

Full Notice:

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

	:	Chapter 11
In re:	:	Case No. 08-10375 (JMP)
	:	
DJK RESIDENTIAL LLC, <i>et. al.</i> ,	:	Jointly Administered
	:	
Reorganized Debtors.	:	
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**NOTICE OF PROPOSED SETTLEMENT
IN CLASS ACTION AND HEARING ON SETTLEMENT APPROVAL**

TO: ALL PERSONS AND ENTITIES IN THE UNITED STATES AND ITS TERRITORIES WHO DIRECTLY PURCHASED HOUSEHOLD GOODS MOVING SERVICES FROM ANY OF THE FOLLOWING ENTITIES AT ANY TIME FROM MARCH 19, 2003 THROUGH AND INCLUDING MARCH 19, 2007:

- | | |
|---|--------------------------------|
| Allied Van Lines, Inc. | North American Van Lines, Inc. |
| American Moving and Storage Association, Inc. | SIRVA, Inc. |
| | SIRVA Worldwide, Inc. |
| Atlas Van Lines, Inc. | Unigroup, Inc. |
| Atlas World Group, Inc. | United Van Lines LLC |
| Bekins Van Lines, Inc. | Wheaton Van Lines, Inc. |
| Mayflower Transit LLC | |

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. A SETTLEMENT HAS BEEN PROPOSED IN PENDING CLASS ACTION LITIGATION THAT MAY AFFECT YOUR RIGHTS. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS DESCRIBED BELOW, YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT FUND.

IF YOU HAVE FILED YOUR OWN LAWSUIT, YOU STILL NEED TO TAKE ACTION TO EXCLUDE YOURSELF FROM THIS LITIGATION.

NOTICE IS HEREBY GIVEN, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), dated **December 11, 2008**, that a settlement class has been conditionally certified by the Bankruptcy Court and that a hearing will be held before the Honorable **James J. Peck**, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York, Courtroom No. 601, One Bowling Green, New

York, New York 10004, on **April 7, 2009** (the “Settlement Hearing”), to determine whether a proposed settlement in the below described litigation as to certain defendants, their parents, subsidiaries, and affiliates, as set forth in the Settlement Agreement dated **October 22, 2008** is fair reasonable and adequate to the Settlement Class.

If you are a member of the Settlement Class, you have the right to share in the settlement fund, object to the proposed settlement, and/or enter an appearance through your own counsel at your own expense. You also have the right to exclude yourself from the Settlement Class, in which case you will not be entitled to share in this settlement fund or object to this settlement.

DEFINITIONS

1. “*Class*” means all individuals or entities (excluding governmental entities, Defendants and their respective parents, predecessors, subsidiaries, affiliates, and affiliates and all Released Parties) that purchased Household Goods Moving Services for interstate shipments directly from the Defendants listed herein, or any predecessor, subsidiary, affiliate, or agent, at any time during the period from March 19, 2003 to March 19, 2007.

2. “*Class Counsel*” means both (i) those attorneys or law firms retained as counsel for any named plaintiff in the Class Actions and/or the Bankruptcy Action (as that term is defined in the Settlement Agreement) and (ii) those attorneys or law firms that receive any portion of attorneys’ fees that is paid out of the Settlement Funds (as that term is defined in the Settlement Agreement), including but not limited to A. Hoyt Rowell, III, Robert S. Wood, T. Christopher Tuck, and Dan O. Myers, RICHARDSON PATRICK WESTBROOK & BRICKMAN, LLC, 1037 Chuck Dawley Blvd., Bldg. A, P.O. Box 1007, Mt. Pleasant, SC 29464; Mark C. Tanenbaum, John P. Algar, and Mia L. Maness, MARK C. TANENBAUM P.A., PO Box 20757, Charleston, SC 29413-0757; Howard L. Siegel, LAW OFFICES OF HOWARD SIEGEL, 101 North Adams Street, Rockville, MD 20850; Robert M. Foote, Craig S. Mielke, Stephen W. Fung, FOOTE MEYERS MIELKE FLOWERS, LLC, 28 North First Street, Suite 2, Geneva, IL 60134; Kathleen C. Chavez, CHAVEZ LAW FIRM, P.C., 28 North First Street, Suite 2, Geneva, IL 60134; J. Preston Strom, STROM LAW FIRM, L.L.C., 2110 Beltline Boulevard, Suite A, Columbia, SC 29204; Richard P. Rouco and Othni J. Lathram, WHATLEY DRAKE & KALLAS, L.L.C., Suite 1000, 2001 Park Place North, P.O. Box 10647, Birmingham, AL 35203; Herman Watson, Jr., Rebekah Keith McKinney, and Eric J. Artrip, WATSON, JIMMERSON, MARTIN, MCKINNEY, GRAFFEO & HELMS, P.C. 203 Greene Street, P.O. Box 18368, Huntsville, AL 35801.

3. “*Class Plaintiffs*” means the named plaintiffs in the Class Actions.

4. “*Co-Lead Class Counsel*” means Mark C. Tanenbaum of Mark C. Tanenbaum, P.A., and Howard L. Siegel and T. Christopher Tuck of Richardson, Patrick, Westbrook & Brickman, L.L.C.

5. “*Debtor Defendants*” means Allied Van Lines, Inc. and North American Van Lines, Inc., collectively.

6. “*Defendants*” mean the following companies:

Allied Van Lines, Inc.	North American Van Lines, Inc.
American Moving and Storage Association, Inc.	SIRVA, Inc.
	SIRVA Worldwide, Inc.
Atlas Van Lines, Inc.	Unigroup, Inc.
Atlas World Group, Inc.	United Van Lines LLC
Bekins Van Lines, Inc.	Wheaton Van Lines, Inc.
Mayflower Transit LLC	

7. “*Effective Date*” means the date of final approval of the Settlement Agreement, which shall occur upon the occurrence of the following events: (a) the settlement has been approved in all respects by the Court as required by the Plan and Rule 9019(a) of the Federal Rules of Bankruptcy Procedure; (b) the entry by the Bankruptcy Court of the Final Judgment of dismissal; and (c) either (i) the time to appeal, or to seek permission to appeal, the Court’s approval of the settlement as described in (a) hereof and entry of final judgment as described in (b) hereof has expired with no appeal having been taken or permission to appeal having been sought; or (ii) such approval and final judgment having been affirmed in their entirety by the court of last resort to which an appeal has been taken or petition for review has been presented and such affirmance has become no longer subject to the possibility of further appeal or review.

8. “*Final Judgment*” means a final order approving the Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and Rule 9019(a) of the Federal Rules of Bankruptcy Procedure together with entry of the final judgment dismissing the Class Actions and all claims therein against Released Parties on the merits with prejudice as to all Settlement Class Members.

9. “*Household Goods Moving Services*” means the interstate transport of household goods within the United States for a fee.

10. “*Released Claims*” means upon the occurrence of the Effective Date and in consideration of the payment of the Settlement Amount, the Released Parties shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action, whether class, individual, direct, indirect or otherwise in nature, damages whenever and however incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys’ fees, known or unknown, suspected or unsuspected, accrued or unaccrued, asserted or unasserted, derivative or direct, whether in law, equity or otherwise, that any Releasing Party or Releasing Parties, whether directly, representatively, derivatively or in any other capacity, ever had, now have or hereafter can, shall or may have, claim or assert, relating in any way to any conduct prior to the date hereof concerning any fuel surcharges paid by the Releasing Parties in connection with their Purchases or relating to any conduct alleged in the Class Actions including, without limitation, any such claims which have been asserted or could have been asserted in the Class Actions against the Released Parties or any one of them (the “Released Claims”). Settlement Class Members covenant to refrain from seeking to establish liability against the Debtor Defendants or from recovering payments from the Debtor Defendants

other than those described herein based, in whole or in part, upon any of the Released Claims. Settlement Class Members acknowledge that this is a full settlement of disputed claims. Nonetheless, the stated consideration is accepted by the Settlement Class Members as full release of such claims, in addition to all other claims which the Settlement releases.

11. “*Released Party*” means each of the Debtor Defendants; the present and former direct and indirect parents, subsidiaries, divisions, affiliates or associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934) of any of the above; the present and former stockholders, officers, directors, employees, agents and legal representatives of any of the above entities (with respect to any conduct of any of the above entities); and the predecessors, heirs, executors, administrators, successors and assigns of any of the above persons or entities; provided, however, that “Released Parties” does not include any of the other Defendants as defined in paragraph 6. The foregoing persons or entities shall sometimes hereafter collectively be referred to as the “Released Parties” or individually as a “Released Party.”

12. “*Releasing Party*” means any member of the Settlement Class (on its own behalf and on behalf of its present and former officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, subsidiaries, heirs, executors, administrators, purchasers, predecessors, successors and assigns). The foregoing persons or entities shall sometimes hereafter collectively be referred to as the “Releasing Parties” or individually as a “Releasing Party.”

13. “*Relevant Time Period*” means the period from and including March 19, 2003 up to and including March 19, 2007.

14. “*Settlement Class*” means all members of the Class who do not timely and validly elect to be excluded from the Settlement Class, certified for purposes of the Settlement Agreement.

15. “*Settlement Class Member*” means each member of the Class who does not timely and validly elect to be excluded from the Settlement Class, certified for purposes of the Settlement Agreement.

SUMMARY OF THE ACTION

Beginning in the Spring of 2007, class action complaints alleging violations of the federal antitrust laws within the Household Goods Moving Services industry were filed in multiple federal District Courts including the U.S. District Court for the District of South Carolina, Charleston Division, Case No. 2:07-CD-00764-CWH (originally captioned *Donald J. Beach, et al. v. Atlas Van Lines, et al.*) (the “*Beach*” action), the U.S. District Court for the Northern District of Illinois, Case No. 07-cv-2506 (originally captioned *Gary Moad, et al. v. Atlas Van Lines, et al.*) (the “*Moad*” action), and the U.S. District Court for the Northern District of Alabama, Case No. CV-07-CO-2269-S (originally captioned *Robert E. Boone, Jr., et al. v. Atlas Van Lines, Inc., et al.*) (the “*Boone*” action) (collectively, the “Class Actions”). Motions were made to the Judicial Panel on Multidistrict Litigation (“JPML”) to centralize the cases in a single court to promote the just and efficient conduct of the litigation. On August 16, 2007, the JPML entered a Transfer Order centralizing the cases in the U.S. District Court for the District of South

Carolina, Charleston Division and recommending that they be assigned to the Hon. C. Weston Houck for coordinated or consolidated pretrial proceedings (the "South Carolina Court").

The operative complaint ("Complaint") in this Action was filed on March 19, 2007. The Complaint alleges, in part, that the Defendants conspired to fix or maintain the prices of "Fuel Surcharges" charged to persons who purchased Household Goods Moving Services in violation of Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1. The Complaint alleges that, as part of the conspiracy, the Defendants caused the members of the Class to pay artificially high and unlawful fuel surcharges in violation of federal law.

On February 5, 2008, the Debtor Defendants, along with their parent companies and numerous affiliates, filed petitions for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court. Based upon the allegations in the Complaint, valuation of the claims against the Debtor Defendants ranged from \$0 to \$400 million. Under the Plan of Reorganization originally filed by the Debtor Defendants, the claims of the Class were classified as Class 5, General Unsecured Claims, a type of claim which would receive no payment. On March 11, 2008, Class Counsel filed an Objection to confirmation of the original Plan. The Objection related to the original Plan generally as well as the specific treatment of Class 5 claims.

The Debtor Defendants asserted several meritorious defenses to the Class's claims and the Objection. In addition, the Debtors' rejected the high-end valuation of the Class's claims as it was larger than the total enterprise value at the time of the Debtor Defendants, its parents and affiliates combined (which ranged from \$284 million to \$344 million). The Debtor Defendants' credit problems, the scope of the Class's claims and the issues raised in the Objection threatened the reorganization, which may have forced the Debtor Defendants into liquidation.

The Class also faced significant risks were they to proceed on their Objection. If the Objection proved successful, the reorganization may have failed and resulted in the loss of the Debtors' financing, thereby forcing the Debtors into liquidation. Under a liquidation scenario, there likely would have been no unencumbered assets available to satisfy the Class's claims. In other words, the Class would have received nothing.

The validity of the original Plan and the Objections has been vigorously litigated. The Debtor Defendants, the Class, and other parties in interest each strongly advocated their positions before the Bankruptcy Court. Prior to and throughout the Bankruptcy Court hearings, the Debtor Defendants, and certain holders of Class 5 claims, including the Class, engaged in settlement negotiations. On April 29, 2008, the parties reached an agreement in principle, which eventually took the form of an Amended Plan.

Under the Amended Plan, the Debtors agreed to modify the original Plan by, among other things, paying three million dollars (\$3,000,000) in cash and placing a two million dollar (\$2,000,000) Beach Class Action Note into escrow on account of the Class's Claims, in full and final satisfaction, settlement, release, and discharge of each such allowed claim. Under these additional terms, Class Counsel did not renew the Class's Objection. On May 7, 2008 the Bankruptcy Court entered an order confirming the Amended Plan.

The parties entered into a Settlement Agreement detailing the compromise struck in the Amended Plan in order to eliminate the burden, expense, and risk of Debtor Defendants' potential liquidation and further litigation. Class Counsel have determined that settling the Class's claims against the Debtor Defendants is in the best interest of the Class as it provides a short-term cash benefit to the Class Members and avoids the risks outlined above.

No determination has been made by the U.S. District Court for the District of South Carolina in the Class Actions as to liability of any of the Defendants or the amount of damages, if any, suffered by the Class.

THE PROPOSED SETTLEMENT WITH DEBTOR DEFENDANTS

The Debtor Defendants and Class Counsel negotiated vigorously and at arm's-length for a protracted period of time to reach a fair and reasonable resolution of the claims brought in this action. The Settlement totals three million dollars (\$3,000,000) in cash and a two million dollar (\$2,000,000) Beach Class Action Note as well as the cost of notice to the Class. The Debtor Defendants deposited these funds into Escrow and they have been earning interest since May 8, 2008.

In exchange for the settlement payment, the Debtor Defendants and the other Released Parties will be released of all Released Claims (as defined above) asserted against them on behalf of the Settlement Class for alleged price fixing of Household Goods Moving Services in the United States prior to the Effective Date.

The Settlement Fund (as that term is defined in the Settlement Agreement) is subject to reduction based on a formula set forth in the Settlement Agreement taking into account the relative amount of Household Goods Moving Services purchases by class members that choose to opt-out of the proposed settlement. Any such reduction shall be returned to Debtor Defendants. Under certain circumstances, Debtor Defendants will have the option to rescind or terminate this settlement.

A COPY OF THE SETTLEMENT AGREEMENT IS AVAILABLE AT THE FOLLOWING WEBSITE: WWW.VANLINESSETTLEMENT.COM AND IS AVAILABLE FOR REVIEW DURING BUSINESS HOURS AT THE OFFICE OF THE CLERK OF COURT FOR THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, COURTROOM NO. 601, ONE BOWLING GREEN, NEW YORK, NEW YORK 10004. TO THE EXTENT THAT ANYTHING IN THIS NOTICE CONFLICTS WITH THE TERMS OF THE SETTLEMENT AGREEMENT, THE SETTLEMENT AGREEMENT SHALL CONTROL.

ATTORNEYS' FEES AND COSTS

Class Counsel are not requesting the Court to award any attorneys' fees and expenses at this time. Class Counsel intend to seek an award of attorneys' fees and expenses in connection with the settlement with the Debtor Defendants at some point in the future, any of which will be paid from the Settlement Fund.

YOUR OPTIONS

If you are a member of the Class, you will remain in the Settlement Class for purposes of this settlement unless you elect to be excluded. As a Settlement Class Member, you will be bound by all of the Court's Orders and Judgments entered pursuant to the Settlement Agreement, including the dismissal and release of your claims against the Debtor Defendants, and you will be prevented from bringing or asserting any Released Claims (as defined above) against the Debtor Defendants and the Released Parties. Your interests will be represented by the Class Plaintiffs and Class Counsel. However, at your own expense, you may have your own attorney appear on your behalf. You may, but are not required to, appear at the hearing at which the Court will decide whether to grant final approval to the settlement and the plan of distribution.

IF YOU REMAIN IN THE SETTLEMENT CLASS, CLASS COUNSEL WILL NOTIFY YOU WHEN A PLAN OF DISTRIBUTION HAS BEEN APPROVED BY THE SOUTH CAROLINA COURT AND THE STEPS YOU MUST TAKE IN ORDER TO SHARE IN THE PROCEEDS OF THE SETTLEMENT. Failure to comply with those procedures may cause your claim to be rejected and you may be precluded from any recovery from the Debtor Defendants, although you still would be bound by the judgment or other final disposition entered by the Court as to the Debtor Defendants.

IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, you must do so by sending a written request for exclusion, by certified mail, return-receipt requested, postage prepaid, and postmarked so they are **ACTUALLY RECEIVED NO LATER THAN MARCH 20, 2009,** to:

In re DJK Residential (SIRVA, Inc.)
c/o Epiq Systems
10300 S.W. Allen Blvd.
Beaverton, OR 97005

The request for exclusion must clearly state the name and address of the person or entity who wishes to be excluded from the Settlement Class, as well as all trade names or business names and addresses used by such person or entity and any of its parents, subsidiaries or affiliates that purchased Household Goods Moving Services at any time during the Relevant Period and are also intended to be excluded from the Settlement Class.

IN ORDER TO BE EXCLUDED FROM THE SETTLEMENT CLASS, YOU MUST TIMELY REQUEST EXCLUSION IN THE MANNER SET FORTH ABOVE EVEN IF YOU HAVE FILED OR HEREAFTER FILE YOUR OWN LAWSUIT AGAINST ANY OF THE DEFENDANTS BASED ON CLAIMS THAT ARISE OUT OF THE CONDUCT AT ISSUE IN THE CLASS ACTIONS.

If you properly and timely submit a request for exclusion from the Settlement Class, you will not be bound by the Settlement Agreement, or any judgment or order entered pursuant thereto, and you will not be entitled to share in the settlement proceeds and will not receive any

of the other benefits of the Settlement Agreement. You will be free to pursue whatever legal rights you may have against any of the Released Parties at your own costs and expense.

Whether you choose to remain a member of the Settlement Class or choose to exclude yourself, you will be notified of your rights to exclude yourself from any future settlement class or certified class with respect to any Defendants not included in the Settlement Agreement.

PLAN OF DISTRIBUTION

Per the terms of the Settlement Agreement, the plan of distribution for the settlement proceeds will be deferred to the South Carolina Court for approval at a later time. Class Counsel is responsible for submitting a proposed plan of distribution to the South Carolina Court and seeking said Court's approval of the plan. Generally, the settlement proceeds available for the Class will be distributed on a pro rata basis among the members of the Settlement Class who timely and properly file a Proof of Claim. Each claimant's pro rata share will be based on the dollar amount of its purchases of Household Goods Moving Services in the United States from all Defendants. Purchases must have been made directly from a Defendant during the Relevant Time Period to qualify. The South Carolina Court retains the power to approve or reject, in full or partially, any individual claim of a Settlement Class Member based on equitable grounds. Because the alleged overcharge is only a portion of the price paid for Household Goods Moving Services, your recovery will be less than the total amount you paid.

CLASS COUNSEL WILL NOTIFY YOU WHEN A PLAN OF DISTRIBUTION HAS BEEN APPROVED BY THE SOUTH CAROLINA COURT AND THE STEPS YOU MUST TAKE IN ORDER TO SHARE IN THE PROCEEDS OF THE SETTLEMENT.

THE SETTLEMENT HEARING

At the Settlement Hearing, the Court will consider whether the Settlement Agreement should be approved as fair, adequate, and reasonable to the Settlement Class and the claims of the Settlement Class dismissed with prejudice as to the Debtor Defendants. Any member of the Settlement Class who has not requested to be excluded from the Settlement Class is entitled to appear and be heard at the Settlement Hearing, in person or through duly authorized attorneys, and to show cause why the settlement should not be approved as fair, reasonable, and adequate; *provided, however*, that no such person shall be heard in opposition to any of the foregoing, and no paper or brief submitted by such person shall be received or considered by the Court unless, on or before **March 20, 2009**, such person files a notice of intention to appear, and a statement of the position to be asserted, and the grounds therefore, together with copies of any supporting papers or brief with the Clerk of Court, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004, with proof of service upon the Co-Lead Class Counsel and counsel to the Debtor Defendants identified below:

