

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

MARGARET BUNCH, et al.	)	
Individually, and as	)	
Class Representatives	)	
Plaintiffs,	)	Case No. 00-0364-CV-W-3
	)	
vs.	)	
	)	
RENT-A-CENTER, INC.,	)	
Defendant.	)	

TRACY LEVINGS,	)	
Individually, and as	)	
Class Representatives	)	
Plaintiffs,	)	Case No. 00-0596-CV-W-3
	)	
vs.	)	
	)	
RENT-A-CENTER, INC.,	)	
Defendant.	)	

ORDER PRELIMINARILY APPROVING STIPULATION
OF SETTLEMENT, SETTLEMENT, AND FORM, ADEQUACY AND MANNER OF
NOTICE, CONDITIONALLY CERTIFYING A SETTLEMENT CLASS, DIRECTING
NOTICE TO THE SETTLEMENT CLASS AND SETTING
A HEARING ON THE SETTLEMENT AND CERTAIN APPLICATIONS
FOR ATTORNEY'S FEES, AWARDS, AND COSTS

The Plaintiffs and Defendant have entered into Stipulation and Settlement Agreement ("Settlement Agreement") dated October 31, 2001. The Court has reviewed and considered the terms of the Settlement Agreement and presentation by counsel of the reasons underlying the Settlement contemplated thereby, and the appropriateness of conditional certification of the Settlement Class. The Court determines, preliminarily, without prejudice to the rights of Settlement 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 conditional 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 and Settlement Agreement are fair, adequate and reasonable and that they have been negotiated at arms' length and without collusion; that certification of a Settlement Class, conditioned upon final approval of the Settlement Agreement, is appropriate; that the form, content and method of the Notices by mail and the Summary Notice by publication will adequately inform absent Settlement 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.** This action is certified as a Class Action on behalf of the Settlement Class, as defined in the Settlement Agreement, under subparagraphs (a), (b)(2) and (b)(3) of Rule 23 of the Federal Rules of Civil Procedure solely for the purpose of considering and acting on the proposed Settlement. For Settlement purposes, this action shall be maintained as a Class Action on behalf of the following Class of Plaintiffs:

All females who worked at, applied for work, and/or who attempted to apply but were affirmatively discouraged by the Defendant from applying for work at any Rent-A-Center, Rent-A-Center, Inc., or Renters Choice, Inc. store in the United States or any of its territories, at any time between April 19, 1998 and October 1, 2001 (the "Class Period"), except that the Class does not include any female employed as a Market Manager and/or Regional Director nor any female who previously entered into a written settlement

agreement with Rent-A-Center, Rent-A-Center, Inc., or Renters Choice, Inc. which releases claims of gender discrimination. ("Class Members")

2. **Class Representatives.** The Court approves for settlement purposes the following individuals as Class Representatives in this case: Margaret Bunch, Tracy Levings, Christy Johnson, Ruby Smith, Stephanie Robinson, Angela Byrd, Claudetta Davis Burns, Kimberly Hall, Sheree Watson, April Anderson, Retta Stevenson, and Nicole Brown.

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

WHITE, ALLINDER & GRAHAM, L.L.C.

Steven White
Gene Graham
Mary Beth Compton
Hidden Creek Building
14801 E. 42nd Street
Independence, Missouri 64055

KLAMANN & HUBBARD, P.A.

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THE POPHAM LAW FIRM, P.C.

Dennis Egan
Bert S. Braud
323 W. 8th Street
Suite 200
Kansas City, MO 64106

Telephone: (816) 221-2288
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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 Wednesday, March 6 at 9:00 a.m. to determine the lawfulness, reasonableness, adequacy and fairness of the Settlement, whether the Settlement should be finally approved, whether an Order and Judgment granting Final Judicial Approval should be entered thereon, and whether Class Members should be bound by the Release set forth in the Settlement Agreement. 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, and any objections thereto, all subject to the following:

- (a) 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 mailed to the Clerk of the District Court at a post office box address to be established by the Settlement Administrator and postmarked on or before January 25, 2001.
- (b) At the hearing, Class Members (persons who do not timely opt out and 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, or disputes as to employment duration, provided such persons mail to the Clerk of the District Court at a post office box address to be established by the administrator and postmarked on or before January 25, 2001, 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;

- (c) 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 Rust Consulting, 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 December 10, 2001 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 C 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 Class Counsel by Defendant pursuant to the Stipulation and Settlement Agreement. The Notices shall be mailed in envelopes bearing the return address: "Clerk for the United States District Court for the Western District", indicating a post office box address to be established by the administrator, and stating "PLEASE FORWARD." In addition, on or before December 28, 2001, 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 D to the Stipulation and Settlement Agreement. That summary Notice is to be published in the USA Today newspaper. On or before January 11, 2001, 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 exemplar 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 January 25, 2001 shall be the "Opt-Out Period." All Class Members wishing to opt out of the Settlement Class must do so in writing as ordered within the "Opt-Out Period." Class Members may exclude themselves from the Class by mailing 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 Clerk of the District Court at a post office box address to be established by the administrator and postmarked on or before January 25, 2001. Class Counsel shall retain Rust Consulting, 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.

9. **List of Class Members.** Class Counsel or the Settlement Administrator will file with the Clerk and provide to counsel for RAC by February 15, 2001, 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 and Settlement Agreement, Defendant is Ordered to pay \$500,000 - Settlement Administration Costs Fund - to the Settlement Administrator within two days of the Entry of this Order. The Settlement Administrator is instructed to retain these Funds (with appropriate investments pursuant to the Stipulation and Settlement Agreement) 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 Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor this Order, shall be used or referred to for any purpose whatsoever.

IT IS SO ORDERED.

DATE: November 29, 2001

/s/ Ortrie D. Smith
ORTRIE D. SMITH, JUDGE
UNITED STATES DISTRICT COURT