance with any Court-approved Plan of Allocation, this Settlement Agreement or orders of the Court.

9. The Defendants, Releasees and/or their respective counsel shall have no role in, responsibility for, or liability with respect to any obligation or activity

not delineated herein, including the Plan of Allocation, the form, substance, method or manner of administration, or distribution of the Net Cash Settlement Fund, any tax liability that a Settlement Class Member may incur as a result of this Settlement Agreement or as a result of any action taken pursuant to this Settlement Agreement, the administration or processing of claims, or the allocation of the Net Cash Settlement Fund, including, without limitation, determinations as to the validity of Proofs of Claim, the amounts of claims or distribution of the Net Cash Settlement Fund, or the maintenance of the Cash Settlement Fund Account as a Qualified Settlement Fund.

D. Governance Improvements/Initiatives

1. No later than 30 days after the Court issues the Preliminary Approval Order, SIRVA shall amend its Corporate Governance Guidelines to provide that:

a. “Directors are expected to attend all shareholder meetings;”

and

b. “In an uncontested election, any nominee for director who receives a greater number of votes ‘withheld’ from his or her election than votes ‘for’ such election (a “Majority Withheld Vote”) shall promptly tender his or her resignation following certification of the shareholder vote. The Nominating and Governance Committee shall promptly consider the resignation offer and a range of possible responses based on the circumstances that led to the Majority Withheld Vote, if known, and make a recommendation to the Board of Directors. The Board of Directors will act on the Nominating and Governance Committee’s recommendation within 90 days

following certification of the shareholder vote. Thereafter, the Board of Directors will promptly disclose its decision regarding whether to accept the director's resignation offer (or the reason(s) for rejecting the resignation offer, if applicable) in a Form 8-K, 10-Q or 10-K (or successors to such forms) filed with or furnished to the Securities and Exchange Commission.

c. "Any director who tenders his or her resignation pursuant to this Section shall not participate in the Nominating and Governance Committee's recommendation or Board of Directors' action regarding whether to accept the resignation offer. However, if each member of the Nominating and Governance Committee received a Majority Withheld Vote at the same election, then the independent directors who did not receive a Majority Withheld Vote shall appoint a committee amongst themselves to consider the resignation offers and recommend to the Board of Directors whether to accept them. However, if the only directors who did not receive a Majority Withheld Vote in the same election constitute three or fewer directors, all directors may participate in the action regarding whether to accept the resignation offers."

2. These amendments shall be maintained in substantially similar form for a period of three years, provided, however, that the Board of Directors has at all times the power and authority to exercise its legitimate business judgment to amend the Corporate Governance Guidelines in accordance with Delaware law.

III. SUBMISSION OF CLAIMS

A. Proof of Claim

1. Each Settlement Class Member who wishes to participate in a distribution from the Net Cash Settlement Fund must complete and submit a Proof of Claim by first-class mail, postmarked no later than 60 days after the Fairness Hearing or such other date specified by the Court. The address to which the Proof of Claim must be mailed shall be set out on the Proof of Claim form itself and shall also be printed in the Notice. If a Settlement Class Member chooses to submit his, her or its Proof of Claim in a manner other than by first-class mail, then it must be actually received at the address on the Proof of Claim form by the date set forth in the Notice, unless that date is extended by order of the Court.

2. Each Proof of Claim must be sworn on oath or made subject to the penalties of perjury pursuant to 28 U.S.C. § 1746, and must be supported by such documents and other information as called for in the Proof of Claim.

3. The Proof of Claim shall be substantially in the form and content set out in Exhibit B-2.

4. The validity of each Proof of Claim will be determined initially by the Administrator in accordance with the Plan of Allocation approved by the Court. The Administrator shall promptly advise the Settlement Class Member in writing if it determines to reject the Proof of Claim. None of Lead Counsel, their designees or agents, the Insurers, counsel for any Defendant, nor Defendants themselves shall have any liability arising out of said determination. In the event a Settlement Class Member

disagrees with such determination, he, she or it may submit to the Administrator—within 20 days from the Administrator’s notification—a statement of reasons for contesting the Administrator’s determination along with supporting documentation and a request for review by the Court. If the dispute cannot be resolved, Lead Counsel shall present the Settlement Class Member’s request to the Court for resolution at such time that Lead Counsel files the motion for a Distribution Order. The Settlement Class Member shall be responsible for his, her or its own costs, including, without limitation, attorneys’ fees, incurred in pursuing the dispute.

5. All initial determinations as to the validity of a Proof of Claim, the calculation of the extent to which each Authorized Claimant will participate in the Net Cash Settlement Fund, the preparation and mailing of distributions to Authorized Claimants, and the distribution of the Cash Settlement Fund and the Net Cash Settlement Fund shall be performed by the Administrator, or such other persons or entities as Lead Counsel may, in their sole discretion, deem necessary or advisable to assist them in the administration of the Settlement Agreement. Lead Counsel may, but has no obligation to, direct the Administrator to accept a rejected claim that, in Lead Counsel’s discretion, may be deemed timely and valid.

6. After the Administrator has completed the administration process, Lead Counsel will apply to the Court, on notice to Defendants’ Counsel, for a Distribution Order approving the Administrator’s determinations concerning the acceptance and rejection of the claims submitted and approving any fees and expenses

not previously applied for, including the fees and expenses of the Administrator, and directing payment of the Net Cash Settlement Fund to Authorized Claimants.

7. The administration of the Cash Settlement Fund and the Net Cash Settlement Fund, and decisions on all disputed questions of law and fact with respect to the validity of any Proof of Claim, or regarding the rejection or amount of claims, shall remain under the jurisdiction of the Court. All Parties and Settlement Class Members expressly waive their rights to trial by jury (to the extent any such right may exist) with respect to such determinations.

8. Unless otherwise ordered by the Court, any Settlement Class Member who fails to submit a valid and timely Proof of Claim form consistent with the procedures set out in this Section shall be barred from receiving a distribution from the Net Cash Settlement Fund, but shall nevertheless be bound by the Release and all proceedings, orders and judgments in this Action, even if he, she or it has pending, or subsequently initiates, any litigation, arbitration or other proceeding, or has any Claim, against any or all of the Releasees that is a Released Claim.

IV. NOTICE TO THE SETTLEMENT CLASS

A. Mailing of the Notice

1. Subject to the requirements of the Preliminary Approval Order and within approximately 10 days from the issuance of the Preliminary Approval Order (or as the Court may otherwise direct), Lead Counsel or the Administrator shall cause to be mailed, by first-class mail, postage prepaid, to each person or entity that is a member of the Settlement Class and can be identified by reasonable effort, a copy of the Notice and

Proof of Claim. SIRVA shall provide, to the extent reasonably practicable and without charge to Lead Plaintiff or the Settlement Class, all information from SIRVA's transfer records concerning the identity of Settlement Class Members, their last known addresses and their transactions in SIRVA common stock.

2. Within ten days of mailing of the Notice, the Administrator shall cause the Notice and Proof of Claim form to be published on its website.

3. The Notice shall be substantially in the form and content set out in Exhibit B-1, or as otherwise approved by the Court.

4. The Notice shall conform to all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the PSLRA, the Rules of the Court, and any other applicable law.

B. Summary Notice

1. The Summary Notice shall be substantially in the form and content set out in Exhibit B-3, or as otherwise approved by the Court.

2. Within approximately ten days of the mailing of the Notice (or as the Court may otherwise direct), the Administrator shall cause the Summary Notice to be published once in *Businesswire*.

C. Class Action Fairness Act Notices

1. Not later than ten (10) days after this Settlement Agreement is presented to the Court by motion for its Preliminary Approval, SIRVA shall prepare and send on behalf of all Defendants, as they may agree, any notices that may be required by the Class Action Fairness Act of 2005 as specified in 28 U.S.C. § 1715. Lead Counsel

and Defendants other than SIRVA shall cooperate promptly and fully in the preparation of such notices, including providing SIRVA with any and all information in their possession necessary for the preparation of these notices. SIRVA shall provide copies of the notices to Lead Counsel and the Defendants for the purpose of implementing the settlement. Lead Counsel and the Defendants shall not have or assert any claim against SIRVA or any other Defendant regarding the Class Action Fairness Act notification.

2. It is understood among the Parties that, pursuant to the requirements of the Class Action Fairness Act, the Fairness Hearing shall not be scheduled until at least 90 days after any required notices are provided.

V. RETENTION OF ADMINISTRATOR

A. The Administrator, subject to the Court's supervision, may perform necessary tasks, including, without limitation, (i) mailing or arranging for the mailing of the Notice to Settlement Class Members; (ii) arranging for publication of the Summary Notice; (iii) answering written inquiries from Settlement Class Members and/or forwarding such inquiries to Lead Counsel or their designee; (iv) providing additional copies of the Notice, upon request, to Nominees or Settlement Class Members; (v) receiving and maintaining any requests for exclusion from the settlement; (vi) receiving and processing Proofs of Claim; (vii) mailing or causing to be mailed to Authorized Claimants their distributions under the Plan of Allocation; and (viii) otherwise assisting Lead Counsel with administration and implementation of the Settlement Agreement.

VI. REQUESTS FOR EXCLUSION

A. Any potential Settlement Class Member who wishes to be excluded from the Settlement Class must mail by first-class mail or deliver a written request for exclusion to the Administrator, care of the address provided in the Notice, postmarked or received no later than 10 days before the Fairness Hearing, or as the Court may otherwise direct. A list of the persons and entities who have validly and timely requested exclusion from the Settlement Class shall be provided by the Parties to the Court at or before the Fairness Hearing.

B. Any request for exclusion from the Settlement Class shall contain the following information: (i) name, (ii) address, (iii) telephone number, (iv) number of shares of SIRVA common stock purchased or otherwise acquired during the Settlement Class Period, and (v) the date of each such transaction.

C. Unless otherwise ordered by the Court, any potential Settlement Class Member who does not serve a timely and valid written request for exclusion from the Settlement Class as provided by this Section VI shall be bound by the Release and by all proceedings, orders and judgments in this Action, even if he, she or it has pending, or subsequently initiates, litigation, arbitration or any other proceeding, or has any Claim, against any or all of the Releasees that is a Released Claim.

VII. OBJECTIONS TO SETTLEMENT

A. Any Settlement Class Member who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement, to any terms of the Settlement Agreement, to the Plan of Allocation, to the proposed Attorneys' Fees and Expenses

Award, or to any proposed Representative Reimbursement must serve on Lead Counsel and each Defendant's Counsel, a notice of objection and, if applicable, a notice of intent to appear at the Fairness Hearing, such that they are received no later than 14 days before the Fairness Hearing; *provided however*, that a potential Settlement Class Member who has requested exclusion from the Settlement Class shall not be entitled to submit an objection. Lead Counsel shall be responsible for filing with the Court, no later than seven days before the Fairness Hearing, copies of all notices of objection, except any notice which the objector has informed Lead Counsel that he, she or it has elected to withdraw.

B. Settlement Class Members may file objections and notices of intent to appear at the Fairness Hearing on their own or through attorneys retained at their own expense, as long as they do so no later than 14 days before the Fairness Hearing.

C. Any Settlement Class Member who fails to comply with any of the provisions of this Section VII shall waive and forfeit any and all rights he, she or it may have to appear separately at the Fairness Hearing and/or object to any aspect of this Settlement Agreement, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments in this Action.

VIII. RELEASE AND WAIVER, AND ORDER OF DISMISSAL

A. Without further action by anyone, on and after the Final Settlement Date, Lead Plaintiff and any and all Settlement Class Members, on behalf of themselves, their heirs, executors, administrators, beneficiaries, predecessors, successors, Affiliates, attorneys, and assigns, and any person or entity claiming by or through any of the Settlement Class Members, for good and sufficient consideration, the receipt and

adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Final Judgment shall have, fully, finally, and forever released, relinquished, settled, and discharged:

1. all Released Claims against any or all of the Releasees, including such Released Claims as already have been, could have been or could be asserted in any pending litigation, arbitration, or other proceeding, and whether or not a Proof of Claim has been executed and/or delivered by, or on behalf of, any such Settlement Class Member;
2. all claims, damages and liability against any or all of Lead Plaintiff, Lead Counsel, Defendants' Counsel, and each and every one of the Releasees that relate in any way to any or all acts, omissions, nondisclosures, facts, matters, transactions, occurrences or oral or written statements or representations in connection with or directly or indirectly relating to the initiation, prosecution, defense or settlement of the Action or to this Settlement Agreement; and
3. all claims against any or all of the Releasees for attorneys' fees, costs or disbursements incurred by Lead Counsel or other counsel representing Lead Plaintiff, or other Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the settlement of the Action, or administration of the Action, except to the extent specified in this Settlement Agreement.

B. Without further action by anyone, on and after the Final Settlement Date, all Defendants, on behalf of themselves and all the Releasees, their heirs, executors, administrators, predecessors, successors, Affiliates, attorneys, and assigns, and any person

or entity claiming by or through any of them, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Final Judgment shall have, fully, finally, and forever released, relinquished, settled, and discharged Lead Counsel and each and every one of the Lead Plaintiff and the Settlement Class Members from any and all Claims and/or Unknown Claims relating in any way to the institution, prosecution or settlement of the Action, or to this Settlement Agreement.

C. Without further action by anyone, on and after the Final Settlement Date, each of the Defendants, on behalf of itself or himself and all the Releasees for which it is authorized to act, their heirs, executors, administrators, predecessors, successors, Affiliates, attorneys, and assigns, and any person or entity claiming by or through any of them, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Final Judgment shall have, fully, finally, and forever released, relinquished, settled, and discharged the other Defendants, together with any and all Releasees affiliated with those other Defendants, from any and all Claims and Unknown Claims that they could have asserted against each other relating directly or indirectly to the matters alleged in the Action, including but not limited to (i) any claims for indemnification or contribution arising out of the Action, (ii) any claims for breach of fiduciary duty, (iii) any derivative claims, and (iv) any claims for reimbursement of legal fees or costs incurred in defense of the Action (other than the claims for reimbursement of Joan Ryan referred to in this paragraph); provided that nothing in this paragraph shall act to modify, amend, supersede,

discharge, or release the terms of the Underwriting Agreements previously entered into by and between SIRVA and the Underwriter Defendants in connection with SIRVA's IPO and SPO, including provisions therein relating to indemnification. Nothing in this paragraph shall act to release or modify any indemnification obligations owed by SIRVA to CD&R or any of the Individual Defendants (including but not limited to, with respect to the Individual Defendants, any indemnification obligations arising under Delaware law or under SIRVA's Charter or By-laws from and after the Final Settlement Date, and, with respect to CD&R, any indemnification obligations arising under the Indemnification Agreement and the Consulting Agreement both dated March 30, 1998 and the Amended and Restated Consulting Agreement dated January 1, 2001, including any amendments thereto or restatements thereof), except that CD&R shall be deemed to have released and settled any and all Claims and Unknown Claims for indemnification with respect to their obligations pursuant to this Settlement Agreement and with respect to their attorneys' fees and costs in connection with the Action (including such fees and costs incurred in connection with this Settlement Agreement) and except that Joan Ryan shall be reimbursed for reasonable attorneys' fees and expenses related to the Action through the Final Settlement Date.

D. With respect to all the Releases provided in this Section VIII, each individual and entity (and each Settlement Class Member by operation of the Final Judgment) providing such release stipulates and agrees that, by the terms of the Final Judgment, each such individual and entity shall have and be deemed to have waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and

benefits conferred by Section 1542 of the California Civil Code or any federal, state, or foreign law, rule, regulation or common law doctrine that is similar, comparable, equivalent, or identical to, or which has the effect of, Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Notwithstanding the provisions of Section 1542 and any similar provisions, rights and benefits conferred by any law, rule, regulation or common law doctrine of California or in any federal, state or foreign jurisdiction, each individual and entity providing a release in this Section VIII understands and agrees that: (i) he, she or it may hereafter discover facts in addition to or different from those he, she or it now knows or believes to be true with respect to the subject matter of the Claims being released; and (ii) such release is intended to include all Claims and/or Unknown Claims that he, she or it has or may have that relate in any way to any or all acts directly or indirectly relating to the initiation, prosecution, defense or settlement of the Action or to this Settlement Agreement. Each such individual and entity hereby stipulates and agrees that he, she or it shall have and be deemed to have, on or after the Final Settlement Date, fully, finally and forever settled and released any and all Claims that relate in any way to any or all acts directly or indirectly relating to the initiation, prosecution, defense or settlement of the Action, or to this Settlement Agreement, whether or not they are Unknown Claims.

E. Notwithstanding the provisions of this Section VIII, nothing in the Final Judgment shall bar any action or claim by any Party to enforce the terms of this Settlement Agreement or the Final Judgment.

F. The Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the releases and waivers contained in this Section VIII were separately bargained for and are essential elements of this Settlement Agreement.

IX. ATTORNEYS' FEES AND EXPENSES

A. When the Parties seek from the Court a Final Judgment, Lead Counsel will simultaneously seek an Attorneys' Fees and Expenses Award and may seek a Representative Reimbursement to be exclusively paid from the Cash Settlement Fund. The Defendants shall neither support nor oppose these requests. Lead Counsel may make additional applications for fees and expenses incurred, should Lead Counsel deem it necessary, and Defendants shall not oppose these requests.

B. The Attorneys' Fees and Expenses Award and the Representative Reimbursement shall be paid to Lead Counsel and Lead Plaintiff, respectively, from the Cash Settlement Fund Account immediately upon award—notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the Settlement or any part thereof—subject to Lead Counsel's obligation to make appropriate refunds or repayments to the Cash Settlement Fund Account or to the persons or entities who paid such portion of the Cash Settlement Payment (plus accrued interest at the same net rate as is earned by the Cash Settlement Fund Account), as directed by order

of the Court or in accordance with this Settlement Agreement, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the Attorneys' Fees and Expenses Award is reduced or reversed.

C. Submission, approval, implementation or consummation of any request for the Attorneys' Fees and Expenses Award or for a Representative Reimbursement shall not be a condition of this Settlement Agreement, and any order or proceeding relating thereto shall not operate to delay, terminate, suspend, or cancel this Settlement Agreement, or to affect or delay the finality of the Final Judgment.

D. Submission, approval, implementation or consummation of the Plan of Allocation shall not be a condition of the Attorneys' Fees and Expenses Award or any Representative Reimbursement, and any order or proceeding relating to the Plan of Allocation shall not operate to delay, terminate, suspend, or cancel the payment of the Attorneys' Fees and Expenses Award or a Representative Reimbursement.

E. Neither Defendants nor any Releasees shall be liable or obligated to pay any fees, expenses, costs or disbursements to, or incur any expense on behalf of, any person or entity, either directly or indirectly, in connection with this Action or this Settlement Agreement, except as expressly provided for in this Settlement Agreement.

X. PRELIMINARY APPROVAL ORDER

A. As soon as practicable following the execution of this Settlement Agreement, Lead Plaintiff shall submit the Settlement Agreement to the Court and apply for a Preliminary Approval Order, which shall be substantially in the form and content set

out in Exhibit B and which is consistent with the substantive provisions of this Settlement Agreement.

XI. FINAL APPROVAL AND FINAL JUDGMENT

A. At or after the Fairness Hearing, the Parties shall seek and obtain from the Court a Final Judgment, which shall be substantially in the form and content set out in Exhibit A and which shall be consistent with the substantive provisions of this Settlement Agreement.

XII. MODIFICATION OR TERMINATION OF THIS AGREEMENT

A. Any of Defendants or Lead Plaintiff may elect, but shall have no obligation, to terminate this Settlement Agreement if (i) the Court, or any appellate court, rejects, modifies or denies approval of any portion of this Settlement Agreement or the proposed settlement that the Parties reasonably and in good faith determine is material, including, without limitation, the definition of the Settlement Class and/or the terms of the Release, or (ii) the Court, or any appellate court, does not enter or substantially affirm, or alters or expands, any substantive portion of the Final Judgment, or any of the Court's findings of fact or conclusions of law as may be proposed by the Defendants' Counsel and Lead Counsel, that the Parties reasonably and in good faith believe is material. Lead Plaintiff or Defendants must exercise their right to terminate this Settlement Agreement, as provided in this Section, by providing written notice to all of the Parties within 10 days of the issuance of an order giving rise to the conditions set forth in this Section XII.A.

B. Notwithstanding the preceding Section XII.A, neither Lead Plaintiff nor Lead Counsel may terminate this Settlement Agreement because of the Attorneys' Fees

and Expenses Award or Representative Reimbursement ordered, or modified, by the Court or any appellate court.

C. Defendants may elect, but shall have no obligation, to terminate from this Settlement Agreement if persons who meet the definition of Settlement Class Members and are seeking exclusion from the Settlement Class collectively hold shares of SIRVA common stock greater than the percentage set forth in a Supplemental Agreement dated June 20, 2007 (which shall not be filed unless the Court so orders) signed by Lead Counsel and Defendants' Counsel. Defendants must exercise their right to withdraw from and terminate this Settlement Agreement, as provided in this subsection, by providing written notice to all of the Parties no later than five days prior to the Fairness Hearing.

D. SIRVA and the Individual Defendants shall be entitled to withdraw and terminate this Settlement Agreement if the Insurers have not caused their share of the Settlement Payment to be deposited in the Cash Settlement Fund Account prior to the Final Settlement Date.

E. If this Settlement Agreement is terminated pursuant to Section XII.A, C or D, then:

1. this Settlement Agreement shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms;

2. execution of this Settlement Agreement, and all negotiations, statements and proceedings relating to it, shall be without prejudice to the rights of Defendants, Lead Plaintiff or any other Settlement Class Member, all of whom shall be

restored to their respective positions existing immediately before the execution of this Settlement Agreement;

3. Defendants, Releasees, and their current or former directors, officers, employees, agents, trustees, partners, principals, attorneys, and representatives expressly and affirmatively reserve all defenses, arguments and motions as to all claims that have been or might later be asserted in the Action, including (without limitation) any argument that the Action may not be litigated as a class action;

4. Lead Plaintiff and its current and former predecessors, successors, heirs, agents, attorneys, representatives, or assigns expressly and affirmatively reserve all rights as to, and arguments in support of, all claims that have been or might later be asserted in the Action, including (without limitation) any argument concerning class certification;

5. neither this Settlement Agreement, nor the fact of its having been made, shall be admissible or entered into evidence for any purpose whatsoever;

6. Lead Plaintiff shall within ten (10) days return to the Defendants (but in the case of SIRVA, to the Insurers, in accordance with instructions that they shall provide) any monies (including any interest accrued) in the Cash Settlement Fund Account, less any Notice and Administration Expenses, payments to the Administrator, and Tax Expenses paid or incurred but not yet paid. In the event such monies are returned, they will be divided among CD&R, PwC and the Insurers on a pro rata basis based on the amounts of their respective cash contributions to the Cash Settlement Fund;

7. any order or judgment entered after the date of the Execution of this Settlement Agreement will be deemed vacated and will be without any force or effect;

8. with respect to any discovery or other deadlines that were pending as of the date of this Settlement Agreement, the Parties shall be restored to their positions as of the date of this Settlement Agreement. No Party shall seek sanctions or other relief against another Party that is inconsistent with this paragraph.

XIII. GENERAL MATTERS AND RESERVATIONS

A. The obligation of the Parties to conclude the proposed settlement is and will be contingent upon:

1. SIRVA's and the Individual Defendants' ability to fund their portion of the Cash Settlement Payment through the agreement with the Insurers;
2. occurrence of the Final Settlement Date; and
3. any other conditions stated in this Settlement Agreement.

B. Each attorney executing this Settlement Agreement or any of its Exhibits on behalf of any party hereto represents that he or she has the full authority to do so.

C. To the extent permitted by law, all agreements and orders entered during the course of this Action relating to the confidentiality of information shall survive the Settlement Agreement.

D. This Settlement Agreement, together with the Supplemental Agreement dated June 20, 2007, between Lead Plaintiff and Defendants, sets forth the entire agreement between Lead Plaintiff, on the one hand, and Defendants, on the other hand,

with respect to its subject matter, and may not be altered or modified except by written instrument executed by Lead Counsel and counsel for each Defendant. In entering into this Settlement Agreement, no Party has relied upon any oral or written representation, warranty, or agreement not set forth expressly herein.

E. Lead Plaintiff and Defendants agree not to assert in any forum that the Action was brought or defended in bad faith or without a reasonable basis. The Parties hereto shall assert no claims of any violation of Rule 11 or any other provision of the Federal Rules of Civil Procedure or any law or statute relating to the prosecution, defense or settlement of the Action. The Parties agree that the amount paid and the other terms of the Settlement Agreement were negotiated at arm's length in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel. The Parties agree to request that, to the extent required by 15 U.S.C. 78u-4(c), the Court find that all Parties have complied with all requirements of Rule 11(b) of the Federal Rules of Civil Procedure.

F. This Settlement Agreement and the Supplemental Agreement shall be governed by and interpreted according to the law of the State of Illinois, excluding its conflict of laws provisions, except where federal law requires that federal law govern.

G. The Parties agree that this Court shall have continuing jurisdiction over this Settlement Agreement, and that any action to enforce this Settlement Agreement shall be commenced and maintained only in this Court.

H. Whenever this Settlement Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided by facsimile or next-

day (excluding Sunday) express delivery service as follows and shall be deemed effective upon such facsimile transmission, or delivery, to the facsimile number or address listed below:

1. If to SIRVA, Kelley or Stocker, then to Richard B. Kapnick, Sidley Austin LLP, One S. Dearborn, Chicago, Illinois 60603, 312-853-7846 phone, 312-853-7036 fax.
2. If to Ryan, then to David W. DeBruin, Jenner & Block LLP, 601 Thirteenth Street, N.W., Suite 1200 South, Washington, D.C. 20005, 202-639-6015 phone, 202-639-6066 fax.
3. If to CD&R, Rogers or Schnall, then to Jeffrey S. Jacobson, Debevoise & Plimpton LLP, 919 Third Avenue, New York, NY 10022, 212-909-6591 phone, 212-909-6836 fax.
4. If to PwC, then to Stuart F. Delery, Wilmer Cutler Pickering Hale and Dorr LLP, 1875 Pennsylvania Avenue, N.W., Washington D.C. 20006-3642, 202-663-6000 phone, 202-663-6363 fax.
5. If to any or all Underwriter Defendant(s), then to Robert Y. Sperling, Winston & Strawn LLP, 35 West Wacker Drive, Chicago, Illinois 60601, 312-558-7941 phone, 312-558-5700 fax.
6. If to Lead Plaintiff, then to Joseph E. White III, Saxena White P.A., 2424 North Federal Highway, Suite 257, Boca Raton, Florida 33431, 561-394-3399 phone, 561-394-3382 fax.

I. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, or, when the act to be done is the filing of a paper in Court, a day on which weather or other conditions have made the office of the Clerk of the Court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section, "legal holiday" includes New Year's Day, the Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day appointed as a federal or Illinois state holiday.

J. The Parties reserve the right, subject to the Court's approval, to make any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

K. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties at arm's length, and that no parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which the Settlement Agreement was made or executed. There shall be no presumption for or against any Party that drafted all or any portion of this Settlement Agreement.

L. This Settlement Agreement, offer of this Settlement Agreement and compliance with this Settlement Agreement shall not constitute or be construed as an admission by the Releasees, or any of them individually, of any wrongdoing or liability and any such wrongdoing or liability is expressly denied; nor as an admission by Lead Plaintiff of any lack of merit as to the claims it alleged in this Action. Instead, this Settlement Agreement is to be construed solely as a reflection of the Parties' desire to facilitate a resolution of the Action and of the Released Claims. The Parties agree that no Party was or is a "prevailing party" in this case. In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as or deemed to be evidence of any kind in this Action, any other action, or any judicial, administrative, regulatory or other proceeding, except a proceeding to enforce this Settlement Agreement. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including but not limited to Defendants, or as a waiver by Defendants of any applicable defense or as a waiver by Lead Plaintiff or the Settlement Class of any claims, causes of action or remedies other than those Released herein.

M. No opinion or advice concerning the tax consequences of the proposed settlement to individual Settlement Class Members is being given or will be given by the Defendants, Defendants' Counsel or Lead Counsel; nor is any representation or warranty

in this regard made by virtue of this Settlement Agreement. The Notice will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the proposed settlement, and any tax reporting obligations they may have with respect thereto. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

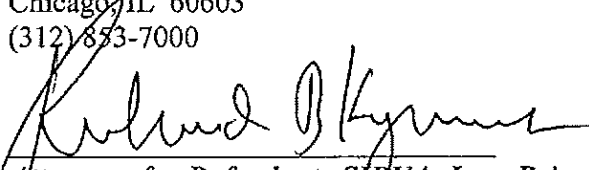
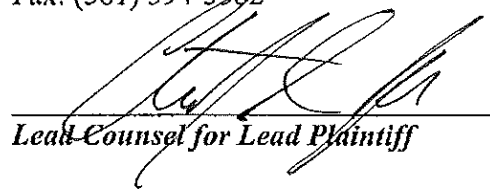
N. The Parties, their successors and assigns, and their attorneys undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.

O. The Parties, their successors and assigns, and their attorneys agree to cooperate fully with one another in seeking Court approval of this Settlement Agreement and to use their best efforts to effect the prompt consummation of this Settlement Agreement and the proposed settlement.


P. This Settlement Agreement may be signed in counterparts, each of which shall constitute a duplicate original. Execution by facsimile or electronically in Portable Document Format shall be fully and legally binding on a Party.

Q. All Releasees who are not Parties to this Settlement Agreement are intended third-party beneficiaries entitled to enforce and are bound by the terms of the Release set forth in this Settlement Agreement.


Agreed to as of this 20th day of June, 2007.

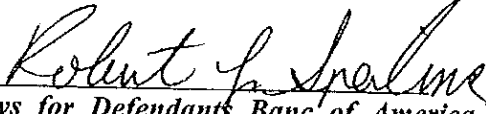
<p>Richard Bradshaw Kapnick Courtney Ann Rosen Matthew Brian Kilby Rebecca D. Ray SIDLEY AUSTIN LLP One South Dearborn Street Chicago, IL 60603 (312) 853-7000</p>  <p><i>Attorneys for Defendants SILVA, Inc., Brian P. Kelley, and Carl T. Stocker</i></p>	<p>Maya Saxena Joseph E. White III Christopher S. Jones SAXENA WHITE P.A. 2424 N. Federal Highway, Suite 257 Boca Raton, Florida 33431 Tel: (561) 394-3399 Fax: (561) 394-3382</p>  <p><i>Lead Counsel for Lead Plaintiff</i></p>
<p>Howard M. Shapiro Stuart F. Delery Christopher Davies WILMER CUTLER PICKERING HALE AND DORR LLP 1875 Pennsylvania Avenue, N.W. Washington, D.C. 20006 (202) 663-6000</p> <p>Peter M. King William H. Jones CANEL, DAVIS & KING 10 South LaSalle Street, Suite 3400 Chicago, IL 60603 (312) 372-4142</p> <p><i>Attorneys for Defendant PricewaterhouseCoopers LLP</i></p>	<p>John H. Hall Steven Klugman DEBEVOISE & PLIMPTON LLP 919 Third Avenue New York, NY 10022 (212) 909-6000</p> <p>John Conroy Martin Paul Edwin Greenwalt, III SCHIFF HARDIN LLP 233 South Wacker Drive 6600 Sears Tower Chicago, IL 60606 (312) 258-5500</p> <p><i>Attorneys for Defendants Clayton Dubilier & Rice Inc., James W. Rogers, and Richard J. Schnall</i></p>

Agreed to as of this 20th day of June, 2007.

<p>Richard Bradshaw Kapnick Courtney Ann Rosen Matthew Brian Kilby Rebecca D. Ray SIDLEY AUSTIN LLP One South Dearborn Street Chicago, IL 60603 (312) 853-7000</p> <hr/> <p><i>Attorneys for Defendants SIRVA, Inc., Brian P. Kelley, and Carl T. Stocker</i></p>	<p>Maya Saxena Joseph E. White III Christopher S. Jones SAXENA WHITE P.A. 2424 N. Federal Highway, Suite 257 Boca Raton, Florida 33431 Tel: (561) 394-3399 Fax: (561) 394-3382</p> <hr/> <p><i>Lead Counsel for Lead Plaintiff</i></p>
<p>Howard M. Shapiro Stuart F. Delery Christopher Davies WILMER CUTLER PICKERING HALE AND DORR LLP 1875 Pennsylvania Avenue, N.W. Washington, D.C. 20006 (202) 663-6000</p> <p>Peter M. King William H. Jones CANEL, DAVIS & KING 10 South LaSalle Street, Suite 3400 Chicago, IL 60603 (312) 372-4142</p> <hr/> <p> <i>Attorneys for Defendant PricewaterhouseCoopers LLP</i></p>	<p>John H. Hall Steven Klugman DEBEVOISE & PLIMPTON LLP 919 Third Avenue New York, NY 10022 (212) 909-6000</p> <p>John Conroy Martin Paul Edwin Greenwalt, III SCHIFF HARDIN LLP 233 South Wacker Drive 6600 Sears Tower Chicago, IL 60606 (312) 258-5500</p> <hr/> <p><i>Attorneys for Defendants Clayton Dubilier & Rice Inc., James W. Rogers, and Richard J. Schnell</i></p>

Agreed to as of this ____ day of June, 2007.

<p>Richard Bradshaw Kapnick Courtney Ann Rosen Matthew Brian Kilby Rebecca D. Ray SIDLEY AUSTIN LLP One South Dearborn Street Chicago, IL 60603 (312) 853-7000</p> <hr/> <p><i>Attorneys for Defendants SIRVA, Inc., Brian P. Kelley, and Carl T. Stocker</i></p>	<p>Maya Saxena Joseph E. White III Christopher S. Jones SAXENA WHITE P.A. 2424 N. Federal Highway, Suite 257 Boca Raton, Florida 33431 Tel: (561) 394-3399 Fax: (561) 394-3382</p> <hr/> <p><i>Lead Counsel for Lead Plaintiff</i></p>
<p>Howard M. Shapiro Stuart F. Delery Christopher Davies WILMER CUTLER PICKERING HALE AND DORR LLP 1875 Pennsylvania Avenue, N.W. Washington, D.C. 20006 (202) 663-6000</p> <p>Peter M. King William H. Jones CANEL, DAVIS & KING 10 South LaSalle Street, Suite 3400 Chicago, IL 60603 (312) 372-4142</p> <hr/> <p><i>Attorneys for Defendant PricewaterhouseCoopers LLP</i></p>	<p>John H. Hall Steven Klugman DEBEVOISE & PLIMPTON LLP 919 Third Avenue New York, NY 10022 (212) 909-6000</p> <p>John Conroy Martin Paul Edwin Greenwalt, III SCHIFF HARDIN LLP 233 South Wacker Drive 6600 Sears Tower Chicago, IL 60606 (312) 258-5500</p>  <hr/> <p><i>Attorneys for Defendants Clayton Dubilier & Rice Inc., James W. Rogers, and Richard J. Schnell</i></p>

<p>Robert Y. Sperling Ronald S. Betman David E. Koropp Nicole E. Wrigley WINSTON & STRAWN LLP 35 West Wacker Drive Chicago, IL 60601 (312) 558-5600</p> <p></p> <hr/> <p><i>Attorneys for Defendants Banc of America Securities LLC, Goldman, Sachs & Co., Citigroup Global Markets Inc., J.P. Morgan Securities Inc., Credit Suisse First Boston LLC, Morgan Stanley & Co. Incorporated, Deutsche Bank Securities Inc.</i></p>	<p>Howard Steven Suskin Keith V. Porapaiboon David W. DeBruin JENNER & BLOCK LLP One IBM Plaza 330 North Wabash Avenue 40th Floor Chicago, IL 60611 (312) 222-9350</p> <hr/> <p><i>Attorneys for Defendant Joan E. Ryan</i></p>
---	---

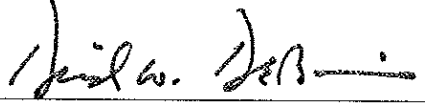
<p>Robert Y. Sperling Ronald S. Betman David E. Koropp Nicole E. Wrigley WINSTON & STRAWN LLP 35 West Wacker Drive Chicago, IL 60601 (312) 558-5600</p>	<p>Howard Steven Suskin Keith V. Porapai boon David W. DeBruin JENNER & BLOCK LLP One IBM Plaza 330 North Wabash Avenue 40th Floor Chicago, IL 60611 (312) 222-9350</p> 
<p><i>Attorneys for Defendants Banc of America Securities LLC, Goldman, Sachs & Co., Citigroup Global Markets Inc., J.P. Morgan Securities Inc., Credit Suisse First Boston LLC, Morgan Stanley & Co. Incorporated, Deutsche Bank Securities Inc.</i></p>	<p><i>Attorneys for Defendant Joan E. Ryan</i></p>

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CENTRAL LABORERS' PENSION FUND,

Plaintiff,

v.

SIRVA, INC., BRIAN P. KELLEY, JOAN E.
RYAN, JAMES W. ROGERS, RICHARD J.
SCHNALL, CARL T. STOCKER, CREDIT SUISSE
FIRST BOSTON LLC, GOLDMAN, SACHS &
CO., DEUTSCHE BANK SECURITIES INC.,
CITIGROUP GLOBAL MARKETS INC., J.P.
MORGAN SECURITIES INC., BANC OF
AMERICA SECURITIES LLC, MORGAN
STANLEY & CO. INCORPORATED,
PRICEWATERHOUSECOOPERS LLP, and
CLAYTON DUBILIER & RICE, INC.

Defendants.

No. 04 C-7644

Judge Ronald A. Guzmán

ORDER AND FINAL JUDGMENT

On the _____ day of _____, 2007, a hearing having been held before this Court to determine: (1) whether the terms and conditions of the Settlement Agreement filed on _____, 2007 are fair, reasonable and adequate for the settlement of all claims asserted by Plaintiff on behalf of the Settlement Class against Defendants in the Action now pending in this Court under the above caption, including the release of Defendants and the Releasees, and should be approved; (2) whether judgment should be entered dismissing the Action on the merits and with prejudice in favor of Defendants and as against all persons or entities who are members of the Settlement Class who have not requested exclusion therefrom; (3) whether to approve the Plan of Allocation as a fair and reasonable method to allocate the settlement proceeds among the members of the Settlement Class; and (4) whether and in what amount to award Lead Counsel

fees and reimbursement of expenses. The Court having considered all matters submitted to it at the hearing and otherwise; and it appearing that a notice of the hearing substantially in the form approved by the Court was mailed to all persons or entities reasonably identifiable, who purchased or otherwise acquired the common stock of SIRVA, Inc. ("SIRVA") through any public offering or on the open market between November 25, 2003 and January 31, 2005, inclusive ("Settlement Class Period"), as shown by the records of SIRVA's transfer agent, at the respective addresses set forth in such records, and that a summary notice of the hearing substantially in the form approved by the Court was published in *Businesswire* pursuant to the specifications of the Court; and the Court having considered and determined the fairness and reasonableness of the award of attorneys' fees and expenses requested; and all capitalized terms used herein having the meanings as set forth and defined in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of the Action, the Class Representative, all Settlement Class Members, and Defendants.
2. The Court finds that the prerequisites for a class action under Federal Rules of Civil Procedure 23(a) and (b)(3) have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Class Representative are typical of the claims of the Settlement Class it seeks to represent; (d) the Class Representative has represented, and will represent, fairly and adequately the interests of the Settlement Class; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class;

and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally certifies this Action as a class action on behalf of a Settlement Class consisting of all persons or entities who purchased or otherwise acquired the common stock of SIRVA through any public offering or on the open market between November 25, 2003 and January 31, 2005, inclusive. Excluded from the Class are: (a) such persons or entities who have submitted valid and timely requests for exclusion from the Settlement Class in accordance with the procedures set out in Section VI of the Settlement Agreement and described in the Notice (as listed on Exhibit 1 annexed hereto); (b) such persons or entities who are Defendants, Family Members of the Individual Defendants, or the legal representatives, heirs, executors, successors, assigns or majority-owned affiliates of any such excluded person or entity—including without limitation Clayton, Dubilier & Rice Fund V Limited Partnership (“CD&R Fund V”) and Clayton, Dubilier & Rice Fund VI Limited Partnership (“CD&R Fund VI”); or (c) any directors or officers of any such excluded person or entity during the Settlement Class Period.

4. Notice of the pendency of this Action as a class action and of the terms and conditions of the Settlement was given to all Settlement Class Members who could be identified with reasonable effort. The form and method of such notice to the Settlement Class: (a) met the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7)—as amended by the Private Securities Litigation Reform Act of 1995—due process, and any other applicable law; (b) constituted the best notice practicable under the circumstances; and (c) constituted due and sufficient notice to all persons and entities entitled thereto.

5. The Settlement is approved as fair, reasonable and adequate, and the Settlement Class Members and the parties are directed to consummate the Settlement in accordance with the terms and provisions of the Settlement Agreement.

6. The Complaint, which the Court finds was filed in good faith in accordance with the Private Securities Litigation Reform Act and Rule 11 of the Federal Rules of Civil Procedure based upon all publicly available information, is hereby dismissed with prejudice with each party paying his, her or its own costs of court, except as provided in the Settlement Agreement.

7. “Releasees” means all of the following: (a) SIRVA, CD&R, PwC, the Underwriter Defendants, the Insurers (as defined in the Settlement Agreement) and all of their predecessors and present and former parents, subsidiaries and Affiliates, and each and all of their respective past and present directors, managing directors, officers, employees, members, partners, principals, agents, attorneys, advisors, insurers, trustees, administrators, fiduciaries, consultants, representatives, accountants and auditors (including Ernst & Young LLP); and (b) all investment funds sponsored by CD&R, including, without limitation, CD&R Fund V and CD&R Fund VI; and (c) the Individual Defendants and each of their heirs, executors, trusts, trustees, administrators and assigns.

8. Class Representative and members of the Settlement Class are hereby permanently barred and enjoined from instituting, commencing or prosecuting any Claim or Unknown Claim, whether arising under any federal, state, or foreign statutory or common law or rule—including, without limitation, any Claim or Unknown Claim for negligence, gross negligence, negligent misrepresentation, indemnification, breach of contract, breach of any duty, or fraud—that has been, could have been, or could be asserted against any of the Releasees at any time by or on behalf of Lead Plaintiff or any Settlement Class Member, in any capacity, in

the Action or in any court, tribunal, or other forum of competent jurisdiction, arising out of or related, directly or indirectly, to the purchase, acquisition, exchange, retention, transfer or sale of, or Investment Decision involving, SIRVA common stock during the Settlement Class Period, or to other matters and facts at issue in the Action. (“Released Claims”) Without limiting the generality of the foregoing, the term Released Claims includes, without limitation, any Claims or Unknown Claims arising out of or relating to: (i) any or all of the acts, failures to act, omissions, facts, events, matters, transactions, occurrences, statements, or representations that have been, could have been or could be directly or indirectly alleged, complained of, asserted, described, or otherwise referred to in this Action; (ii) the contents of any prospectus or SEC Filing relating to SIRVA common stock or SIRVA, including the Registration Statements dated November 24, 2003 and June 10, 2004, during or relating to the Settlement Class Period; (iii) any forward-looking statement made by any of the Releasees during or relating to the Settlement Class Period that have been, could have been or could be directly or indirectly alleged, embraced, complained of, asserted, described, set forth or otherwise referred to in this Action; (iv) any adjustments of financial information of SIRVA during or relating to the Settlement Class Period; (v) any statements or disclosures of any sort made by any of the Releasees during, or relating in any way to, the Settlement Class Period to any person or entity, or to the public at large, regarding, without limitation, SIRVA’s business, its financial condition, its operational results and/or its financial or operational prospects, including, without limitation, any prospectus, press releases and/or press reports, earnings calls, memoranda (whether internally or externally circulated), and presentations to analysts, rating agencies, creditors, banks or other lenders, investment bankers, broker/dealers, investment advisors, investment companies, SIRVA employees, potential investors and/or shareholders; (vi) any internal and/or external accounting and/or actuarial

memoranda, reports or opinions relating to SIRVA prepared by or for any of the Releasees during, or relating in any way to, the Settlement Class Period; (vii) SIRVA's accounting practices and procedures, internal accounting controls and recordkeeping practices during or relating in any way to the Settlement Class Period; (viii) any financial statement, audited or unaudited, and any report or opinion on any financial statement relating to SIRVA that was prepared or issued by or for any of the Releasees during, or relating in any way to, the Settlement Class Period, or on which any Settlement Class Member allegedly relied (directly or indirectly) during the Settlement Class Period in purchasing, acquiring, exchanging, retaining, transferring, selling or making an Investment Decision with respect to SIRVA common stock; (ix) any statements or omissions by any of the Releasees as to quarterly or annual results of SIRVA during or relating in any way to the Settlement Class Period; (x) any internal accounting controls or internal audits of SIRVA during or relating in any way to the Settlement Class Period; (xi) any purchases, acquisitions, exchanges, sales, transfers or other trading of SIRVA common stock during or relating in any way to the Settlement Class Period by any of the Releasees, or any acts taken by Releasees to finance or pay for such trades, including, but not limited to, any profits made or losses avoided in connection with such transactions; and (xii) any or all Claims against an individual Releasee that are based upon or arise out of the Releasee's (a) status as a director, officer or employee of, or investor in, SIRVA; (b) acts or omissions in his or her capacity as a director, officer or employee of, or investor in, SIRVA; (c) acts or omissions in his or her or its capacity as a private equity sponsor of SIRVA; (d) acts or omissions in his or her or its capacity as an underwriter of SIRVA common stock; or (e) acts or omissions in his or her or its capacity as SIRVA's outside auditor or provider of actuarial services. The Released Claims are hereby

compromised, settled, released, discharged and dismissed as against the Releasees on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment.

9. The Releasees are hereby permanently barred and enjoined from instituting, commencing or prosecuting any and all claims, rights, causes of action or liabilities, of every nature and description whatsoever, whether based in law or equity, on federal, state, local, statutory or common law or any other law, rule or regulation, including both known Claims and Unknown Claims, that have been or could have been asserted in the Action or any forum by the Releasees or any of them against any of the Plaintiff, Settlement Class Members or their attorneys, which arise out of or relate in any way to the institution, prosecution, or settlement of the Action, except for claims to enforce the Settlement. All the claims and Unknown Claims of all the Releasees are hereby compromised, settled, released, discharged and dismissed on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment.

10. Defendants, all the Releasees, their heirs, executors, administrators, predecessors, successors, Affiliates, attorneys, and assigns, and any person or entity claiming by or through any of them, are hereby permanently barred and enjoined from commencing or prosecuting (and by operation of law and of this Final Judgment shall have, fully, finally, and forever released, relinquished, settled, and discharged each other from) any and all Claims and Unknown Claims that they could have asserted against each other relating directly or indirectly to the matters alleged in the Action, including but not limited to (i) any claims for indemnification or contribution arising out of the Action, (ii) any claims for breach of fiduciary duty, (iii) any derivative claims, and (iv) any claims for reimbursement of legal fees or costs incurred in defense of the Action (other than the claims for reimbursement of Joan Ryan referred to in this paragraph); provided that nothing in this paragraph shall act to modify, amend, supersede,

discharge, or release the terms of the Underwriting Agreements previously entered into by and between SIRVA and the Underwriter Defendants in connection with SIRVA's IPO and SPO, including provisions therein relating to indemnification. Nothing in this paragraph shall act to release or modify any indemnification obligations owed by SIRVA to CD&R or any of the Individual Defendants (including but not limited to, with respect to the Individual Defendants, any indemnification obligations arising under Delaware law or under SIRVA's Charter or By-laws from and after the Final Settlement Date, and, with respect to CD&R, any indemnification obligations arising under the Indemnification Agreement and the Consulting Agreement both dated March 30, 1998 and the Amended and Restated Consulting Agreement dated January 1, 2001, including any amendments thereto or restatements thereof), except that CD&R shall be deemed to have released and settled any and all Claims and Unknown Claims for indemnification with respect to their obligations pursuant to this Settlement Agreement and with respect to their attorneys' fees and costs in connection with the Action (including such fees and costs incurred in connection with this Settlement Agreement) and except that Joan Ryan shall be reimbursed for reasonable attorneys' fees and expenses related to the Action through the Final Settlement Date.

11. Neither this Order and Final Judgment nor the Settlement Agreement, any of its terms and provisions, the negotiations or proceedings in connection therewith or the documents or statements referred to therein shall be:

(a) offered or received against Defendants as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any of the Defendants with respect to the truth of any fact alleged by Plaintiff or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense

that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of Defendants;

(b) offered or received against Defendants as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Defendant;

(c) offered or received against Defendants as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the Defendants, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Settlement Agreement; provided, however, that Defendants may refer to it to effectuate the liability protection granted them hereunder;

(d) construed against Defendants as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; or

(e) construed as or received in evidence as an admission, concession or presumption against Plaintiff or any of the Settlement Class Members that any of their claims are without merit, or that any defenses asserted by Defendants have any merit, or that damages recoverable under the Complaint would not have exceeded the Cash Settlement Fund.

12. The Plan of Allocation is approved as fair and reasonable, and Lead Counsel and the Administrator are directed to administer the Settlement in accordance with the terms and provisions of the Settlement Agreement.

13. The Court finds that all parties and their counsel have complied with each requirement of Rule 11 of the Federal Rules of Civil Procedure as to all proceedings herein.

14. Lead Counsel are hereby awarded _____% of the Cash Settlement Fund in fees, which sum the Court finds to be fair and reasonable, and \$_____ in reimbursement of expenses, which expenses shall be paid to Lead Counsel from the Cash Settlement Fund with interest from the date such Cash Settlement Fund was funded to the date of payment at the same net rate that the Cash Settlement Fund earns. The award of attorneys' fees may be allocated among all of Plaintiffs' Counsel in a fashion which, in the opinion of Lead Counsel, fairly compensates Plaintiffs' Counsel for their respective contributions in the prosecution of the Action.

15. In making this award of attorneys' fees and reimbursement of expenses to be paid from the Cash Settlement Fund, the Court has considered and found that:

(a) the Settlement has created a fund of \$53,300,000.00 in cash that is already on deposit, plus interest thereon, and that numerous Settlement Class Members who submit acceptable Proofs of Claim will benefit from the Settlement achieved by Lead Counsel;

(b) Over _____ copies of the Notice were disseminated to putative Settlement Class Members indicating that Lead Counsel was moving for attorneys' fees in an amount not to exceed 33 $\frac{1}{3}$ percent of the Cash Settlement Fund and for reimbursement of expenses in an amount of approximately \$_____ and [_____] objections were filed against the terms of the proposed Settlement or the ceiling on the fees and expenses to be requested by Lead Counsel as disclosed in the Notice;

(c) Lead Counsel have conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy;

(d) The Action involves complex factual and legal issues and, in the absence of a settlement, would involve further lengthy proceedings with uncertain resolution of the complex factual and legal issues;

(e) Had Lead Counsel not achieved the Settlement, there would remain a significant risk that Plaintiff and the Settlement Class may have recovered less or nothing from Defendants;

(f) The amount of attorneys' fees awarded and expenses reimbursed from the Cash Settlement Fund are fair and reasonable and consistent with awards in similar cases.

16. Exclusive jurisdiction is hereby retained over the parties and the Settlement Class Members for all matters relating to this Action, including the administration, interpretation, effectuation or enforcement of the Settlement Agreement and this Order and Final Judgment, and including any application for fees and expenses incurred in connection with administering and distributing the settlement proceeds to the members of the Settlement Class.

17. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

Dated: _____, 2007

United States District Judge

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CENTRAL LABORERS' PENSION FUND,

Plaintiff,

v.

SIRVA, INC., BRIAN P. KELLEY, JOAN E.
RYAN, JAMES W. ROGERS, RICHARD J.
SCHNALL, CARL T. STOCKER, CREDIT SUISSE
FIRST BOSTON LLC, GOLDMAN, SACHS &
CO., DEUTSCHE BANK SECURITIES INC.,
CITIGROUP GLOBAL MARKETS INC., J.P.
MORGAN SECURITIES INC., BANC OF
AMERICA SECURITIES LLC, MORGAN
STANLEY & CO. INCORPORATED,
PRICewaterhouseCOOPERS LLP, and
CLAYTON DUBILIER & RICE, INC.

Defendants.

No. 04 C-7644

Judge Ronald A. Guzmán

**PRELIMINARY ORDER FOR NOTICE AND HEARING IN CONNECTION
WITH SETTLEMENT PROCEEDINGS**

WHEREAS, on June 20, 2007, the parties to the above-entitled action ("Action") entered into a Settlement Agreement, which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits thereto, sets forth the terms and conditions for the proposed settlement of the claims alleged in the Complaint on the merits and with prejudice; and the Court having read and considered the Settlement Agreement and the accompanying documents; and the parties to the Settlement Agreement having consented to the entry of this Order; and all capitalized terms used herein having the meanings defined in the Settlement Agreement;

NOW, THEREFORE, IT IS HEREBY ORDERED, this _____ day of _____, 2007, that:

1. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, this Action is hereby certified as a class action on behalf of a Settlement Class consisting of all persons or entities who purchased or otherwise acquired the common stock of SIRVA through any public offering or on the open market between November 25, 2003 and January 31, 2005, inclusive (“Settlement Class Period”). Excluded from the Settlement Class are: (i) such persons or entities who have submitted valid and timely requests for exclusion from the Settlement Class in accordance with the procedures set out in Section VI of the Settlement Agreement and described in the Notice (as defined below); (ii) such persons or entities who are Defendants, Family Members of the Individual Defendants, or the legal representatives, heirs, executors, successors, assigns or majority-owned affiliates—including without limitation Clayton, Dubilier & Rice Fund V Limited Partnership (“CD&R Fund V”) and Clayton, Dubilier & Rice Fund VI Limited Partnership (“CD&R Fund VI”)—of any such excluded person or entity; or (iii) any directors or officers of any such excluded person or entity during the Settlement Class Period.

2. The Court finds upon a preliminary evaluation, for the purposes of the Settlement only, that the prerequisites for a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (i) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (ii) there are questions of law and fact common to the Settlement Class; (iii) the claims of the Lead Plaintiff are typical of the claims of the Settlement Class it seeks to represent; (iv) the Lead Plaintiff will fairly and adequately represent the interests of the Settlement Class; (v) the questions of law and fact

common to the members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (vi) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, Lead Plaintiff Central Laborers' Pension Fund is certified as Class Representative.

4. A hearing ("Fairness Hearing") pursuant to Rule 23(e) of the Federal Rules of Civil Procedure is hereby scheduled to be held before the Court on _____, 2007, at ____:_____.m. for the following purposes:

(a) to finally determine whether this Action satisfies the applicable prerequisites for class action treatment under Rule 23(a) and (b) of the Federal Rules of Civil Procedure;

(b) to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be approved by the Court;

(c) to determine whether the Order and Final Judgment as provided under the Settlement Agreement should be entered, dismissing the Action referred to herein, on the merits and with prejudice, and to determine whether the release by the Settlement Class of the Released Claims, as set forth in the Settlement Agreement, should be provided to the Releasees;

(d) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable, and should be approved by the Court;

(e) to consider Lead Counsel's application for an award of attorneys' fees and expenses; and

(f) to rule upon such other matters as the Court may deem appropriate.

5. The Court reserves the right to approve the Settlement with or without modification and with or without further notice of any kind. The Court further reserves the right to enter its Order and Final Judgment approving the Settlement Agreement and dismissing the Action on the merits and with prejudice regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses.

6. The Court approves the form, substance and requirements of the Notice of Pendency of Class Action, Proposed Settlement, Motion for Attorneys' Fees and Expenses, and Fairness Hearing ("Notice") and the Proof of Claim and Release form ("Proof of Claim"), annexed hereto as Exhibits 1 and 2, respectively.

7. The Court approves the appointment of The Garden City Group, Inc. as the Administrator. The Administrator shall cause the Notice and the Proof of Claim, substantially in the forms annexed hereto, to be mailed, by first-class mail, postage prepaid, on or before _____, 2007, to all Settlement Class Members who can be identified with reasonable effort. SIRVA shall cause SIRVA's transfer records and shareholder information to be made available to the Administrator for the purpose of identifying and giving notice to the Settlement Class. The Administrator shall post copies of the Notice and the Proof of Claim on its website, and shall use reasonable efforts to give notice to nominee purchasers such as brokerage firms and other persons or entities who purchased SIRVA common stock during the Settlement Class Period as record owners but not as beneficial owners. Such nominee purchasers are directed,

within ten days of their receipt of the Notice, to either forward copies of the Notice and Proof of Claim to their beneficial owners, or to provide the Administrator with lists of the names and addresses of the beneficial owners, and the Administrator is ordered to send the Notice and Proof of Claim promptly to such identified beneficial owners. Additional copies of the Notice shall be made available to any record holder requesting such for the purpose of distribution to beneficial owners, and such record holders shall be reimbursed from the Cash Settlement Fund, upon receipt by the Administrator of proper documentation, for the reasonable expense of sending the Notices and Proofs of Claim to beneficial owners. Lead Counsel shall, at or before the Fairness Hearing, file with the Court proof of mailing of the Notice and Proof of Claim.

8. The Court approves the form of Summary Notice of the pendency of this class action and the proposed Settlement in substantially the form and content annexed hereto as Exhibit 3 and directs that Lead Counsel or the Administrator shall cause the Summary Notice to be published in *Businesswire* within ten days of the mailing of the Notice. Lead Counsel shall, at or before the Fairness Hearing, file with the Court proof of publication of the Summary Notice.

9. The form and content of the Notice, and the method set forth herein of notifying the Settlement Class of the Settlement and its terms and conditions: (i) meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995, and due process; (ii) constitute the best notice practicable under the circumstances; and (iii) shall constitute due and sufficient notice to all persons and entities entitled thereto.

10. To participate in the Net Cash Settlement Fund, in the event the Settlement is effected in accordance with the terms and conditions set forth in the Settlement Agreement, each

Settlement Class Member shall take the following actions and be subject to the following conditions:

(a) A properly executed Proof of Claim, substantially in the form attached hereto as Exhibit 2, must be submitted to the Administrator, at the Post Office Box indicated in the Notice, postmarked not later than _____, 2007. Such deadline may be further extended by Court order. Each Proof of Claim shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first-class mail, postage prepaid) provided such Proof of Claim is actually received prior to the motion for an order of the Court approving distribution of the Net Cash Settlement Fund. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the Notice.

(b) The Proof of Claim submitted by each Settlement Class Member must satisfy the following conditions: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Administrator; (iii) if the person executing the Proof of Claim is acting in a representative capacity, a certification of his or her authority to act on behalf of the Settlement Class Member must be included in the Proof of Claim; and (iv) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

(c) As part of the Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall (subject to effectuation of the Settlement) release all Released Claims as provided in the Settlement Agreement.

11. Settlement Class Members shall be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. A Settlement Class Member wishing to make such request shall mail the request in written form by first-class mail postmarked no later than _____, 2007, to the address designated in the Notice. Such request for exclusion shall clearly indicate the name, address and telephone number of the person seeking exclusion, that the sender requests to be excluded from the Settlement Class in *Central Laborers' Pension Fund v. SIRVA, Inc., et al.*, Case No. 04 C-7644, and must be signed by such person. Such persons requesting exclusion are also directed to state: the dates, prices, and number of shares of all purchases and sales of SIRVA common stock during the Settlement Class Period. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

12. Settlement Class Members properly requesting exclusion from the Settlement Class shall not be entitled to receive any payment out of the Net Cash Settlement Fund as described in the Settlement Agreement and the Notice.

13. The Court will consider comments and/or objections to the Settlement, the Plan of Allocation, or the award of attorneys' fees and reimbursement of expenses only if such

comments or objections and any supporting papers are served, on or before _____, 2007, upon each of the following: (on behalf of Lead Plaintiff and the Settlement Class) Joseph E. White III, Saxena White P.A., 2424 North Federal Highway, Suite 257, Boca Raton, Florida, 33431; and (on behalf of Defendants) Richard B. Kapnick, Sidley Austin LLP, One South Dearborn Street, Chicago, Illinois 60603; Stuart F. Delery, Wilmer Cutler Pickering Hale and Dorr LLP, 1875 Pennsylvania Avenue, N.W., Washington, D.C. 20006; Robert Y. Sperling, Winston & Strawn LLP, 35 West Wacker Drive, Chicago, Illinois 60601; David W. DeBruin, Jenner & Block LLP, 601 Thirteenth Street, N.W., Suite 1200 South, Washington, D.C. 20005; and Jeffrey S. Jacobson, Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022. Attendance at the Fairness Hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the request for attorneys' fees and expenses are required to indicate in their written objection their intention to appear at the hearing. Persons who intend to object to the Settlement, the Plan of Allocation, and/or counsel's application for an award of attorneys' fees and expenses and desire to present evidence at the Fairness Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Fairness Hearing. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

14. Pending final determination of whether the Settlement should be approved, Lead Plaintiff, all Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence or prosecute any action which asserts Released Claims against any Releasee.

15. Lead Counsel may pay, out of the Cash Settlement Fund without further order of the Court: (i) to the Administrator the reasonable costs associated with giving notice to the Settlement Class and fees for the review of claims and administration of the Settlement; and (ii) all costs related to any taxes due and owing by the Cash Settlement Fund.

16. If: (i) the Settlement is terminated by Defendants pursuant to the Settlement Agreement; or (ii) any specified condition to the Settlement set forth in the Settlement Agreement is not satisfied and Lead Counsel or Defendants' Counsel elect to terminate the Settlement as provided in the Settlement Agreement, then, in any such event, the Settlement Agreement, including any amendments thereof, and this Preliminary Order shall be null and void, of no further force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any action or proceedings by any person or entity, and each party shall be restored to his, her or its respective position as it existed as of June 19, 2007.

17. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

Dated: _____, 2007

United States District Judge

EXHIBIT B-1

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CENTRAL LABORERS' PENSION FUND,

Plaintiff,

v.

SIRVA, INC., BRIAN P. KELLEY, JOAN E. RYAN, JAMES W. ROGERS, RICHARD J. SCHNALL, CARL T. STOCKER, CREDIT SUISSE FIRST BOSTON LLC, GOLDMAN, SACHS & CO., DEUTSCHE BANK SECURITIES INC., CITIGROUP GLOBAL MARKETS INC., J.P. MORGAN SECURITIES INC., BANC OF AMERICA SECURITIES LLC, MORGAN STANLEY & CO. INCORPORATED, PRICEWATERHOUSECOOPERS LLP, and CLAYTON DUBILIER & RICE, INC.

Defendants.

No. 04 C-7644

Judge Ronald A. Guzmán

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, MOTION FOR ATTORNEYS' FEES AND EXPENSES, AND FAIRNESS HEARING

If you purchased or otherwise acquired the common stock of SIRVA, Inc. ("SIRVA") through any public offering or on the open market between November 25, 2003 and January 31, 2005, inclusive, then you could get a payment from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- The settlement will provide a \$53,300,000 settlement fund for the benefit of a Settlement Class consisting of investors who purchased or otherwise acquired the common stock of SIRVA through any public offering or on the open market between November 25, 2003 and January 31, 2005, inclusive ("Settlement Class Period").
- The settlement resolves a lawsuit over whether SIRVA misled investors about its business practices and financial reporting.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM BY _____, 2007	The only way to get a payment.
EXCLUDE YOURSELF BY _____, 2007	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Defendants and the other Releasees about the Released Claims.
OBJECT BY _____, 2007	Write to the Court about why you do not like the settlement.
GO TO A HEARING ON _____, 2007	Ask to speak in Court about the settlement.
DO NOTHING	Get no payment. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

SUMMARY NOTICE

Statement of Lead Plaintiff Settlement Class Recovery

Pursuant to the settlement described here, a Cash Settlement Fund consisting of \$53,300,000 in cash, plus interest, has been established. Lead Plaintiff estimates that there were approximately 46 million shares of SIRVA common stock traded during the Settlement Class Period which allegedly may have been damaged. Lead Plaintiff estimates that the average recovery per alleged damaged share of SIRVA common stock under the settlement is \$1.59 per share¹ before deduction of Court-awarded attorneys' fees and expenses. A Settlement Class Member's actual recovery will be a proportion of the Net Cash Settlement Fund determined by that claimant's Recognized Claim as compared to the total Recognized Claims of all Settlement Class Members who submit acceptable Proofs of Claim. An individual Settlement Class Member may receive more or less than this average amount, depending on the number of claims submitted, when during the Settlement Class Period a Settlement Class Member purchased shares of SIRVA common stock, the purchase price paid, and whether those shares were held at the end of the Settlement Class Period or sold during the Settlement Class Period, and, if sold, when they were

¹ An allegedly damaged share might have been traded more than once during the Class Period, and the indicated average recovery would be the total for all purchasers of that share.

sold and the amount received. See the Plan of Allocation on page [____] for more information on your Recognized Claim.

Statement of Potential Outcome of Case

The parties disagree on both liability and damages and do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiff were to have prevailed on each claim alleged. The Defendants deny that they are liable to Lead Plaintiff or the Settlement Class and deny that Lead Plaintiff or the Settlement Class have suffered any damages. The issues on which the parties disagree include (a) whether the statements made or facts allegedly omitted were material or otherwise actionable under the federal securities laws; (b) the extent to which the various adverse material facts that Lead Plaintiff alleged were omitted influenced (if at all) the trading price of SIRVA common stock at various times during the Settlement Class Period; (c) the extent to which the various matters that Lead Plaintiff alleged were materially false or misleading influenced (if at all) the trading price of SIRVA common stock at various times during the Settlement Class Period; (d) the amount by which SIRVA common stock was allegedly inflated (if at all) during the Settlement Class Period; (e) the effect of various market forces influencing the trading price of SIRVA common stock at various times during the Settlement Class Period; (f) the extent to which external factors, such as general market and industry conditions, could have influenced the trading price of SIRVA common stock at various times during the Settlement Class Period; and (g) the appropriate economic model for determining the amount by which SIRVA common stock was allegedly inflated (if at all) during the Settlement Class Period; .

Statement of Attorneys' Fees and Costs Sought

Lead Plaintiff's counsel are asking the Court to award attorneys' fees in an amount not to exceed 33 $\frac{1}{3}$ percent of the gross Cash Settlement Fund, and for reimbursement of expenses incurred in connection with the prosecution of this Action in the approximate amount of \$950,000.00. The requested fees and expenses would amount to an average of \$0.41 per damaged share in total for fees and expenses. Lead Plaintiff's counsel have expended considerable time and effort in the prosecution of this litigation on a contingent-fee basis, and have advanced the expenses of the litigation, in the expectation that if they were successful in obtaining a recovery for the Settlement Class they would be paid from such recovery. In this type of litigation it is customary for counsel to be awarded a percentage of the common fund recovery as their attorneys' fees.

Further Information

Further information regarding the Action and this notice may be obtained by contacting Lead Plaintiff's Counsel: Joseph E. White III, Saxena White P.A., 2424 North Federal Highway, Suite 257, Boca Raton, Florida 33431, telephone (561) 394-3399.

Reasons for the Settlement

Lead Plaintiff believes that the principal reason for the settlement is the benefit to be provided to the Settlement Class now. This benefit must be compared to the risk that no recovery might be achieved after a contested trial and likely appeals, possibly years into the future.

For Defendants, who deny all allegations of wrongdoing or liability whatsoever, the principal reason for the settlement is to eliminate the expense, risks, and uncertain outcome of the litigation.

[END OF COVER PAGE]

WHAT THIS NOTICE CONTAINS

Table of Contents

	Page
SUMMARY NOTICE	2
Statement of Lead Plaintiff and Settlement Class Recovery	2
Statement of Potential Outcome of Case	3
Statement of Attorneys’ Fees and Costs Sought	3
Further Information	3
Reasons for the Settlement.....	3
BASIC INFORMATION	7
1. Why did I get this notice package?	7
2. What is this lawsuit about?	7
3. Why is this a class action?	8
4. Why is there a settlement?	8
WHO IS IN THE SETTLEMENT	9
5. How do I know if I am part of the settlement?	9
6. Are there exceptions to being included?.....	9
7. What if I am still not sure if I am included?	9
THE SETTLEMENT BENEFITS — WHAT YOU GET	10
8. What does the settlement provide?.....	10
9. How much will my payment be?.....	10
HOW YOU GET A PAYMENT — SUBMITTING A PROOF OF CLAIM FORM	10
10. How can I get a payment?.....	10

11.	When would I get my payment?	10
12.	What am I giving up to get a payment or stay in the Class?.....	11
EXCLUDING YOURSELF FROM THE SETTLEMENT		12
13.	How do I get out of the proposed settlement?	12
14.	If I do not exclude myself, can I sue Defendants and the other Released Parties for the same thing later?	13
15.	If I exclude myself, can I get money from the proposed settlement?	13
THE LAWYERS REPRESENTING YOU.....		13
16.	Do I have a lawyer in this case?.....	13
17.	How will the lawyers be paid?	14
OBJECTING TO THE SETTLEMENT		14
18.	How do I tell the Court that I do not like the proposed settlement?	14
19.	What is the difference between objecting and excluding?	15
THE COURT’S SETTLEMENT FAIRNESS HEARING		15
20.	When and where will the Court decide whether to approve the proposed settlement?	15
21.	Do I have to come to the hearing?.....	16
22.	May I speak at the hearing?	16
IF YOU DO NOTHING.....		16
23.	What happens if I do nothing at all?.....	16
GETTING MORE INFORMATION.....		17
24.	Are there more details about the proposed settlement?.....	17
25.	How do I get more information?.....	17
PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS		17
SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES		22

BASIC INFORMATION

1. Why did I get this notice package?

You or someone in your family may have purchased or otherwise acquired the common stock of SIRVA in a public offering or on the open market between November 25, 2003 and January 31, 2005, inclusive.

The Court directed that this notice be sent to Settlement Class Members because they have a right to know about a proposed settlement of a class action lawsuit, and about all of their options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after any appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows.

This package explains the lawsuit, the settlement, Settlement Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of Illinois, Eastern Division, and the case is known as *Central Laborers' Pension Fund v. SIRVA, Inc., et al.*, Case No. 04 C-7644. The entity that sued is called Plaintiff or Lead Plaintiff, and the company and the persons it sued—SIRVA, Brian P. Kelley, Joan E. Ryan, James W. Rogers, Richard J. Schnall, Carl T. Stocker, Credit Suisse First Boston LLC, Goldman, Sachs & Co., Deutsche Bank Securities, Inc., Citigroup Global Markets Inc., J.P. Morgan Securities, Inc., Banc of America Securities LLC, Morgan Stanley & Co. Incorporated, PricewaterhouseCoopers LLP, and Clayton Dubilier & Rice, Inc.—are called Defendants.

2. What is this lawsuit about?

SIRVA is a provider of solutions, transferring corporate and government employees along with individual consumers. SIRVA handles all aspects of relocation, including home purchase and home sale services, household goods moving, mortgage services and home closing and settlement services. SIRVA operates in more than 40 countries under brand names including Allied, Allied International, Allied Pickfords, Allied Special Products, DJK Residential, Global, NorthAmerican, NorthAmerican International, Pickfords, SIRVA Mortgage, SIRVA Relocation, and SIRVA Settlement.

The Second Amended Complaint ("Complaint"), filed on October 23, 2006, generally alleges, among other things, that certain Defendants are liable for materially false statements, including false financial results, in connection with SIRVA's initial public offering on November 25, 2003 and its secondary public offering on June 10, 2004. The Complaint alleges that, between November 25, 2003 and January 31, 2005, certain Defendants engaged in a fraudulent scheme by

issuing excellent financial reports, while allegedly omitting to disclose SIRVA's serious and systemic problems. The Complaint alleges that SIRVA's statements were false for four reasons. First, it alleges that SIRVA's statements failed to disclose problems in its European Operations division such as declining demand, revenue shortfalls, inability to cut costs, and the inability to meet performance expectations. Second, it alleges that SIRVA's statements did not disclose that its Network Services division, which provided insurance services, was materially under-reserved and that SIRVA was using its insurance loss reserves to manage its earnings and meet its estimates. Third, it alleges that SIRVA's statements were false because its financial results were achieved using improper accounting methods (including the overstatement of premium revenue, commission income, and home inventory valuation reserves; the under-accrual of claims expenses, ceded reinsurance premiums and insurance broker profit-sharing; the understatement of customer incentives or agent commissions liability and of facility lease costs; and timing errors related to revenue in its Relocation Services division) and because of inadequate internal controls. Fourth, it alleges that SIRVA's earnings projections were false because they could only be achieved using improper accounting methods.

The lawsuit seeks money damages against certain Defendants for alleged violations of federal securities laws, including Sections 11 and 15 of the Securities Act of 1933, and Sections 10(b), 20(a) and 20A of the Securities and Exchange Act of 1934. Defendants deny all allegations of misconduct, and deny having engaged in any wrongdoing whatsoever.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Lead Plaintiff Central Laborers' Pension Fund), sue on behalf of people who have similar claims. All these people are known here as a Settlement Class or Settlement Class Members. Bringing a case, such as this one, as a class action allows adjudication of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the risks and cost of a trial, and the people affected will get compensation. The Class Representative and its attorneys think the settlement is in the best interest for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

To see if you will get money from this settlement, you first have to decide if you are a Settlement Class Member.

5. How do I know if I am part of the settlement?

The Court directed, for the purposes of the proposed settlement, that everyone who fits this description is a Settlement Class Member: *All people who purchased or otherwise acquired SIRVA common stock through any public offering or on the open market between November 25, 2003 and January 31, 2005, inclusive.*

6. Are there exceptions to being included?

Excluded from the Settlement Class are: (a) such persons or entities who have submitted valid and timely requests for exclusion from the Settlement Class in accordance with the procedures set out in Section VI of the Settlement Agreement and described in this Notice; (b) such persons or entities who are Defendants, Family Members of the Individual Defendants, or the legal representatives, heirs, executors, successors, assigns or majority-owned affiliates—including without limitation Clayton, Dubilier & Rice Fund V Limited Partnership (“CD&R Fund V”) and Clayton, Dubilier & Rice Fund VI Limited Partnership (“CD&R Fund VI”)—of any such excluded person or entity; or (c) any directors or officers of any such excluded person or entity during the Settlement Class Period.

If one of your mutual funds purchased or otherwise acquired shares of SIRVA common stock during the Settlement Class Period, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you directly purchased or otherwise acquired shares of SIRVA common stock during the Settlement Class Period. Check your investment records or contact your broker to see if you purchased or otherwise acquired SIRVA common stock during the Settlement Class Period.

If you **sold** SIRVA common stock during the Settlement Class Period, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you **purchased or otherwise acquired** your shares during the Settlement Class Period.

7. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can call 1-800-961-6816 or visit www.gardencitygroup.com for more information. Or you can fill out and return the Proof of Claim form described on page [___], in question 10, to see if you qualify.

THE SETTLEMENT BENEFITS — WHAT YOU GET

8. What does the settlement provide?

In exchange for the settlement and dismissal of the Action, certain Defendants have agreed to create a \$53,300,000 fund to be divided, after fees and expenses, among all Settlement Class Members who send in a valid Proof of Claim form.

9. How much will my payment be?

If you are an eligible Settlement Class Member, your share of the fund will depend on the total Recognized Claims represented by the valid Proof of Claim forms that Settlement Class Members send in, how many shares of SIRVA common stock you bought, how much you paid for them, when you bought, and whether or when you sold them, and if so for how much you sold them.

You can calculate your Recognized Claim in accordance with the formula shown below in the Plan of Allocation. It is unlikely that you will get a payment for all of your Recognized Claim. After all Settlement Class Members have sent in their Proof of Claim forms, the payment you get will be a part of the Net Cash Settlement Fund equal to your Recognized Claim divided by the total of everyone's Recognized Claims. See the Plan of Allocation on page [___] for more information on your Recognized Claim.

HOW YOU GET A PAYMENT—SUBMITTING A PROOF OF CLAIM FORM

10. How can I get a payment?

If you are an eligible Settlement Class Member, to qualify for a payment, you must send in a Proof of Claim form. A Proof of Claim form is being circulated with this Notice. You may also get a Proof of Claim form on the Internet at www.gardencitygroup.com. Read the instructions carefully, fill out the Proof of Claim form, include all the documents the form asks for, sign it, and mail it postmarked no later than _____, 2007.

11. When would I get my payment?

The Court will hold a hearing on _____, 2007, to decide whether to approve the settlement. If the Court approves the settlement after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the Proofs of Claim to be processed. Please be patient.

12. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you will release all “Released Claims” (as defined below) against the “Releasees” (as defined below).

“Released Claims” means any and all claims or Unknown Claim, whether arising under any federal, state, or foreign statutory or common law or rule—including, without limitation, any Claim or Unknown Claim for negligence, gross negligence, negligent misrepresentation, indemnification, breach of contract, breach of any duty, or fraud—that has been, could have been, or could be asserted against any of the Releasees at any time by or on behalf of Lead Plaintiff or any Settlement Class Member, in any capacity, in the Action or in any court, tribunal, or other forum of competent jurisdiction, arising out of or related, directly or indirectly, to the purchase, acquisition, exchange, retention, transfer or sale of, or Investment Decision involving, SIRVA common stock during the Settlement Class Period, or to other matters and facts at issue in the Action. Without limiting the generality of the foregoing, the term Released Claims includes, without limitation, any Claims or Unknown Claims arising out of or relating to: (i) any or all of the acts, failures to act, omissions, facts, events, matters, transactions, occurrences, statements, or representations that have been, could have been or could be directly or indirectly alleged, complained of, asserted, described, or otherwise referred to in this Action; (ii) the contents of any prospectus or SEC Filing relating to SIRVA common stock or SIRVA, including the Registration Statements dated November 24, 2003 and June 10, 2004, during or relating to the Settlement Class Period; (iii) any forward-looking statement made by any of the Releasees during or relating to the Settlement Class Period that have been, could have been or could be directly or indirectly alleged, embraced, complained of, asserted, described, set forth or otherwise referred to in this Action; (iv) any adjustments of financial information of SIRVA during or relating to the Settlement Class Period; (v) any statements or disclosures of any sort made by any of the Releasees during, or relating in any way to, the Settlement Class Period to any person or entity, or to the public at large, regarding, without limitation, SIRVA’s business, its financial condition, its operational results and/or its financial or operational prospects, including, without limitation, any prospectus, press releases and/or press reports, earnings calls, memoranda (whether internally or externally circulated), and presentations to analysts, rating agencies, creditors, banks or other lenders, investment bankers, broker/dealers, investment advisors, investment companies, SIRVA employees, potential investors and/or shareholders; (vi) any internal and/or external accounting and/or actuarial memoranda, reports or opinions relating to SIRVA prepared by or for any of the Releasees during, or relating in any way to, the Settlement Class Period; (vii) SIRVA’s accounting practices and procedures, internal accounting controls and recordkeeping practices during or relating in any way to the Settlement Class Period; (viii) any financial statement, audited or unaudited, and any report or opinion on any financial statement relating to SIRVA that was prepared or issued by or for any of the Releasees during, or relating in any way to, the Settlement Class Period, or on which any Settlement Class Member allegedly relied (directly or indirectly) during the Settlement Class Period in purchasing, acquiring, exchanging, retaining, transferring, selling or making an Investment Decision with respect to SIRVA common stock; (ix) any statements or omissions by any of the Releasees as to quarterly or annual results of SIRVA during or relating in any way to the

Settlement Class Period; (x) any internal accounting controls or internal audits of SIRVA during or relating in any way to the Settlement Class Period; (xi) any purchases, acquisitions, exchanges, sales, transfers or other trading of SIRVA common stock during or relating in any way to the Settlement Class Period by any of the Releasees, or any acts taken by Releasees to finance or pay for such trades, including, but not limited to, any profits made or losses avoided in connection with such transactions; and (xii) any or all Claims against an individual Releasee that are based upon or arise out of the Releasee's (a) status as a director, officer or employee of, or investor in, SIRVA; (b) acts or omissions in his or her capacity as a director, officer or employee of, or investor in, SIRVA; (c) acts or omissions in his or her or its capacity as a private equity sponsor of SIRVA; (d) acts or omissions in his or her or its capacity as an underwriter of SIRVA common stock; or (e) acts or omissions in his or her or its capacity as SIRVA's outside auditor or provider of actuarial services.

"Releasees" means all of the following: (a) SIRVA, CD&R, PwC, the Underwriter Defendants, the Insurers and all of their predecessors and present and former parents, subsidiaries and Affiliates, and each and all of their respective past and present directors, managing directors, officers, employees, members, partners, principals, agents, attorneys, advisors, insurers, trustees, administrators, fiduciaries, consultants, representatives, accountants and auditors (including Ernst & Young LLP); and (b) all investment funds sponsored by CD&R, including, without limitation, CD&R Fund V and CD&R Fund VI; and (c) the Individual Defendants and each of their heirs, executors, trusts, trustees, administrators and assigns.

"Unknown Claims" means any Claim that any Party does not know or suspect to exist in his, her or its favor at any time on or before the date that such Party's release becomes effective, and that, if known by him, her, or it, might have affected his, her or its decision to settle or might have affected his, her, or its decision not to request exclusion from the Settlement Class or not to object to the Settlement Agreement, as the case may be.

If you remain a member of the Settlement Class, all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep any right you may have to sue or continue to sue Defendants and the other Releasees, on your own, about the Released Claims, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as "opting out" of the Settlement Class. Defendants may withdraw from and terminate the settlement if putative Settlement Class Members who purchased in excess of a certain percentage of SIRVA common stock exclude themselves from the Settlement Class.

13. How do I get out of the proposed settlement?
--

To exclude yourself from the Settlement Class, you must send a signed letter by mail stating that you "request exclusion from the Settlement Class in *Central Laborers' Pension Fund v. SIRVA, Inc., et al.*, Case No. 04 C-7644." Your letter should state the dates, prices, and number of shares

of all your purchases, acquisitions, and sales of SIRVA common stock during the Settlement Class Period. In addition, be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than _____, 2007 to:

Central Laborers' Pension Fund v. SIRVA Securities Litigation
c/o The Garden City Group, Inc.
P.O. Box 9159
Dublin, OH 43017-4159

You cannot exclude yourself by telephone or by e-mail. If you ask in writing to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) Defendants and the other Releasees in the future.

14. If I do not exclude myself, can I sue Defendants and the other Releasees for the same thing later?

No. Unless you exclude yourself, you give up any rights to sue Defendants and the other Releasees for any and all Released Claims. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is _____, 2007.

15. If I exclude myself, can I get money from the proposed settlement?

No. If you exclude yourself, do not send in a Proof of Claim form to ask for any money. But, you may exercise any right you may have to sue, continue to sue, or be part of a different lawsuit against Defendants and the other Releasees.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court ordered that the law firm Saxena White P.A. will represent all Settlement Class Members. This law firm and its lawyers are called Lead Counsel. You will not be separately charged for these lawyers. The Court will determine the amount of Lead Counsel's fees and expenses, which will be paid from the Cash Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Lead Counsel are asking the Court to award attorneys' fees from the Cash Settlement Fund an amount not to exceed 33 $\frac{1}{3}$ percent of the Cash Settlement Fund and for reimbursement of their expenses in the approximate amount of \$950,000.00, plus interest on such expenses at the same rate as earned by the Cash Settlement Fund. Lead Counsel, without further notice to the Settlement Class, may subsequently apply to the Court for fees and expenses incurred in connection with administering and distributing the settlement proceeds to the members of the Settlement Class and any proceedings subsequent to the Fairness Hearing.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

18. How do I tell the Court that I do not like the proposed settlement?

If you are a Settlement Class Member you can object to the settlement or any of its terms, the proposed Plan of Allocation and/or the application by Lead Counsel for an award of fees and expenses. You may give reasons why you think the Court should not approve any or all of the settlement terms or arrangements. The Court will consider your views if you serve a proper objection within the deadline identified, and according to the following procedures.

To object, you must send a signed letter stating that you object to the proposed settlement in *Central Laborers' Pension Fund v. SIRVA, Inc., et al.*, Case No. 04 C-7644. Be sure to include your name, address, telephone number, and your signature, identify the dates, prices, and number of shares of all purchases, acquisitions, and sales of the SIRVA common stock you made during the Settlement Class Period, and state the reasons why you object to the settlement. Your objection must be served on all the following counsel on or before _____, 2007:

LEAD COUNSEL:

Joseph E. White III
Saxena White P.A.
2424 North Federal Highway, Suite 257
Boca Raton, FL 33431

DEFENDANTS' COUNSEL:

Richard B. Kapnick
Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603

David W. DeBruin
Jenner & Block LLP
601 Thirteenth Street, N.W., Suite 1200
Washington, D.C. 20006

Stuart F. Delery
Wilmer Cutler Pickering Hale and Dorr
LLP
1875 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

Jeffrey S. Jacobson
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022

Robert Y. Sperling
Winston & Strawn LLP
35 West Wacker Drive
Chicago, IL 60601

You do not need to go to the Fairness Hearing to have your written objection considered by the Court. At the Fairness Hearing, any Settlement Class Member who has not previously submitted a request for exclusion from the Settlement Class and who has complied with the procedures set out in this question 18 and question 22 below for providing to counsel for Lead Plaintiff and Defendants a statement of intention to appear at the Fairness Hearing may also appear and be heard, to the extent allowed by the Court, to state any objection to the settlement, the Plan of Allocation or Lead Counsel's request for attorneys' fees and reimbursement of expenses. Any such objector may appear in person or arrange, at that objector's expense, for a lawyer to represent the objector at the Fairness Hearing.

19. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the proposed settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE SETTLEMENT FAIRNESS HEARING

The Court will hold a Fairness Hearing to decide whether to approve the proposed settlement. You may attend and you may ask to speak, but you do not have to.

20. When and where will the Court decide whether to approve the proposed settlement?

The Court will hold a Fairness Hearing at __: __ .m. on the ____ day of _____, 2007, at the United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604. At this Fairness Hearing the Court will consider whether the settlement is fair, reasonable and adequate. The Court also will consider the proposed Plan of Allocation for the proceeds of the settlement and the application of Lead Counsel for attorneys' fees and reimbursement of expenses. The

Court will take into consideration any written objections filed in accordance with the instructions at question 18. The Court also may listen to people who have properly indicated, within the deadline identified above, an intention to speak at the hearing; but decisions regarding the conduct of the hearing will be made by the Court. See question 22 for more information about speaking at the hearing. The Court may also decide how much to pay to Lead Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

You should be aware that the Court may change the date and time of the Fairness Hearing. Thus, if you want to come to the Fairness Hearing, you should check with Lead Counsel before coming to be sure that the date and/or time has not changed.

21. Do I have to come to the hearing?

No. Lead Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but your lawyer's attendance is not necessary. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval of the settlement.

22. May I speak at the hearing?

If you object to the settlement, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include with your objection (*see* question 18 above) a statement stating that it is your "Notice of Intention to Appear in *Central Laborers' Pension Fund v. SIRVA, Inc., et al.*, Case No. 04 C-7644." Persons who intend to object to the settlement, the Plan of Allocation, and/or Lead Counsel's application for an award of attorneys' fees and expenses and desire to present evidence at the Fairness Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Fairness Hearing. You cannot speak at the hearing if you excluded yourself from the Settlement Class or if you have not provided written notice of your intention to speak at the Fairness Hearing by the deadline identified, and in accordance with the procedures described in questions 18 and 20 above.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will get no money from this settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against

Defendants and the other Releasees about the Released Claims in this case, ever again. To share in the Net Cash Settlement Fund you must submit a Proof of Claim form (*see* question 10). To start, continue or be a part of any other lawsuit against Defendants and the other Releasees about the Released Claims in this case you must exclude yourself from this Settlement Class (*see* question 13).

GETTING MORE INFORMATION

24. Are there more details about the proposed settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement filed with the Court on _____, 2007. You can get a copy of the Settlement Agreement by writing to Joseph E. White III, Saxena White P.A., 2424 North Federal Highway, Suite 257, Boca Raton, Florida 33431.

You also can call the Administrator at 1-800-961-6816 toll free; write to Central Laborers' Pension Fund v. SIRVA, Inc. Securities Litigation, c/o The Garden City Group, Inc., P.O. Box 9159, Dublin, OH 43017-4159; or visit the website www.gardencitygroup.com, where you will find answers to common questions about the settlement, a Proof of Claim form, plus other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a payment.

25. How do I get more information?

For even more detailed information concerning the matters involved in this Action, reference is made to the pleadings, the Settlement Agreement, the orders entered by the Court and the other papers filed in the Action, which may be inspected at the Office of the Clerk, United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604.

PLAN OF ALLOCATION OF NET CASH SETTLEMENT FUND AMONG CLASS MEMBERS

The \$53,300,000.00 Cash Settlement Payment and the interest earned thereon shall be the Cash Settlement Fund. The Cash Settlement Fund, less all taxes, approved costs, fees and expenses ("Net Cash Settlement Fund") shall be distributed to members of the Settlement Class who file acceptable Proofs of Claim ("Authorized Claimants").

The Administrator shall determine each Authorized Claimant's pro rata share of the Net Cash Settlement Fund based upon each Authorized Claimant's "Recognized Claim" under Section 10(b) of the Exchange Act and Rule 10b-5, or under Section 11 of the Securities Act, if applicable.

A. Recognized Claims Under Section 10(b) of the Exchange Act and Rule 10b-5

Recognized Claims under Section 10(b) of the Exchange Act and SEC Rule 10b-5 shall be available for all Settlement Class Members that purchased common shares of SIRVA in the open market between November 25, 2003, and January 31, 2005, inclusive, and shall be calculated, on a per-share basis, as follows:

1. For shares sold between November 10, 2004, and May 1, 2005, inclusive, the Recognized Claim shall be equal to the claimed share price inflation on the purchase date minus the claimed share price inflation on the sale date.
2. For shares held as of May 2, 2005, the Recognized Claim shall be the claimed inflation per share on the purchase date.

For any day other than January 31, 2005, the claimed inflation in the share price shall be equal to the price paid or received in each transaction multiplied by the inflation percentage applicable to the transaction date as set forth in Table 1. For January 31, 2005, the claimed inflation per share shall be determined by the price paid or received minus \$8.50. Table 1 reflects that portion of each decline in the share price of SIRVA that can be explained by events that revealed corrective information.

Table 1: Inflation as a Percentage of the Share Price During and After the Settlement Class Period

Begin Period	End Period	Inflation or Percentage
11/24/2003	11/9/2004	48.8%
11/10/2004	11/21/2004	42.7%
11/22/2004	1/23/2005	42.0%
1/24/2005	1/30/2005	41.0%
1/31/2005	1/31/2005	Price minus \$8.50
2/1/2005	3/14/2005	4.3%
3/15/2005	5/2/2005	0.0%

Recognized Claims per share shall be further limited by the Private Securities Litigation Reform Act of 1995 (PSLRA) as follows: (i) If a share was sold between November 10, 2004, and May 1, 2005, inclusive, the Recognized Claim shall not exceed the difference between the purchase price per share and the selling price per share; (ii) If a share was sold after January 31, 2005, but prior to May 2, 2005, the Recognized Claim shall not exceed the difference between the purchase price per share and the average price per share applicable to the date of sale as set forth in Table 2; (iii) If a share was sold on or after May 2, 2005, the Recognized Claim shall not exceed the purchase price per share minus \$7.79.

Table 2: Average Closing Prices for PSLRA Loss Limitation

Date	Closing Price	Average Price
1/31/2005	\$ 8.86	\$ 8.86
2/1/2005	\$ 8.00	\$ 8.43

Date	Closing Price	Average Price
2/2/2005	\$ 9.02	\$ 8.63
2/3/2005	\$ 9.30	\$ 8.80
2/4/2005	\$ 9.40	\$ 8.92
2/7/2005	\$ 9.21	\$ 8.97
2/8/2005	\$ 9.12	\$ 8.99
2/9/2005	\$ 8.94	\$ 8.98
2/10/2005	\$ 8.75	\$ 8.96
2/11/2005	\$ 8.80	\$ 8.94
2/14/2005	\$ 8.85	\$ 8.93
2/15/2005	\$ 8.75	\$ 8.92
2/16/2005	\$ 8.78	\$ 8.91
2/17/2005	\$ 8.73	\$ 8.89
2/18/2005	\$ 8.71	\$ 8.88
2/22/2005	\$ 8.52	\$ 8.86
2/23/2005	\$ 8.65	\$ 8.85
2/24/2005	\$ 8.68	\$ 8.84
2/25/2005	\$ 8.82	\$ 8.84
2/28/2005	\$ 8.79	\$ 8.83
3/1/2005	\$ 8.77	\$ 8.83
3/2/2005	\$ 8.60	\$ 8.82
3/3/2005	\$ 8.45	\$ 8.80
3/4/2005	\$ 8.57	\$ 8.79
3/7/2005	\$ 8.58	\$ 8.79
3/8/2005	\$ 8.53	\$ 8.78
3/9/2005	\$ 8.43	\$ 8.76
3/10/2005	\$ 8.45	\$ 8.75
3/11/2005	\$ 8.31	\$ 8.74
3/14/2005	\$ 8.34	\$ 8.72
3/15/2005	\$ 7.94	\$ 8.70
3/16/2005	\$ 7.99	\$ 8.68
3/17/2005	\$ 7.83	\$ 8.65
3/18/2005	\$ 7.65	\$ 8.62
3/21/2005	\$ 7.52	\$ 8.59
3/22/2005	\$ 7.24	\$ 8.55
3/23/2005	\$ 7.32	\$ 8.52
3/24/2005	\$ 7.20	\$ 8.48
3/28/2005	\$ 7.19	\$ 8.45
3/29/2005	\$ 6.95	\$ 8.41
3/30/2005	\$ 6.97	\$ 8.38
3/31/2005	\$ 7.11	\$ 8.35
4/1/2005	\$ 6.99	\$ 8.32
4/4/2005	\$ 6.90	\$ 8.28
4/5/2005	\$ 6.74	\$ 8.25
4/6/2005	\$ 6.75	\$ 8.22
4/7/2005	\$ 6.80	\$ 8.19
4/8/2005	\$ 6.45	\$ 8.15

Date	Closing Price	Average Price
4/11/2005	\$ 6.50	\$ 8.12
4/12/2005	\$ 6.44	\$ 8.08
4/13/2005	\$ 6.55	\$ 8.05
4/14/2005	\$ 6.86	\$ 8.03
4/15/2005	\$ 6.67	\$ 8.01
4/18/2005	\$ 6.67	\$ 7.98
4/19/2005	\$ 6.59	\$ 7.96
4/20/2005	\$ 6.37	\$ 7.93
4/21/2005	\$ 6.73	\$ 7.91
4/22/2005	\$ 6.65	\$ 7.88
4/25/2005	\$ 6.75	\$ 7.86
4/26/2005	\$ 6.81	\$ 7.85
4/27/2005	\$ 6.91	\$ 7.83
4/28/2005	\$ 6.87	\$ 7.82
4/29/2005	\$ 6.98	\$ 7.80
5/2/2005	\$ 6.96	\$ 7.79

B. Recognized Claims Under Section 11 of the Securities Act

Recognized Claims under Section 11 of the Securities Act shall be available to Settlement Class Members that purchased SIRVA shares in the initial public offering (on or about November 24, 2003), in the secondary offering (on or about June 10, 2004) or in the open market between November 25 and December 18, 2003; and shall be calculated on a per-share basis as follows:

1. For shares purchased in the initial public offering or between November 25, 2003, and December 18, 2003, the Recognized Claim shall be the lesser of:

(i)(a) **if sold on or before October 11, 2005,**² \$18.50 per share minus the sale price per share; (i)(b) **if held as of October 11, 2005,** \$18.50 per share minus \$7.76 per share;³

(ii)(a) **if sold on or before October 11, 2005,** the purchase price per share minus the sale price per share; (ii)(b) **if held as of October 11, 2005,** the purchase price per share minus \$7.76 per share; or

(iii) the claimed inflation per share on the purchase date minus the inflation per share on the sale date. Inflation shall be determined by multiplying the inflation percentage set forth in Table 3 for the applicable transaction date (except on January 31, 2005) by the price paid or received per share.

² October 11, 2005, is date when the first complaint with all substantive allegations was filed.

³ \$7.76 was the closing price on October 11, 2005.

Table 3: Inflation per Share for Section 11 Recognized Losses

Begin Period	End Period	Inflation or Percentage
11/24/2003	11/9/2004	52.3%
11/10/2004	11/21/2004	46.6%
11/22/2004	1/23/2005	46.0%
1/24/2005	1/30/2005	45.0%
1/31/2005	1/31/2005	Price minus \$7.89
2/1/2005	3/14/2005	10.9%
3/15/2005	6/22/2005	6.9%
6/23/2005	Indefinite	0.0%

2. For shares purchased in the secondary offering on or about June 10, 2004, the Recognized Claim shall be the lesser of:

(i)(a) **if sold on or before October 11, 2005**, \$22.00 per share minus the sale price per share; (i)(b) **if held as of October 11, 2005**, \$22.00 per share minus \$7.76 per share; or

(ii) \$11.51 minus the claimed inflation per share at the time of sale as determined by the percentage inflation times the price (except on January 31, 2005) set forth in Table 3.

For shares eligible for claims under both the Securities Act (Section 11) and the Exchange Act (Section 10(b) and Rule 10b-5), the Recognized Claim for each purchased share shall be the greater of the two calculations set forth in parts A and B above.

If an Authorized Claimant has more than one purchase or sale of SIRVA common stock, all purchases and sales shall be matched on a First-In-First-Out (“FIFO”) basis. A purchase or sale of SIRVA common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, devise or operation of law of SIRVA common stock during the Settlement Class Period shall not be deemed a purchase or sale of SIRVA common stock for the calculation of a Recognized Claim nor shall it be deemed an assignment of any claim relating to the purchase of such shares unless specifically provided in the instrument of gift or assignment. The receipt of SIRVA common stock during the Settlement Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of SIRVA common stock.

Each Authorized Claimant shall be allocated a pro rata share of the Net Cash Settlement Fund based on his, her or its Recognized Claim compared to the Total Recognized Claims of all accepted Authorized Claimants. Each Authorized Claimant shall be paid an amount determined by multiplying his, her or its Recognized Claim by a fraction the numerator of which shall be the Net Cash Settlement Fund and the denominator of which shall be the Total Recognized Claims of all Authorized Claimants. The amount of a Settlement Class Member’s Recognized Claim as computed above is not intended to be an estimate of what a Settlement Class Member might have

been able to recover at trial. Instead, this computation is only a method to weigh Settlement Class Members' claims against one another.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the settlement and authorized the distributions. If any funds remain in the Net Cash Settlement Fund by reason of un-cashed checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Settlement Class Members who are entitled to participate in the distribution of the Net Cash Settlement Fund cash their distributions, any balance remaining in the Net Cash Settlement Fund six months after the distribution of such funds shall be contributed to any non-sectarian, not-for-profit, 501(c)(3) organization designated by Lead Counsel.

Lead Plaintiff, Defendants, their respective counsel, and all other Releasees shall have no responsibility for or liability whatsoever for the investment or distribution of the Cash Settlement Fund, the Net Cash Settlement Fund, the Plan of Allocation or the determination, administration, calculation, or payment of any Proof of Claim or non-performance of the Administrator, the payment or withholding of taxes owed by the Cash Settlement Fund or any losses incurred in connection therewith.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased or otherwise acquired the common stock of SIRVA through any public offering or on the open market between November 25, 2003 and January 31, 2005, inclusive, for the beneficial interest of a person or organization other than yourself, the Court has directed that, **WITHIN TEN DAYS OF YOUR RECEIPT OF THIS NOTICE**, you either (a) provide to the Administrator the name and last known address of each person or organization for whom or which you purchased SIRVA common stock during such period or (b) request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and within ten days mail the Notice and Proof of Claim form directly to the beneficial owners of that SIRVA common stock. You are entitled to reimbursement from the Cash Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Administrator:

Central Laborers' Pension Fund v. SIRVA, Inc. Securities Litigation
c/o The Garden City Group, Inc.
P.O. Box 9159
Dublin, OH 43017-4159
1-800-961-6816

Dated: Chicago, Illinois
_____, 2007

By Order of the Court
CLERK OF THE COURT



EXHIBIT B-2

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CENTRAL LABORERS' PENSION FUND,

Plaintiff,

v.

SIRVA, INC., BRIAN P. KELLEY, JOAN E. RYAN, JAMES W. ROGERS, RICHARD J. SCHNALL, CARL T. STOCKER, CREDIT SUISSE FIRST BOSTON LLC, GOLDMAN, SACHS & CO., DEUTSCHE BANK SECURITIES INC., CITIGROUP GLOBAL MARKETS INC., J.P. MORGAN SECURITIES INC., BANC OF AMERICA SECURITIES LLC, MORGAN STANLEY & CO. INCORPORATED, PRICEWATERHOUSECOOPERS LLP, and CLAYTON DUBILIER & RICE, INC.

Defendants.

No. 04 C-7644

Judge Ronald A. Guzmán

PROOF OF CLAIM AND RELEASE

DEADLINE FOR SUBMISSION: _____, 2007.

IF YOU PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF SIRVA, INC. ("SIRVA") THROUGH ANY PUBLIC OFFERING OR ON THE OPEN MARKET BETWEEN NOVEMBER 25, 2003 AND JANUARY 31, 2005, INCLUSIVE ("SETTLEMENT CLASS PERIOD"), YOU ARE A CLASS MEMBER AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS. EXCLUDED FROM THE CLASS ARE: (a) SUCH PERSONS OR ENTITIES WHO HAVE SUBMITTED VALID AND TIMELY REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS IN ACCORDANCE WITH THE PROCEDURES SET OUT IN SECTION VI OF THE SETTLEMENT AGREEMENT AND DESCRIBED IN THE NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, MOTION FOR ATTORNEYS' FEES AND EXPENSES, AND FAIRNESS HEARING; (b) SUCH PERSONS OR ENTITIES WHO ARE DEFENDANTS, FAMILY MEMBERS OF THE INDIVIDUAL DEFENDANTS, OR THE LEGAL REPRESENTATIVES, HEIRS, EXECUTORS, SUCCESSORS, ASSIGNS OR MAJORITY-OWNED AFFILIATES—INCLUDING WITHOUT LIMITATION CLAYTON, DUBILIER & RICE FUND V LIMITED PARTNERSHIP ("CD&R FUND V") AND CLAYTON, DUBILIER & RICE FUND VI LIMITED PARTNERSHIP ("CD&R FUND VI")—OF ANY SUCH EXCLUDED PERSON OR ENTITY; OR (c)

ANY DIRECTORS OR OFFICERS OF ANY SUCH EXCLUDED PERSON OR ENTITY DURING THE SETTLEMENT CLASS PERIOD.

IF YOU ARE A CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS.

YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND MAIL IT BY FIRST-CLASS MAIL, POSTMARKED NO LATER THAN _____, 2007 TO THE FOLLOWING ADDRESS:

Central Laborers' Pension Fund v. SIRVA, Inc. Securities Litigation
c/o The Garden City Group, Inc.
P.O. Box 9159
Dublin, OH 43017-4159

YOUR FAILURE TO SUBMIT YOUR CLAIM BY _____, 2007 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS LITIGATION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE ADMINISTRATOR.

CLAIMANT'S STATEMENT

1. I purchased or otherwise acquired the common stock of SIRVA through a public offering or on the open market between November 25, 2003 and January 31, 2005, inclusive. (Do not submit this Proof of Claim if you did not purchase or otherwise acquire SIRVA common stock during this period).

2. By submitting this Proof of Claim, I state that I: (a) believe in good faith that I am a Settlement Class Member as defined above and in the Notice of Pendency of Class Action and Proposed Settlement, Motion for Attorneys' Fees and Settlement Fairness Hearing ("Notice"), or am acting for such person; (b) am not a Defendant in the Action or anyone excluded from the Settlement Class; (c) have read and understand the Notice; (d) believe that I am entitled to receive a share of the Net Cash Settlement Fund; (e) elect to participate in the proposed Settlement described in the Notice; and (f) have not filed a request for exclusion. (If you are

acting in a representative capacity on behalf of a Settlement Class Member— *e.g.*, as an executor, administrator, trustee, or other representative—you must submit evidence of your current authority to act on behalf of that Settlement Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)

3. I consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Proof of Claim. I understand and agree that my claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my status as a Settlement Class Member and the validity and amount of my claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proofs of Claim.

4. I have set forth where requested below all relevant information with respect to each purchase or other acquisition of SIRVA common stock during the Settlement Class Period, and each sale, if any, of such securities. I agree to furnish additional information (including transactions in other SIRVA securities) to the Administrator to support this claim if requested to do so.

5. I have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase, acquisition, sale or retention of SIRVA common stock listed below in support of my claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)

6. I understand that the information contained in this Proof of Claim is subject to such verification as the Administrator may request or as the Court may direct, and I agree to cooperate in any such verification. The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Administrator may request additional information as required to efficiently and reliably calculate my Recognized Claim. In some cases the Administrator may condition acceptance of the claim based upon the production of additional information, including, where applicable, information concerning transactions in any derivatives of the subject securities such as options.

7. My signature hereto will constitute a full and complete release, remise and discharge by me and my heirs, executors, administrators, predecessors, successors, and assigns (or, if I am submitting this Proof of Claim on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) of each of the Releasees of all Released Claims, as defined in the Notice.

8. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants MUST submit a manually signed paper Proof of Claim form listing all their transactions whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Administrator at 1-800-961-6816 or visit its website at *www.gardencitygroup.com* to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

9. Statement of Claim

Name(s) of Beneficial Owner(s):

Name

Joint Owner's Name (if any)

Address of Beneficial Owner(s):

Street No.

_____, _____
City State Zip Code

() _____ () _____
Telephone No. (Day) Telephone No. (Night)

Taxpayer I.D. No. or Social Security No.

Check one:

- Individual Corporation
 Joint Owners IRA
 Estate Other _____ (specify)

10. I made the following purchases of SIRVA common stock during the period between November 25, 2003 and January 31, 2005, inclusive (NOTE: If you acquired your SIRVA common stock during this period other than by an open market purchase, please provide a complete description of the terms of the acquisition on a separate page.):

Date of Purchases (List Chronologically) (Month/Day/Year)	Number of Shares of Common Stock Purchased	Purchase Price Per Share of Common Stock	Aggregate Cost (including commissions, taxes, and fees)
___/___/___	_____	\$ _____	\$ _____

___/___/___	_____	\$ _____	\$ _____
___/___/___	_____	\$ _____	\$ _____
___/___/___	_____	\$ _____	\$ _____
___/___/___	_____	\$ _____	\$ _____

11. I made the following sales of SIRVA common stock during the period between November 25, 2003 and January 31, 2005, inclusive:

Date of Sales (List Chronologically) (Month/Day/Year)	Number of Shares of Common Stock Sold	Sale Price Per Share of Common Stock	Amount Received (net of commissions, taxes, and fees)
___/___/___	_____	\$ _____	\$ _____
___/___/___	_____	\$ _____	\$ _____
___/___/___	_____	\$ _____	\$ _____
___/___/___	_____	\$ _____	\$ _____
___/___/___	_____	\$ _____	\$ _____

12. As of the close of business on January 31, 2005, I owned _____ shares of SIRVA common stock (If none, write 0).

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MAY PHOTOCOPY THIS PAGE OR ENCLOSE A SCHEDULE OF YOUR TRANSACTIONS PROVIDING THE SAME INFORMATION REQUESTED HERE

13. Request for Taxpayer Identification Number:

Enter taxpayer identification number below for the Beneficial Owner(s). For most individuals, this is your Social Security Number. The Internal Revenue Service ("I.R.S.") requires such taxpayer identification number. If you fail to provide this information, your claim may be rejected.

_____ Social Security Number (for individuals) or

Taxpayer Identification Number
(for estates, trusts, corporations, etc.)

14. Certification

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding, or (b) I (we) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE:If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign)

(Signature)

(Signature)

(Capacity of person(s) signing, e.g. beneficial purchaser(s), executor, administrator, trustee, etc.)

Date: _____

THIS PROOF OF CLAIM MUST BE SUBMITTED NO LATER THAN _____,
2007, AND MUST BE MAILED TO:

Central Laborers' Pension Fund v. SIRVA, Inc. Securities Litigation
c/o The Garden City Group, Inc.
P.O. Box 9159
Dublin, OH 43017-4159

A Proof of Claim received by the Administrator shall be deemed to have been submitted when posted, if postmarked by _____, 2007, mailed by first-class and addressed in accordance with the above instructions. In all other cases, a Proof of Claim shall be deemed to have been submitted when actually received by the Administrator.

You should be aware that it will take a significant amount of time to process fully all of the Proofs of Claim and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim. Please notify the Administrator of any change of address.

REMINDER CHECKLIST

1. Please be sure to sign this Proof of Claim on page [__]. If this Proof of Claim is submitted on behalf of joint claimants, then both claimants must sign.
2. Please remember to attach supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
3. Do NOT use highlighter on the Proof of Claim or any supporting documents.
4. If you move after submitting this Proof of Claim, please notify the Administrator of the change in your address.
5. If you need more space to list your purchases and sales, you may attach extra sheets of paper.

EXHIBIT B-3

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CENTRAL LABORERS' PENSION FUND,

Plaintiff,

v.

SIRVA, INC., BRIAN P. KELLEY, JOAN E. RYAN, JAMES W. ROGERS, RICHARD J. SCHNALL, CARL T. STOCKER, CREDIT SUISSE FIRST BOSTON LLC, GOLDMAN, SACHS & CO., DEUTSCHE BANK SECURITIES INC., CITIGROUP GLOBAL MARKETS INC., J.P. MORGAN SECURITIES INC., BANC OF AMERICA SECURITIES LLC, MORGAN STANLEY & CO. INCORPORATED, PRICEWATERHOUSECOOPERS LLP, and CLAYTON DUBILIER & RICE, INC.

Defendants.

No. 04 C-7644

Judge Ronald A. Guzmán

**SUMMARY NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT AND FAIRNESS HEARING**

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF SIRVA, INC. ("SIRVA") THROUGH ANY PUBLIC OFFERING OR ON THE OPEN MARKET BETWEEN NOVEMBER 25, 2003 AND JANUARY 31, 2005, INCLUSIVE ("SETTLEMENT CLASS").

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the Court, that the above-captioned action has been certified as a class action, for settlement purposes only, and that a settlement for \$53,300,000 has been proposed. A hearing will be held before the Honorable Ronald A. Guzmán in the U.S. District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604, at __:___.m., on _____, 2007 to determine whether the proposed settlement should be approved by the Court as fair, reasonable, and

adequate, and to consider the application of Lead Counsel for attorneys' fees and reimbursement of expenses.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS DESCRIBED ABOVE, YOUR RIGHTS WILL BE AFFECTED AND YOU MAY BE ENTITLED TO SHARE IN THE CASH SETTLEMENT FUND. If you have not yet received the full printed Notice of Pendency of Class Action, Proposed Settlement, Motion for Attorneys' Fees and Expenses, and Fairness Hearing and a Proof of Claim form, you may obtain copies of these documents by contacting the Administrator:

Central Laborers' Pension Fund v. SIRVA, Inc. Securities Litigation
c/o The Garden City Group, Inc.
P.O. Box 9159
Dublin, OH 43017-4159
1-800-961-6816
www.gardencitygroup.com

Inquiries, other than requests for the forms of Notice and Proof of Claim, may be made to Lead Counsel:

Joseph E. White III
SAXENA WHITE P.A.
2424 North Federal Highway, Suite 257
Boca Raton, FL 33431
(561) 394-3399

To participate in the settlement, you must submit a Proof of Claim no later than _____, 2007. If you are a Settlement Class Member and do not exclude yourself from the Settlement Class, you will be bound by the Order and Final Judgment of the Court. To exclude yourself from the Settlement Class, you must submit a request for exclusion postmarked no later than _____, 2007. Any objections to the settlement must be filed by _____, 2007. If you are a Settlement Class Member and do not submit a proper Proof of Claim, you will not

share in the settlement but you nevertheless will be bound by the Order and Final Judgment of the Court.

Further information may be obtained by contacting the Claims Administrator.

By Order of the Court