

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

FILED

OCT - 4 2002

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

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

Cause No. 00-680-DRH

**ORDER AND JUDGMENT OF FINAL APPROVAL
PURSUANT TO RULE 54(b)**

The Court, after notice to the Class, having held a hearing on October 4, 2002, at 9:00 a.m. for the purpose of determining, among other things:

(a) whether the Stipulation of Settlement dated June 10, 2002 ("Stipulation") and the settlement described therein ("Settlement") are fair, reasonable, and adequate and should be approved by the Court;

(b) whether final judgment should be entered approving the settlement as fair, reasonable and in the interests of justice, and discharging the Defendant from the Released Claims (as defined in the Stipulation);

(c) whether the documents and reports required to be prepared and/or produced pursuant to the Consent Decree should be afforded the confidential treatment the parties agreed in the stipulation;

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(d) whether the Consent Decree proposed by the parties is equitable, furthers the goals of Title VII, and reasonably insures that Defendant will take steps to provide equal employment opportunities for women; and

(e) whether Class Members who have not been excluded from the Class should be deemed to have fully, finally, and irrevocably released, waived and compromised all Released Claims and should be barred from filing, commencing, prosecuting, maintaining, intervening in, participating in (as a Class Member or otherwise) or receiving any benefits from any other lawsuit in any jurisdiction based on the claims and causes of action in the Complaints in the Wilfong Lawsuit and the Tennessee Case and/or the Released Claims; and from organizing Class Members, soliciting the participation of Class Members, or pursuing certification of a separate class that includes a substantial percentage of Class Members in a purported class action lawsuit (including by seeking to amend a pending Complaint to include class allegations or seeking class certification in a pending action) based on or relating to the claims, causes of action, facts or circumstances relating thereto, in the Complaints in the Wilfong Lawsuit and the Tennessee Case and/or the Released Claims.

The Court having heard all persons appearing and requesting to be heard, and having considered the papers submitted with regard to the Settlement; and

The Court, having found that there were no objections properly and timely filed in opposition to the Settlement or otherwise eligible for consideration; and

The Court, having found that the terms of the Stipulation and Settlement Agreement are lawful, fair, just, reasonable and adequate, and that the Settlement was reached after good faith, arm's length negotiations and in the absence of collusion, and considering the economic benefits of the Settlement to the Class (as such term is defined in the Stipulation), the possibility of

Plaintiffs' success in obtaining relief prayed for as compared to the economic benefits of the Settlement, the relative strength of the claims, the cost and uncertainty of further litigation and the likelihood of collection of any damages, and finding that the mailing and publishing of notice to the Class as set forth in the Settlement Administrator's Affidavit of Notice was the best notice practicable to the Class under the circumstances of this action and constituted due and sufficient notice to all persons entitled thereto, and finding that there is no just reason for delay, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Settlement is hereby approved as lawful, fair, just, reasonable and adequate.
2. The parties are hereby directed to consummate the Settlement as provided by the Stipulation of Settlement and Consent Decree in accordance with this Order.
3. The Court adopts and approves the allocation and distribution plans contained in the Stipulation of Settlement and Consent Decree.
4. The Settlement Administrator shall be Settlement Services, Inc., which is directed to make allocations and payments in accordance with the allocation and distribution plans in the Consent Decree attached to the Stipulation and preliminarily approved by this Court. Within three business days of the Effective Date of the Settlement, the Settlement Administrator is directed to pay, from the Settlement Fund, Class Counsel's attorney fees in the amount of \$10,500,000.00, and to reimburse Class Counsel's expenses in the amount of \$767,777.58. Defendant shall continue funding the expenses of administration of this Settlement up to the amount of \$375,000, a sum which it has previously deposited with the Settlement Administrator.
5. The Settlement Administrator shall provide an accounting of all distributions and all expenses of settlement administration on or before December 1, 2003.

6. Defendant, upon making the Settlement Payment, is hereby discharged from claims by Class Members as follows:

- (a) with respect to the Class Representatives and Named Charging Parties as against the Released Parties as these terms are defined in the Stipulation, all claims asserted in the Complaints filed in the Wilfong Lawsuit and all claims of sex discrimination under Title VII that could have been made in the Wilfong Lawsuit, together with all other employment-related claims against any of the RAC Companies, excluding workers' compensation claims pending as of March 1, 2002, whether or not such claims being released are now known or unknown, but including all rights and benefits under Section 1542 of the California Civil Code, and any successor federal or state law protections to the fullest extent possible or by any other law of any state or territory of the United States, or by any principle of common law, that is similar, comparable, or equivalent to Section 1542 of the California Code;
- (b) with respect to the Settlement Class Members as against the Released Parties as these terms are defined in the Stipulation, all claims asserted in the Complaints filed in the Wilfong Lawsuit and all claims of sex discrimination under Title VII that could have been made in the Wilfong Lawsuit, as well as all claims of unlawful hiring, promotion, demotion, working conditions, harassment or termination for which a remedy is available under the Consent Decree, whether or not such claims being released are now known or unknown, including all rights and benefits under Section 1542 of the California Civil Code, and any successor federal or state law protections to the fullest extent possible or by any other law of any state or territory of the United States, or by any principle of common law, that is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

7. The Consent Decree proposed by the parties is approved and shall be executed contemporaneous with this Final Order.

8. The Clerk of Court is hereby directed to enter judgment pursuant to Rule 54(b) and 58 of the Federal Rules of Civil Procedure.

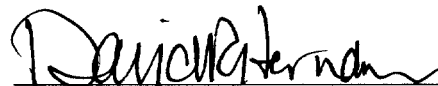
9. This action is dismissed with prejudice and with no court findings of discrimination, or any other violations of federal or state laws, on RAC's transfer, pursuant to Section 9 of the Stipulation of Settlement and Section VII A of the proposed Consent Decree, of the funds that constitute the Settlement Payment, provided that this District Court is to retain

jurisdiction of the Wilfong Lawsuit for purposes of the enforcement and administration of the Consent Decree as described therein.

10. All information, reports, and documents required to be produced pursuant to the Consent Decree entered in this case shall be kept confidential and not disclosed in any manner or form to anyone other than the parties to the Stipulation unless authorized by order of this Court. Any consultant hired pursuant to the Consent Decree shall be subject to the foregoing restrictions.

11. All Class Members who have not been timely excluded from the Class are hereby barred from filing, commencing, prosecuting, maintaining, intervening in, participating in (as class members or otherwise) or receiving any benefits from any other lawsuit, administrative or regulatory proceeding or order in any jurisdiction based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Action and/or the Released Claims; and all persons are hereby barred from organizing Class Members, soliciting the participation of Class Members, or pursuing certification of a separate class which includes a substantial percentage of the Class Members in a purported class action lawsuit (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on or relating to the claims, causes, facts or circumstances relating thereto, in this Lawsuit and/or the Released Claims.

IT IS SO ORDERED.



DAVID R. HERNDON
UNITED STATES DISTRICT JUDGE

APPROVED BY:

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**ATTORNEYS FOR PLAINTIFFS
AND ALL OTHER CLASS MEMBERS
SIMILARLY SITUATED**

APPROVED BY:

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