

**MARGARET BUNCH,
TRACY LEVINGS,
STEPHANIE ROBINSON,
RUBY P. SMITH,
CHRISTY JOHNSON,
CLAUDETTA DAVIS BARNES,
ANGELA BYRD,
KIMBERLY HALL,
RETTA STEVENSON,
SHEREE WATSON,
APRIL ANDERSON, and
NICOLE BROWN,**

**On behalf of themselves and
all others similarly situated,**

Plaintiffs,

RENT-A-CENTER, INC.,
Defendant.















Case 4:00-cv-00364-ODS Document 188 Filed 07/15/02 Page 1 of 5

(2) The Court granted preliminary approval to the aforesaid Settlement by its Order entered on or about November 9, 2001 wherein it also established a Notice and opt-out period, and set a March 6, 2002 date for a Hearing on Final Approval of the Settlement;

(3) Following the announcement by the interested parties herein on March 5, 2002 that another settlement had been entered into by RAC, the Equal Employment Opportunity Commission ("EEOC"), and Class Counsel in *Wilfong, et al. v. Rent-A-Center, Inc.*, Case No. 00-680-DRH, pending in the United States District Court for the Southern District of Illinois (hereinafter "*Wilfong*"), which was intended to supersede the Settlement herein, this Court, by its Order dated March 5, 2002, continued the Hearing on Final Approval of the Settlement and stayed further action in this matter pending the filing of Status Reports relating to the proposed final negotiation of a global class action settlement in the *Wilfong* case;

(4) The interested parties herein have appeared before this Court and presented the proposed terms and conditions of the Stipulation of Settlement, Consent Decree, proposed Notice, and Claim Forms (hereinafter "*Wilfong* Settlement Documents"), each of which RAC, the EEOC, and Class Counsel in *Wilfong* have now filed in the United States District Court for the Southern District of Illinois in connection with the proposed global settlement of all class action claims against RAC for alleged gender-based employment discrimination;

(5) This Court makes no finding as to whether either the Settlement set forth in the Stipulation and Settlement Agreement filed herein or the Settlement described in the Stipulation of Settlement filed in *Wilfong* was, or is reasonable, fair, and adequate, but the Court does find that RAC, Class Counsel herein, and Class Counsel in *Wilfong* have stipulated and agreed on the record of these proceedings that all Members of the Settlement Class preliminarily approved by this Court on November 9, 2001 are included in the definition of the Class in *Wilfong*, and are fully and completely eligible to partake in the benefits of the *Wilfong* settlement as proposed in

the *Wilfong* Settlement Documents, so long as such individuals complete, sign, and timely submit the appropriate claim forms and releases;

(6) This Court further finds that with the entry and effectuation of payment pursuant to the Agreement attached as Amended Exhibit A to the Joint Status Report (“Exhibit A”), the filing, final approval, and implementation of the *Wilfong* Settlement Documents, and the payment of attorneys' fees and expenses as directed below, the parties are in substantial compliance with the representations and promises made to this Court on March 5, 2002;

(7) This Court further finds that the Agreement embodied in Exhibit A is intended to aid in the fulfillment of those representations and promises made to the Court on March 5, 2002, and the Court approves Class Counsel's entry into said Agreement and construes said Agreement as binding upon RAC for the benefit of the ADR and Applicant claimants in the *Bunch/Levings* Class Action Settlement;

(8) This Court further finds that the Supplemental ADR/Applicant Settlement Process attached as Exhibit B to the Joint Status Report (“Exhibit B”) is fair and reasonable, and that said Supplemental ADR/Applicant Settlement Process is in furtherance of the promises made to this Court on March 5, 2002, and is therefore approved;

(9) This Court further finds that the proposed letter communication to *Bunch/Levings* putative class members contained attached as Exhibit C (“Exhibit C”) to the Joint Status Report is fair and adequate Notice of the conditional dismissal without prejudice of these proceedings;

(10) This Court further finds that Plaintiffs' Counsel, previously approved by this Court as Settlement Class Counsel, have performed proper and appropriate services in aid of the Class claims herein, and that their services, as shown in the Application for Approval of Attorneys' Fees and Expenses previously filed herein on or about April 10, 2002, were reasonable, necessary, and beneficial to the conduct and settlement of this litigation. This Court

further finds that the expenses incurred by Plaintiffs' Counsel/Settlement Class Counsel herein were reasonable and necessary to the advancement of the litigation and settlement of this class action case. Further, this Court finds that once the *Wilfong* Settlement is final and effective, Plaintiffs' Counsel/Settlement Class Counsel should be paid their attorneys' fees and reimbursed for their expenses in the total amount of TWO MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$2,625,000.00), plus any monies remaining in the *Bunch/Levings* Settlement Administration Fund once all expenses related thereto have been paid, according to the agreement of RAC made in this Court on March 5, 2002, and/or subsequently thereto.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

(1) The Agreement between Class Counsel herein and RAC, as embodied in Exhibit A is approved, and the Parties thereto are ordered to comply with said Agreement, including the payment of the sum of TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00), which RAC is ordered to tender to the *Bunch/Levings* Settlement Administrator pursuant to the terms of said Agreement;

(2) Class Counsel are ordered to take such actions as are necessary to implement the procedures set forth in Exhibit B, and thereafter to implement said procedures in accord with the terms of Exhibit B, subject to further order of this Court which, by the joint stipulation of the parties, shall have continuing jurisdiction over the subject matter, implementation, operation, administration, and enforcement of Exhibits A and B;

(3) Class Counsel and the *Bunch/Levings* Settlement Administrator (Rust Consultants, Inc.) are hereby ordered to establish, implement, administer, and account to this Court for the Supplemental ADR/Applicant Fund into which the proceeds to be paid pursuant to Exhibit A are to be deposited by the Settlement Administrator, and from which the Supplemental

ADR/Applicant Fund is to be funded, implemented, and paid to Claimants, as set forth in Exhibit B (with up to \$150,000 of the cost of administration being paid out of fund proceeds, and with any costs of administration above the cap of \$150,000 being paid from the B/L SA Fund);

(4) Upon certification by the parties that the proceeds described in Exhibit A have been paid by RAC, this case shall remain stayed pending the settlement administration and approval process in *Wilfong*;

(5) The letter communication set forth in Exhibit C is to be sent within twenty (20) days of the date of this Order, by First Class U.S. Mail, separately or as a part of other Court-approved Notice(s), to the last known address (appearing in the *Bunch/Levings* Settlement Administrator's records and files) of each member of the *Bunch/Levings* Settlement Class who did not opt-out of the *Bunch/Levings* Class Action Settlement; and

(6) The Application for Approval of Attorneys' Fees and Expenses is approved, and RAC is ordered to pay the sum of TWO MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$2,625,000.00), to the Trust Account of WHITE, ALLINDER & GRAHAM, all within three (3) business days of the Effective Date of the *Wilfong* Settlement (the later of (i) the date any and all appeals of the Final Order Approving the *Wilfong* Settlement are denied, or (ii) the date on which any and all appeals of such Final Order are time barred). Further, and in addition to the aforesaid \$2,650,000, any monies remaining in the *Bunch/Levings* Settlement Administration Fund on the Effective Date of the *Wilfong* Settlement are to be released from said *Bunch/Levings* Settlement Administration Fund and paid as attorneys' fees and expense reimbursement to the Trust Account of WHITE, ALLINDER & GRAHAM, within three (3) business days of such Effective Date.

IT IS SO ORDERED.

DATE: July 15, 2002

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