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JUN 19 2002 *pl*

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS
EAST ST LOUIS OFFICE

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

CLAUDINE WILFONG, et al.,)
)
 Plaintiffs,)
)
 and)
)
 EQUAL EMPLOYMENT)
 OPPORTUNITY COMMISSION,)
)
 Plaintiff-Intervenor,)
)
 v.)
)
 RENT-A-CENTER, INC.,)
)
 Defendant.)

Cause No. 00-680-DRH

**ORDER PRELIMINARILY APPROVING STIPULATION OF SETTLEMENT, CONSENT
DECREE, AND FORM, ADEQUACY, AND MANNER OF NOTICE, DIRECTING NOTICE
TO THE SETTLEMENT CLASS. AND SETTING A HEARING ON THE SETTLEMENT
AND CERTAIN APPLICATIONS FOR ATTORNEYS' FEES, AWARDS, AND COSTS**

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CONSENT DECREE, AND FORM, ADEQUACY, AND MANNER OF NOTICE,
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A HEARING ON THE SETTLEMENT AND CERTAIN APPLICATIONS FOR
ATTORNEYS' FEES, AWARDS, AND COSTS**

Plaintiffs, Plaintiff-Intervenor, and Defendant have entered into Stipulation of Settlement, and proposed Consent Decree dated June 10, 2002. The Court has reviewed and considered the terms of the Stipulation of Settlement and Consent Decree, and presentation by counsel of the reasons underlying the settlement contemplated thereby. The Court determines, preliminarily, without prejudice to the rights of Class Members to object to the settlement, the following: that all the requirements of Rule 23(a), Rule 23(b)(2), and Rule 23(b)(3) of the Federal Rules of Civil Procedure have been satisfied with respect to the maintenance of this action as a Class Action solely for the purpose of considering and acting on the settlement; that the terms of the Stipulation of Settlement and Consent Decree are fair, adequate and reasonable and that they have been negotiated at arms' length and without collusion; that the form, content and method of the Notices by mail and the Summary Notice by publication will adequately inform absent Class Members of their rights; and, that such Notices constitute the best practicable notice under the circumstances and comport with due process.

IT IS HEREBY ORDERED:

1. **Class Certification.** By Orders dated December 27, 2001 ^{6 June 12, 2002,} 2002, this action was certified as a Class Action under subparagraphs (a), (b)(2) and (b)(3) of Rule 23 of the Federal Rules of Civil Procedure. This action shall be maintained as a Class Action on behalf of the following Class of Plaintiffs:

All women who have been employed by Rent-A-Center, Inc., Thorn Americas, Inc., or Renters Choice, Inc. ("RAC Companies") at any time between April 19, 1998 and the date of this Order, as

well as any women who have made application for employment or have been deterred from making application for employment with any of those corporate entities during the same period, and who have been or are being or may in the future be adversely affected by a continuing policy of discrimination with regard to hiring, promotion, demotion, termination, hostile work environment, and terms and condition of employment because of their sex.

2. **Class Representatives.** The Court has approved the following individuals as Class Representatives in this case: Claudine Wilfong, Lisa Adams, Terry Blackburn, Lisa Chenelle, Toni Cohen, Marsha Cromwell, DeEllen Dickerson, Veronica Droptmore, Kim Hammer, Mary Johnson, Kathleen Liphart, Teia Malone, Karen Dueker Meyer, Dawn Pemberton, Hermanette Portis, Amy Pratt, Linda Sheattler, Michele Smith, Melanie Watson, Linda Wigger, Robin Yeubanks, Diana Albrecht, Deborah Hester, Anicesha Jones, Mila King, Melody Luce, and Dora Nelson.

3. **Class Counsel.** The Court has approved the following attorneys and Law Firms as Counsel to represent the Class in this action:

SCHLICHTER, BOGARD & DENTON

Jerome J. Schlichter
100 S. 4th Street
Suite 900
St. Louis, Missouri 63102
(314) 621-6115
(314) 621-7151 (Fax)

SEDEY & RAY, P.C.

Mary Anne Sedey
Jon A. Ray
3030 S. Grand Boulevard
Suite 200
St. Louis, Missouri 63118
(314) 773-3566
(314) 773-3615 (Fax)

4. **Proposed Settlement.** The proposed settlement between the Plaintiff Class and the Defendant appears, upon preliminary review, to be within the range of reasonableness and accordingly shall be submitted to the Class Members for their consideration and for a hearing under FED. R. CIV. P. 23(e).

5. **Hearing.** A hearing shall be held on October 4, 2002, at 9:00 a.m. to determine the lawfulness, reasonableness, adequacy and fairness of the settlement, whether the settlement should be finally approved, whether the Consent Decree should be entered, whether an Order and Judgment granting Final Judicial Approval should be entered thereon, whether Class Members should be bound by the Releases set forth in the Stipulation of Settlement, and whether Class Members should be barred from filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any monetary benefits from, any lawsuit, administrative or regulatory proceeding in any jurisdiction based on, or relating to, the Claims as defined in the Stipulation of Settlement. At that time or as soon thereafter as practicable, the Court will also consider and rule upon all objections, if any, to the proposed settlement, any pending disputes as to settlement allocations, and any pending Applications for award of Attorneys fees and for reimbursement of costs, all subject to the following:

- (a) Class Member Claim Forms and Releases must be received by the Settlement Administrator no later than September 9, 2002 [approximately eighty (80) days from the date of this Order].
- (b) Objections by Class Members (persons who do not timely exclude themselves from the Class) to the proposed Settlement and any disputes as to employment duration for allocation purposes will be considered only if submitted in writing and received by all Counsel of Record, and the Clerk of the District Court at 750 Missouri Avenue, E. St. Louis, I. 62201, on or before August 30, 2002 [ten (10) days before Claim Forms are due];

- (c) At the hearing, Class Members (persons who do not timely exclude themselves from the Class) may be heard orally in support of or in opposition to the proposed settlement and/or any Application for Attorneys' Fees and/or reimbursement of expenses, provided such persons submit a written notification of the desire to appear personally, indicating briefly the nature of the objection or the nature of the matter on which they otherwise wish to be heard, to all Counsel of Record, and the Clerk of the District Court at 750 MISSOURI AVENUE, E. ST. LOUIS, MO 63201, which is received on or before August 30, 2002;
- (d) Class Counsel and counsel for the Defendant shall file or otherwise provide to the Court copies of all written objections, summaries of opt-out notices, and other material pertinent to the subject-matter of the hearing on final approval of the Settlement in a timely fashion so as to enable the Court to give due consideration to such matters and the arguments pertaining thereto before and/or at the time of the hearing. Counsel for the Class and for the Defendant should be prepared at the hearing to respond to objections, if any, filed by Class Members and to provide other information, as appropriate, bearing on whether or not the proposed Settlement, Applications, and distribution of settlement proceeds should be approved.

6. **Notice.** The mailing and publication of Notice as provided herein constitute the best Notice practical under the circumstances to the Settlement Class; and such Notices comport with due process and are due and sufficient notice for all purposes to all persons entitled thereto.

7. **Settlement Administration and Notice.** Consistent with the Parties' Stipulation and Settlement Agreement, the Court hereby appoints Settlement Services, Inc. as Settlement Administrator for the purpose of carrying out the mandates of this Order and the Stipulation and Settlement Agreement applicable to the Settlement Administrator. Class Counsel and Defendant shall work to provide necessary assistance to the Settlement Administrator who in turn shall no later than July 12, 2002, [within twenty-one (21) days of entry of this Order] use reasonable efforts to cause to be mailed in the name of the Clerk by first class mail, postage prepaid, to certain identifiable Class Members a Notice in substantially the same form as Exhibit d to the Stipulation and Settlement Agreement. This Notice will be mailed to

Class Members who can be identified through an examination of Defendant's records consisting of the database and/or Verified List of employees heretofore provided to the Settlement Administrator by Defendant pursuant to the Stipulation of Settlement and proposed Consent Decree. The Notices shall be mailed in envelopes bearing the return address: "Settlement Services, Inc., 2032-D Thomasville Road, Tallahassee, Florida 32308," and stating "**PLEASE FORWARD.**" In addition, on or before July 12, 2002, [within twenty-one(21) days of entry of this Order] the Settlement Administrator and/or Class Counsel shall use best efforts to cause to be published a summary Notice in substantially the same form as Exhibit 3 to the Stipulation of Settlement. That summary Notice is to be published in the following periodicals: The National Enquire. On or before July 10, 2002, Class Counsel or the Settlement Administrator shall file with the Court an Affidavit that such Notice described herein has been effectuated.

Further, Class Counsel and/or the Settlement Administrator shall rent a post office box in the name of the Clerk of the District Court for the return of undeliverable notices, for the receipt of opt-out forms and written requests for review of employment duration, and for the receipt of written objections to the Settlement; and for other communications from the Class; and Class Counsel or the Settlement Administrator shall mail to Counsel for Defendant in a timely fashion copies of all Notices sent by the Settlement Administrator, all written objections, all written requests for review of employment duration, and all completed and returned opt-out forms.

8. **Exclusion.** That period of time commencing with the date of this Order and ending on August 30, 2002 [ten (10) days before Claim Forms are due] shall be the "Exclusion Period." All Class Members wishing to exclude themselves from the Settlement Class must do so in writing as ordered within the "Exclusion Period." Class Members may

exclude themselves from the Class by mailing or otherwise delivering the "Request for Exclusion from Class Action Settlement" form appended to the Mailed Notice or some other appropriate written indication that they request exclusion from the Class to the Settlement Administrator, Settlement Services, Inc., 2032-D Thomasville Road, Tallahassee, Florida 32308, received on or before August 30, 2002 [ten (10) days before Claim Forms are due]. Class Counsel shall retain Settlement Services, Inc. as Settlement Administrator who will arrange for the post office box and who will receive and tabulate requests for exclusion, which tabulation will be presented to defense counsel prior to the hearing on final approval of the Settlement and, in any event, no later than September 4, 2002. Class Members who exclude themselves from this Settlement shall not be allowed to object or otherwise participate in any further proceedings in this case.

9. **List of Class Members.** Class Counsel or the Settlement Administrator will file with the Clerk and provide to counsel for RAC by September 27, 2002, an Affidavit identifying the persons to whom Notice has been mailed and who have not timely requested exclusion. Class Counsel is authorized to respond to inquiries from Settlement Class members concerning the Settlement and the status of the case.

10. **Payment of Funds to Settlement Administrator.** Pursuant to the Stipulation of Settlement, Defendant is ORDERED to pay \$375,000 - Settlement Administration Costs Fund - to the Settlement Administrator within two (2) business days of the Entry of this Order. The Settlement Administrator is instructed to retain these Funds (with appropriate investments pursuant to the Stipulation of Settlement) until further Order of this Court, except that the Settlement Administrator may expend monies from the Settlement Administration Costs Fund to pay for the costs of Settlement Administration.

11. **Termination of Settlement.** This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if (i) the proposed Settlement is not finally approved by the Court, or does not become final, pursuant to the terms of the Settlement Agreement; or (ii) the proposed Settlement is terminated in accordance with the Settlement Agreement or does not become effective as required by the terms of the Settlement Agreement for any other reason. In such event, the proposed settlement and the Stipulation of Settlement and proposed Consent Decree shall become null and void and be of no further force and effect, and neither the Stipulation of Settlement, nor this Order, shall be used or referred to for any purpose whatsoever.

IT IS SO ORDERED.

Dated: June 19, 2002



HONORABLE DAVID R. HERNDON
UNITED STATES DISTRICT JUDGE

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