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I. INTRODUCTION

On August 30, 2000, nineteen Named Plaintiffs, Claudine Wilfong, Lisa Adams, Terri Blackburn, Lisa Chenelle, Toni Cohen, Marsha Cromwell, DeEllen Dickerson, Veronica Droptmore, Kim Hammer, Mary Johnson, Karen Dueker Meyer, Dawn Pemberton, Hermanette Portis, Amy Pratt, Linda Sheattler, Michele Smith, Melanie Watson, Linda Wigger and Robin Yeubanks initiated this action by filing their Complaint against Rent-A-Center, Inc. ("RAC"). On October 10, 2000, Wilfong et al. filed their Amended Class Action Complaint adding Kathleen Liphart and Teia Malone as Named Plaintiffs. On March 12, 2001, the U.S. Equal Employment Opportunity Commission moved to intervene in the case and filed its Complaint in Intervention. The EEOC was permitted to intervene on May 14, 2001. On August 16, 2001, Wilfong et al. filed their Second Amended Class Action Complaint adding Named Plaintiffs Diana Albrecht, Deborah Hester, Anicesha Jones, Mila King, Melody Luce, and Dora Nelson. Together these Complaints alleged that RAC violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e et seq. ("Title VII"), by discriminating against female employees and applicants for employment in hiring, promotion, discharge, constructive discharge, harassment, and in a range of terms and conditions of employment since April 19, 1998.

In a separate proceeding in the United States District Court for the Western District of Tennessee, EEOC v. Rent-A-Center, Inc., C/A # 99-2427-GV ("Tennessee Case"), the EEOC filed its Complaint against RAC on May 19, 1999, alleging that RAC failed to hire women into and discharged women from positions as account managers and inside/outside managers in its stores in Tennessee and Arkansas.

RAC has answered these Complaints, denying the allegations contained in them. On

December 27, 2001, this Court certified Wilfong et al. as a class action and amended the Class definition.

In the interest of resolving these matters, and as a result of having engaged in comprehensive arms-length settlement negotiations, the Parties agree that these actions should be finally resolved by entry of this Consent Decree. This Decree shall not constitute an adjudication or finding on the merits of the case, and shall not be used as evidence of liability in any other legal proceeding against RAC.

This Decree is final and binding upon the Parties, their successors and assigns.

This Decree releases claims as set forth in Section XII.

II. FINDINGS

The Court, having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings and the record in this case, finds as follows:

1. This Court has jurisdiction over the subject matter of this action and over the Parties for purposes of entering and enforcing this Decree.
2. The terms of this Decree are adequate, fair, reasonable, equitable and just.
3. This Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person. The final approval of this Decree will further the objectives of Title VII and will be in the best interests of the Parties, the Class, those for whom EEOC seeks relief, and the public.

III. GOALS AND PURPOSES

The Parties enter into this Consent Decree for the following purposes:

First, to resolve all claims asserted in Wilfong et al. and the Tennessee Case;

Second, to ensure that female employees of RAC and female applicants for employment at RAC are fairly compensated for release of their claims in the referenced suits;

Third, to ensure that effective mechanisms are in place at RAC to provide equal employment opportunity and non-discrimination for female job applicants and employees of RAC.

IV. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of Wilfong et al. The Complaints assert claims that, if proven, would authorize the Court to grant the monetary and equitable relief set forth in this Decree. Venue is proper in this district. This Court shall retain jurisdiction of this action during the duration of this Decree for the purpose of entering all orders, judgments and decrees that may be necessary to implement the relief provided herein. The procedures described below are not intended to diminish this Court's inherent power to enforce any provision of this Decree.

V. EFFECTIVE DATE AND DURATION OF DECREE

The provisions of this Decree and the agreements contained herein shall remain in effect for four (4) years from the Effective Date of this Decree. "Effective Date" means the latest of:

(i) if an appeal is filed, (a) the date of final affirmance on an appeal of a judgment approving this Decree, ("Judgment"), the expiration of the time for a petition for or a denial of a writ of certiorari to review a Judgment and, if certiorari is granted, the date of final affirmance of a Judgment following review pursuant to that grant, or (b) the date of final dismissal of any appeal from a Judgment or the final dismissal of any proceeding on certiorari to review a Judgment; or (ii) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from a Judgment, e.g., the first court date sixty (60) days after entry of a Judgment.

In the fourth year of the term of the Consent Decree, Class Counsel, on behalf of the Class, or EEOC may seek to extend the Consent Decree for an additional one (1) year upon motion and good cause shown, provided, however, that Individual Plaintiffs shall not be entitled to seek an extension of the Consent Decree. To demonstrate good cause to extend the term of the Consent Decree, Class Counsel or EEOC must demonstrate that RAC has substantially violated the Consent Decree (as opposed to isolated incidents of demonstrated non-compliance), and that such violations are unremedied.

VI. SCOPE OF DECREE

This Decree is intended to provide relief for the Class, which is defined to consist of all women who have been employed by Rent-A-Center, Inc., Thorn Americas, Inc., or Renters Choice, Inc. (the “RAC Companies”), at any time between April 19, 1998 and the Preliminary Approval Date, as well as any women who have made application for employment or been deterred from making application for employment with any of the RAC Companies during the same period, and who have been, are being or may in the future be adversely affected by a continuing alleged policy of discrimination with regard to hiring, promotion, demotion, termination, sexual harassment, hostile work environment and terms and conditions of employment because of their sex, but excluding women who fall within the above definition of Class, but who signed releases of claims of employment discrimination against any of the RAC Companies, unless such release expressly authorizes participation in this Settlement.

VII. MONETARY PAYMENT, CLAIMS PROCESS AND DISTRIBUTION OF SETTLEMENT FUND

A. Monetary Payment

RAC shall pay the gross sum of FORTY-SEVEN MILLION DOLLARS (\$47,000,000.00) (“Settlement Fund”) to be distributed in accordance with the provisions of this Decree.

Within one business day after entry of the Order finally approving the Stipulation of Settlement and Consent Decree, RAC shall provide evidence of available funds sufficient to satisfy its obligations pursuant to the Stipulation of Settlement and Consent Decree, in the amount of Forty-Seven Million Dollars (\$47,000,000.00) to Class Counsel and Counsel for the EEOC. Within two business days after the Effective Date of this Decree, RAC shall transfer Forty-Seven Million Dollars (\$47,000,000.00) into an account at a commercial bank designated by the Settlement Administrator and approved by Class Counsel and Counsel for the EEOC. Such account shall accrue interest at the customary rate for such commercial bank until all moneys have been paid out of that account, interest to inure to the benefit of the Settlement Fund. Thereafter, the Settlement Administrator shall draw upon these funds only as provided below. RAC shall have no ownership interest in the Settlement Fund after the transfer date. Only withdrawals authorized by this Decree may be made from the account.

B. Process For Allocating Monetary Relief and Distributing the Settlement Fund

1. Participation in Settlement

All Class Members who are located using best practicable notice will be eligible to receive a payment from the Settlement Fund. Those Class Members who are sent a Notice (or a re-mailed Notice) that is not returned as undeliverable, and who do not timely return the Claim Form and Release or properly request exclusion will be mailed a one (1) time payment in the gross amount of One Hundred Fifty Dollars and No Cents (\$150.00). All Class Members who wish to receive a distribution

from the Settlement Fund under Section VII B 3 below must complete and return a Claim Form and Release (in the form of Exhibits 4 or 5 attached to this Decree) to the Settlement Administrator, received not later than the date specified by the Court in its Order preliminarily approving this Decree. Class Members whose Claim Forms and Release (Exhibits 4 and 5) are not received by the Settlement Administrator within this time period, and who do not properly request exclusion using Exhibit 6, will not be entitled to receive any monetary relief under Section VII B 3 of this Decree, but will be allowed to receive a one-time payment of One Hundred Fifty Dollars and No Cents (\$150.00). All Class Members who do not properly request exclusion shall be barred and precluded 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 actions, or the facts and circumstances relating thereto, in this action and/or the Released Claims.

2. Determination of Eligible Claimant or Base Relief Recipient Status

This Court determines that an Eligible Claimant is any woman who meets the definition of an Eligible Claimant in subpart (a) below. The Settlement Fund shall be used solely to make payments to Base Relief Recipients, to women whom the EEOC determines to be Eligible Claimants, and to pay attorneys' fees and costs. Payments shall be made in amounts that the EEOC deems fair, objective and reasonable under the terms of this Decree, subject to a review by the Settlement Administrator, as provided below.

Not later than fifteen (15) days after this Decree is given final approval by the Court, the EEOC shall make its determination as to (i) the eligibility of each claimant to participate in the Settlement, and

(ii) the monetary relief to which each Eligible Claimant is entitled.

The EEOC is the sole determiner of eligibility for relief under the terms of this Decree.

(a) Definition of an "Eligible Claimant"

"Eligible Claimants" are only those Class Members who satisfy ALL of the following criteria:

(1) the Class Member was either: (a) employed by any of the RAC Companies at any time between April 19, 1998 and the date of Preliminary Approval of this Decree; or (b) applied or attempted to apply for employment at any of the RAC Companies at any time between April 19, 1998 and the date of Preliminary Approval of this Decree; AND

(2) the Settlement Administrator received from such Class Member, not later than the date specified by the Court in its Order preliminarily approving this Decree, in accordance with the procedures set forth in this Decree, a Claim Form and Release in the form of Exhibits 4 and 5 attached to this Decree; AND

(3) the Settlement Administrator received: (i) with respect to current and former employees, a written and signed statement made by the Class Member, in the Claim Form, under penalty of perjury verifying that the Class Member believes herself to have been discriminated against by any of the RAC Companies on the basis of sex in connection with her employment during the time period between April 19, 1998 and the date of Preliminary Approval of this Decree, and providing such additional information as may be requested by the Settlement Administrator or the EEOC in connection with the claim; or (ii) with respect to applicants or deterred applicants, a written and signed statement made by the Class Member, in the Claim Form, under penalty of perjury, verifying that the Class Member applied or was deterred from applying at any of the RAC Companies and was not hired; AND

(4) the Class Member has not previously executed a release of her claims of sex discrimination in employment in favor of any of the RAC Companies unless such release specifically provides for recovery under this Consent Decree.

RAC will not participate in, seek to influence or object to eligibility determinations.

(b) Base Relief Recipients

"Base Relief Recipients" are those Class Members who are or were employed by any of the RAC Companies at any time between April 19, 1998 and the date of Preliminary Approval, and who are located using best practicable notice, but who do not timely submit a Claim Form and Release in the form of Exhibits 4 or 5 attached to this Decree, or a Request for Exclusion.

(c) Exclusions from Eligibility

Women who signed releases of sex discrimination claims in favor of any of the RAC Companies in exchange for monetary and/or other relief, unless such release specifically provides for recovery under this Consent Decree, are not Eligible Claimants.

3. Determination of the Amount of Awards

Once the EEOC has made a determination that a Class Member is eligible for monetary relief, it will make a determination of the amount of each Eligible Claimant's award as follows:

a. **Persons Named in Wilfong et al. and the Tennessee Case:** Each Class Representative in Wilfong et al. and each of the three Named Charging Parties, Herford, Ruby and Burse named in the Complaint in the Tennessee Case who has not requested exclusion pursuant to Section VII C, and to whom Section 3d below does not apply, shall be entitled to a monetary award of One Hundred Thousand Dollars (\$100,000). These awards are made because these individuals: (1)

with respect to the Wilfong Class Representatives, assumed the risks and potential liability related to being Class Representatives, including the potential liability for Defendant's taxable costs had Defendant litigated the action to a favorable judgment and; (2) expended time and effort related to these actions by, for example, preparing and filing charges of discrimination, responding to voluminous discovery requests propounded by Defendant, preparing for deposition, submitting to deposition by Defendant, attending meetings with Class Counsel and Counsel for the EEOC, providing assistance to Class Counsel and Counsel for the EEOC in prosecution of the action, and traveling in connection with prosecuting the matter and; (3) will release fully any and all employment claims they may have against RAC through the date of Preliminary Approval of this Decree, in accordance with Section XII, and; (4) who are not presently employed by RAC give up rights to place their names on Job Offer Lists described below in Section VIII E. This award is in lieu of an award pursuant to Sections 3c, 3d, 3e and 3h below.

b. **Persons Named in Bunch:** Each named Plaintiff in Bunch et al. v. Rent-A-Center, Inc., Civil Action No. 00-0364-CV-W-3 (W.D. Mo.) who has not requested exclusion pursuant to Section VII C, shall be entitled to a monetary award of Fifty-Five Thousand Dollars (\$55,000). These awards are made because these women: (1) assumed the risks and potential liability related to being Named Plaintiffs in the Bunch litigation, including the potential liability for Defendant's taxable costs had Defendant litigated the action to a favorable judgment; and (2) expended time and effort related to these actions by, for example, preparing and filing charges of discrimination, attending meetings with Bunch Class Counsel, or providing assistance to Bunch Class Counsel in prosecution of their action. This award is in lieu of any other award pursuant to Section 3c, 3d or 3e

and 3h below.

c. Persons Who Filed Charges, Provided Testimony or Substantive

Information: Each Eligible Claimant who advanced the litigation of sex discrimination claims against any of the RAC Companies by filing a charge of sex discrimination with the EEOC on or before March 5, 2002, preparing and signing a declaration for use in this litigation and/or providing documents or other substantive information about sex discrimination to Class Counsel or the EEOC for use in this litigation shall be entitled to a monetary award of Five Thousand Dollars (\$5,000.00), in addition to the award she is entitled to pursuant to Section 3e below.

d. Persons Who Rejected Settlement to Participate in Suit: Each

Eligible Claimant who filed a charge of sex discrimination against RAC, and to whom RAC made an offer in settlement of the claims set out in that charge, but who rejected that offer in order to participate in this litigation, all of which has been verified by Class Counsel, shall be entitled to a monetary award equal to two times the last settlement offer plus the amount under Section 3c if applicable. This award is in lieu of an award pursuant to Section 3a and 3b above and/or 3e, 3h and 3i below.

e. Distribution for Eligible Claimants with Post-Hiring Claims: All

Eligible Claimants who were employed by any of the RAC Companies during the period from April 19, 1998 to the date this Consent Decree is preliminarily approved by the Court, shall be entitled to a share of the Employee Settlement Pool. The Employee Settlement Pool shall be the Settlement Fund less the amounts to be allocated in accordance with Sections 3h and 3i below, and attorneys fees and costs and expenses awarded and accepted under Section XIII. Each Eligible claimant who does not receive an award under Section 3a, 3b, or 3d above, or 3h or 3i below, shall be entitled to share in the Point

Distribution Fund that consists of the balance of the Employee Settlement Pool after all payments are made under 3a, 3b, 3c, and 3d above and 3i below. Each Eligible Claimant's share of the Point Distribution Fund shall be based on the total number of points assigned to her claim using the criteria for an award of relief described below:

Discharge/Constructive Discharge Claims

Position at Discharge	Points for Total *RAC	Points for Total *RAC	Points for Total *RAC
	Tenure under 5 years	Tenure of 5-10 years	Tenure over 10 years
Account Manager	10	12.5	15
I/O Assist. Manager	13	16	19.5
Executive Assistant	15	18.5	22.5
Store Manager	20	25	30
Market Manager and above	25	31	37.5
**HQ/SC Hourly	10	12.5	15
**HQ/SC Salaried	15	18.5	22.5
**HQ/SC Managerial	20	25	30

* RAC Tenure shall include tenure at Renter's Choice, Inc., Rent-A-Center, Inc., Thorn Americas d/b/a/ Rent-A-Center and any predecessor rent-to-own business acquired by any of them.

** HQ/SC means Headquarters and Service Center.

Promotion Claims

Denied Promotion to:	Points
I/O Assistant Manager	2
Executive Assistant	3
Store Manager	5
Market Manager and above	10
HQ/SC Salaried	3
HQ/SC Managerial	5

Eligible Claimants may receive points for only one promotion claim, but in the event that an Eligible Claimant has more than one promotion claim, points shall be awarded based on the claim that produces the highest number of points.

Demotion Claims

Demoted to:	Points
Account Manager	3
I/O Assistant Manager	5
Executive Assistant	5
Store Manager	10
HQ/SC Hourly	3
HQ/SC Salaried	5

Eligible Claimants may receive points for only one demotion claim, but in the event that an Eligible Claimant has more than one demotion claim, points shall be awarded based on the claim that produces the highest number of points.

Sexual Harassment Claims

Sexual harassment claims will be assigned points based on the nature, severity and duration of the harassment experienced by the Eligible Claimant. The EEOC shall assign points in a range between two (2) and fifty (50), shall evaluate these claims consistent with 29 C.F.R. Section 1604.11, and shall certify to the Court that point assignment has been completed based on the nature, severity and duration of sexual harassment as disclosed by the Claim Form and such other information as the EEOC has available to it.

Terms and Conditions of Employment Claims

Term/Condition	Points
sex-based work assignment	½
sex-based work hours or time-off	½
unfair discipline based on sex	½
different performance standards based on sex	½

Eligible Claimants shall receive no more than one-half (½) point total for each kind of Terms and Conditions (e.g. assignment, time off, etc.) claim. Eligible Claimants shall receive no more than a maximum of two (2) points for all Terms and Conditions claims. Points for Terms and Conditions claims will not be awarded when a claim is paid for Constructive Discharge.

f. **Treatment of Points:** After the EEOC assigns points to the claims of each Eligible Claimant, the Settlement Administrator shall total all the points assigned to all claims and divide the Point Distribution Fund by the total of all points assigned to all claims. The result of this

calculation will be the amount payable per point. Each Eligible Claimant's total assigned points shall be multiplied by this amount to determine her gross amount of monetary relief.

g. Minimum Monetary Payments to Eligible Claimants: No Eligible Claimant shall receive gross monetary relief less than the amounts set forth below, which correspond to the Eligible Claimant's tenure with the RAC Companies during the period from April 19, 1998 to the date this Consent Decree is preliminarily approved by the Court:

6 months or less	\$1,200
7 to 12 months	\$2,400
13 to 18 months	\$3,600
19 to 24 months	\$4,800
25 to 30 months	\$6,000
31 to 36 months	\$7,200
more than 36 months	\$8,400

h. Distribution for Eligible Claimants with Failure to Hire Claims:

All Eligible Claimants who claim to have applied for work and not been hired by any of the RAC Companies, or who claim to have been deterred from submitting an application for employment and who were not hired by any of the RAC Companies, and who sign and submit a claim form under penalty of perjury that they applied for or were deterred from applying for employment at any of the RAC Companies, and were not hired, shall be entitled to a share of an Applicant Settlement Pool that shall consist of Two Million Dollars, (\$2,000,000.00) from the Settlement Fund. Such Eligible Claimant's share shall be based on the total number of points assigned to her claim using the following

criteria:

Failure to Hire Claims

Year of Application/Attempt to Apply	Points
1998	5
1999	4
2000	3
2001	2
2002	1

Eligible Claimants may receive points for only 1 failure to hire claim, but in the event that an Eligible Claimant has more than 1 failure to hire claim, points shall be awarded based on the claim that produces the highest number of points.

After the EEOC assigns points to the claims of each Eligible Claimant, the points assigned to all claims will be added together and divided into the Applicant Settlement Pool. The result of this calculation will be the amount payable per point. Each Eligible Claimant's total assigned points shall be multiplied by this amount to determine her gross amount of monetary payment.

In no event shall an Eligible Claimant recover in excess of five thousand dollars (\$5,000.00) from the Applicant Settlement Pool. In the event that any balance remains in the Applicant Settlement Pool after allocation of amounts for all claims from this Pool, such balance shall revert immediately to the Employee Settlement Pool.

i. **Base Relief Recipients:** Base Relief Recipients shall be sent a one time payment in the gross amount of One Hundred Fifty Dollars and No Cents (\$150.00).

j. **Preliminary Determination of Monetary Payments:** After the EEOC has assigned points to individual's claims as set forth above, it will also make preliminary determinations as to the gross (pre-tax) amount of monetary payment from the Settlement Fund that will be awarded to each claimant. The preliminary determination as to the gross amount of monetary payment to be awarded a claimant may be subject to change based on: (1) whether and the extent to which Eligible Claimants appeal the points determinations to the Settlement Administrator (as provided below), (2) the amount of interest that accrues to the Settlement Fund between the date that the EEOC makes its determinations under this Section and the date the Settlement Fund is actually distributed to Eligible Claimants, and (3) the amount of any reversion from the Applicant Settlement Pool.

4. Notification and Right to Appeal

Within 15 days after the Effective Date of this Decree, the Settlement Administrator shall mail to each Eligible Claimant notice of EEOC's preliminary determination of the gross amount of monetary payment to which that Eligible Claimant shall be entitled. If, after receipt of the notice of her estimated share in the Point Distribution Fund, an Eligible Claimant disputes the amount of monetary payment she is allocated, she may appeal that determination as provided below.

Within 15 days after the Effective Date of this Decree, the Settlement Administrator shall mail a notice of ineligibility to each person who submitted a Claim Form who was determined to be ineligible. If, after receipt of the notice of ineligibility, a person wishes to dispute that finding, she may appeal that determination as provided below.

An Eligible Claimant or a person who has been determined to be ineligible, or a person whose request to exclude was denied, appeals by submitting an Appeal Request to the Settlement Administrator, received not later than fifteen (15) days after the date the notice estimating the amount of her monetary payment or notice of ineligibility was sent. An Appeal Request must state: (1) all objections; (2) the points to which the Eligible Claimant believes she is entitled; and (3) the basis for that belief. Failure to submit an Appeal Request in a timely manner or failure to provide the above three categories of information in the Appeal Request shall disqualify the appeal, and the previously determined amount of payment shall be deemed final.

Upon receipt of an Appeal Request, the Settlement Administrator will promptly review the appeal and independently determine the amount of monetary payment to which the appealing Eligible Claimant is entitled by applying the same criteria for an award of payment set forth in Section VII B that the Court has approved as fair, objective and reasonable. In the event the Settlement Administrator requests additional information from RAC in order to respond to the appeal, RAC shall respond promptly. The decision of the Settlement Administrator shall be final, binding and non-appealable. The Settlement Administrator shall promptly notify the appealing claimant of the decision on appeal and shall, if necessary, adjust the total points and distribution accordingly. If the resolution of these appeals so requires, the amounts of monetary payment due all Eligible Claimants will be recalculated.

In the event that the Settlement Administrator requests that any Class Member provide additional information in order to evaluate any Claim Form, Request for Exclusion or Appeal, such Class Member shall timely respond to the request. Failure to timely respond to a request for additional information shall:

- i. regarding a Claim Form, result in the Class Member receiving the greater of either the point value that can be determined without the requested additional information, or a one time payment in the gross amount of One Hundred Fifty Dollars and No Cents (\$150.00);
- ii. regarding an appeal, result in the appeal being denied and, if applicable, the preliminary point determination operating to determine the monetary award; and
- iii. regarding a request for exclusion, result in the Class Member being included in the Class.

This Decree contemplates that there will be significant differences in amounts individually received by Eligible Claimants.

Claim Forms and Appeal Requests received by Class Counsel, Counsel for the EEOC, and the Settlement Administrator will be treated as confidential and not disclosed to RAC or any other person or entity, except that the Settlement Administrator is authorized to disclose to RAC such information from Claim Forms as is necessary to perform his functions authorized by this Decree.

5. Distribution of the Settlement Fund

Within fifteen (15) days after the Settlement Administrator resolves all appeals filed pursuant to the above subsection and determines allocations for each Eligible Claimant, the Settlement Administrator will mail to each Eligible Claimant a check for the net amount of the Settlement Fund to which each Eligible Claimant was finally determined to be entitled (“Final Gross Settlement Allocation”).

All Eligible Claimants who are not working at RAC at the time of such mailing shall receive the full amount of their entitlement from the Settlement Fund and such amount shall be reported by RAC on

a Form 1099 at year end.

All Eligible Claimants who are working at RAC at the time of such mailing will receive a check reflecting the net amount of their entitlement determined as follows: 20% of their Final Gross Settlement Allocation, excluding any amounts awarded for sexual harassment and terms and conditions claims, will be subject to withholding for the employee's share of FICA and any other legally required deductions; 80% of their Final Gross Settlement Allocation, excluding any amounts awarded for sexual harassment and terms and conditions claims, and 100% of any amounts owed for sexual harassment and terms and conditions claims, will not be subject to any deductions and will be reported by RAC on a Form 1099 at year end.

Base Relief Recipients who are not working at RAC at the time of such mailing will be mailed a check in the amount of One Hundred Fifty Dollars and No Cents (\$150.00) and such amount shall be reported by RAC on a Form 1099 at year end.

Base Relief Recipients who are working at RAC at the time of such mailing will be sent a check in the gross amount of One Hundred Fifty Dollars and No Cents (\$150.00), 20% of which shall be subject to withholding and all other legally required deductions, and 80% of which will not be subject to any withholding or deductions but which will be reported by RAC on a Form 1099 at year end.

Included with the check in the net amount due the Eligible Claimant will be a statement showing the gross (pre-tax) amount of the payment, along with an itemized statement of all deductions made. Deductions from gross amounts will be made only for federal and state income taxes, the employee's share of FICA for that portion, if any, of a final gross settlement allocation that is backpay, and any local income tax that applies. Any employer payroll taxes or employer contributions required to be

paid by the employer shall be paid by RAC.

RAC will also make any Unemployment Compensation related filings, calculate and remit any unemployment tax due to the appropriate taxing authorities using reports provided by the Settlement Administrator but using RAC's federal and state identification numbers. The Settlement Administrator will inform RAC of the Employer contributions (matching social security and medicare tax) required to be paid by RAC and RAC shall timely remit all such payments to the Settlement Administrator for depositing with the appropriate taxing authority.

After all payments are made to the Eligible Claimants, any monies remaining in the Settlement Fund due to uncashed checks and interest earned on the Settlement Fund shall be held in the Settlement Fund for one hundred eighty (180) days. Expenses related to the creation, operation, and closure of the Settlement Fund, including preparation of tax returns, shall be paid out of the Administrative Fund. At the conclusion of one hundred eighty (180) days from the mailing of the first check to Class Members, the Settlement Administrator shall divide any remaining monies in the Settlement Fund between a Defense Fund and a Secondary Distribution Fund. Fifty percent (50%) of all interest earned on the Settlement Fund shall be allocated to the Defense Fund. The remaining fifty percent (50%) of interest earned, along with any monies remaining in the Settlement Fund due to uncashed checks, shall be allocated to the Secondary Distribution Fund. With respect to the Defense Fund, monies for income taxes owed or estimated to be owed will be retained in such Fund for payment of such obligation. The remainder of the Defense Fund shall be allocated as follows: for every Class Member who requests exclusion from the Class and files, pursues, or maintains any claim or cause of action during the one hundred eighty (180) day period after the mailing of the first settlement check, against RAC that would

otherwise be a Released Claim, one percent (1%) of the Defense Fund shall be returned to RAC to assist with defending or settling such claim. In the event fewer than one hundred (100) such claims are filed, pursued or maintained during the one hundred eighty (180) day period described above, the remaining monies in the Defense Fund will be combined with the Secondary Distribution Fund. To the extent the Administrative Fund does not have sufficient monies to pay the expenses of the Settlement Fund (excluding any income taxes owed), such monies shall be withheld from the Secondary Distribution Fund. The remaining monies in the Secondary Distribution Fund shall be distributed to the Eligible Claimants who previously received money, but not to Base Relief Recipients, in the same proportionate percentages as the initial distribution to the Eligible Claimants, as long as there are sufficient funds to average a distribution of at least One Hundred Dollars (\$100.00) per Eligible Claimant.

If there are monies remaining in the Settlement Fund but the amount is insufficient to trigger redistribution, then the balance shall be paid to one or more public or not-for-profit organizations, one of whose primary purposes is to benefit women's workplace interests. Class Counsel and Counsel for the EEOC shall determine the organization(s) that will receive such funds, subject to Court approval, and will notify RAC of this determination.

Amounts distributed from the Settlement Fund for claims of sexual harassment and discriminatory terms and conditions of employment shall be deemed to be "compensatory damages" in their entirety, under the Civil Rights Act of 1991, 42 U.S.C. Section 1981a. Payments made pursuant to this Decree for claims of discharge, constructive discharge, failure to promote, demotion, and failure to hire shall be deemed to be 20% backpay and 80% compensatory damages under the Civil Rights

Act of 1991, 42 U.S.C. Section 1981a.

All Eligible Claimants and Base Relief Recipients will be responsible for their own federal, state and local income tax obligations.

All costs associated with the distribution of the Settlement Fund to Eligible Claimants and Base Relief Recipients shall be paid by RAC, including without limitation, all costs associated with the creation of the Settlement Fund, all costs related to the issuance and mailing of checks from the Settlement Fund, and all costs relating to the Settlement Administrator, up to a cap of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00). RAC shall deposit this amount within three (3) business days after entry of the Order preliminarily approving the Stipulation of Settlement and the Consent Decree, in a commercial bank account designated by and to be used at the direction of the Settlement Administrator, who shall provide periodic statements of all disbursements from that account to Class Counsel, Counsel for the EEOC and RAC. Any monies remaining in this account after all the Settlement Administrator's obligations have been met and after full distribution and redistribution, if any, shall revert to RAC. In the event that additional funds are needed to pay necessary costs for settlement administration, the Settlement Administrator shall apply to the Court for approval to withdraw those funds from the Settlement Fund, and shall not make any withdrawal for this purpose without an order of the Court permitting that withdrawal.

C. Requests for Exclusion from the Class

Class Members have the right to exclude themselves from the Class. If the request for exclusion is exercised, the right to share in any benefits of this Decree will be forever lost.

Class Members may request exclusion from this Class by completing and signing the Request

for Exclusion Form, Exhibit 6, and sending it to the Settlement Administrator, to be received no later than the date specified by the Court in its Preliminary Approval Order. Request for Exclusion Forms received after such date shall not be considered, and failure of a Class Member to send such Request for Exclusion Form in a timely manner shall result in the Class Member being bound by the Settlement. Class Members who request exclusion shall not be permitted to object or otherwise participate in any proceedings in this case.

Class Counsel will not represent any Class Member who is excluded from the Class. The EEOC will not bring suit against RAC based on the sex discrimination claims of any Class Member who is excluded from the Class, nor will it file any supporting briefs in any action brought by such Class Member. Class Counsel will not represent any person who is excluded from the Class; nor will Class Counsel represent in any capacity any person or entity in any employment dispute adverse to RAC for the period of time covered by the Consent Decree or at any time with respect to any conduct, acts or omissions that are alleged to have occurred, or that occurred during the period of time covered by the Consent Decree which are based on such conduct, acts or omissions revealed by, or contained in the information furnished Class Counsel during the term of the Consent Decree; provided, however, that Class Counsel may file a motion to enforce the terms of the Consent Decree, subject to the terms of Section XI of this Decree. The EEOC will not sue, participate in, or support any action asserting claims that would otherwise be resolved pursuant to this Consent Decree that are brought by any person who excludes herself from the class. Class Counsel and the EEOC agree to keep confidential and not disclose, or use in any way against RAC, any of the information obtained pursuant to the Consent Decree, and further agree to notify RAC promptly in the event a formal request/demand is

made for such information, provided, however, that Class Counsel and/or the EEOC may use such information in an action to enforce the Consent Decree.

Any member of the Class who files a timely and proper request for exclusion thereby waives any and all rights to participate in the Settlement. Such excluded member of the Class will not have any right to participate in the Claim Resolution Process or to receive any other benefits accruing specifically to Class Members under the Settlement, and will not be bound by any provision of the Stipulation of Settlement, nor will those members of the Class who have been excluded have the right to submit comments or objections to the Settlement or appear at the Fairness Hearing; nor will members of the Class who have been excluded have the right to further representation by Class Counsel.

VIII. INJUNCTIVE RELIEF

A. General Injunctive Provisions

RAC and its officers, management (including supervisory employees), successors and assigns, and all those retained to perform tasks covered or required by this Consent Decree are hereby enjoined from violating Title VII by: (i) discriminating against female applicants for employment with RAC, female potential applicants for employment with RAC, and female employees of RAC on the basis of sex in any aspect of employment or application for employment; (ii) engaging in or being a party to any action, policy or practice that is intended to or is known to them to have the effect of harassing or intimidating any female employee of RAC on the basis of her gender; and (iii) creating, facilitating or permitting the existence of a work environment that is hostile to female employees of RAC.

RAC and its officers, management (including supervisory employees), successors and assigns

and all those retained to perform tasks covered or required by this Consent Decree are hereby enjoined from violating Title VII by discriminating on the basis of sex against any female employee of RAC or applicant for employment with RAC in making a decision affecting her employment. RAC shall consider female employees and applicants for selection or promotion or any other employment opportunity on the same basis as it considers male employees and applicants. RAC and its officers, management (including supervisory employees) and all those retained to perform tasks covered or required by this Consent Decree shall afford female employees of RAC and applicants for employment with RAC the same opportunities and terms and conditions of employment, including but not limited to hiring, work assignments, assignments to jobs and facilities, compensation, training, education, skills and career development, performance appraisals, promotions, discipline, termination, layoffs and severance benefits as RAC affords similarly situated male employees and applicants.

RAC and its officers, management (including supervisory employees), successors and assigns, and all those retained to perform tasks covered or required by this Consent Decree are hereby enjoined from violating Title VII by engaging in, implementing or permitting any action, policy or practice with the purpose of retaliating against any current or former employee of RAC because he or she opposed any practice made unlawful under Title VII; filed a Charge of Discrimination against RAC alleging any such practice; testified or participated in any manner in an investigation (including, without limitation, any internal investigation undertaken by RAC), proceeding, or hearing in connection with this case and/or relating to any claim of sex discrimination, sexual harassment or sex-based harassment at RAC; was identified as a declarant or potential witness in Wilfong et al. or the Tennessee Case; objected to the terms of a proposed settlement in any other action against RAC in which claims of sex

discrimination were asserted; asserts any rights under this Decree; or seeks and/or receives any monetary or non-monetary relief under this Decree.

Nothing in this Section VIII A shall create any right or obligation in contract or equity, nor shall it expand on or diminish any pre-existing statutory right or obligation.

B. EEO Program

1. Statement of Non-Discrimination

Not later than 30 days from the Effective Date of this Consent Decree, RAC shall adopt, and publish on the Company's intranet website and in every employee handbook and Company policy book or manual related to employment practices, the following "Policy Against Sex Discrimination" as a part of the Company's overall Non-Discrimination Policies:

RAC is firmly committed to further developing and maintaining a no-tolerance policy concerning sexual harassment, sex discrimination or harassment on the basis of gender, and retaliation against individuals who report harassment in the Company's workplace; to swiftly and firmly responding to any acts of sexual discrimination or harassment on the basis of sex or retaliation of which the Company becomes aware; to implementing a disciplinary system that is designed to strongly deter future acts of sexual discrimination or harassment on the basis of sex, or retaliation; to eradicating vestiges, if any, of a work environment that is hostile to women; and to actively monitoring its workplace in order to ensure tolerance, respect and dignity for all people.

This policy does not limit RAC from adopting other language against discrimination that it deems appropriate.

2. Hiring of Human Resources Vice President

Within 120 days from Preliminary Approval of this Consent Decree, RAC shall create and fill a new position with the title Vice President of Human Resources. Should RAC request additional time to meet this timeliness obligation, the parties agree that consent shall not be withheld unreasonably.

The parties expressly agree that the individual who fills the position of Vice President of Human Resources shall not be deemed to be a beneficiary under this Consent Decree. Nothing in this Section VIII B 2 shall create any right or obligation in contract or equity with respect to the Human Resources Vice President, nor shall it expand on or diminish any pre-existing statutory right or obligation. The Vice President of Human Resources shall:

- (a) report directly to the CEO or President of the Company;
- (b) have comparable responsibility, authority and compensation as other non-operational Company Vice Presidents;
- (c) enjoy full support from the Company's senior management, including being provided with the resources necessary to develop, implement and monitor policies that assure equal employment opportunities for female job applicants and employees;
- (d) be responsible for the creation and management of the Human Resources Department described in Section VIII B 3 below;
- (e) be responsible for the Company's compliance with the record-keeping obligations imposed by this Decree and by federal and state employment discrimination statutes, and;
- (f) possess the qualifications necessary to perform the job of Vice President of Human Resources, which include having: a college degree; significant human resources experience on a corporate-wide basis for a Company or companies with a substantial workforce; a demonstrated commitment to equal employment opportunity; and knowledge of federal and state laws governing employee rights and employer obligations.

3. Creation of Professional Human Resources Department

Not later than 180 days after the Effective Date of this Consent Decree, RAC shall create a professional Human Resources Department under the leadership of the Vice President of Human Resources. The Human Resources Department shall:

(a) enjoy full support from the Company's senior management, including being provided with the resources necessary to develop, implement and monitor policies that assure equal employment opportunities for female job applicants and employees;

(b) be staffed by a minimum of five Human Resources professionals, (exclusive of the Vice President of Human Resources), at least three of whom shall have college degrees and/or comparable Human Resources experience, one of whom shall be hired after May 20, 2002. All Human Resources professionals shall:

(i) have adequate training, acquired either before employment with the Company or after this Decree is finally entered, in the legal and practical requirements of equal employment opportunity and nondiscrimination in employment, particularly with respect to gender discrimination;

(ii) have a demonstrated commitment to equal employment opportunity;

(c) operate and maintain a 24-hour toll-free hotline for the reporting of violations of the policies against discrimination that will:

(i) be staffed between the hours of 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday by a human resources

professional, and have voicemail capability during days and times the hotline is not staffed by a live person; and

- (ii) be publicized on Company applications for employment, on employee bulletin boards, on the Company's intranet website, in employee handbooks and Company policy books, at all training sessions described in Section VIII. D, and in other places deemed appropriate by the Human Resources Department.

(d) receive and investigate reports of violations of the Company's employment discrimination policies; prepare written findings of such investigations; recommend remedial and disciplinary actions to be taken as a result of such findings, if appropriate; work with RAC's legal department or outside legal counsel, if RAC determines that such involvement is advisable; and coordinate with the Consultant on an as-needed basis; provided that when RAC's legal counsel or outside legal counsel is involved, RAC shall nonetheless provide information to the Consultant in accordance with this Decree.

(e) develop, publicize and monitor within the Company written standards that explain RAC's recordkeeping obligations under Title VII and the Commission's Recordkeeping Regulations at 29 C.F.R. Section 1602.

4. Hiring of Human Resources Consultant

(a) Retention of Consultant

Not later than 90 days after Preliminary Approval of this Consent Decree, RAC, Class Counsel

and Counsel for the EEOC shall jointly select a qualified, neutral, third-party Consultant to oversee RAC's implementation of the terms of this Decree. The Consultant shall serve for a term of two years. The Consultant will assist the parties in their efforts to effectuate the purposes of this Decree, particularly with respect to the creation of a professional human resources department, development of new employment policies and procedures, including record retention procedures, development and delivery of EEO training programs and the investigation and resolution of complaints of sex discrimination and retaliation.

The Consultant shall have the authority for the period of two years to recommend action to RAC in each of the above-described areas. In the event RAC elects not to implement a recommendation of the Consultant, both RAC and the Consultant shall make good faith efforts to resolve the matter, and failing resolution, RAC shall notify the Consultant within 21 days that RAC will not implement the disputed recommendation. When RAC provides such notification, it shall simultaneously provide copies of the notification to Class Counsel and Counsel for the EEOC. The Consultant, Class Counsel or Counsel for the EEOC may appeal the rejection of the recommendation to the Special Master for resolution pursuant to Section XI, provided however, that RAC shall not be required to alter the essential functions of its jobs (including lifting responsibilities), the way in which it does business (other than as described herein), and its store staffing.

RAC shall compensate the Consultant at the Consultant's customary rate or upon other terms acceptable to RAC and the Consultant. Additionally, RAC shall pay any and all reasonable costs necessary to fulfill the work of the Consultant.

In the event that the Consultant is unable or unwilling to continue to serve as Consultant for the

full term of this Decree, then Class Counsel, Counsel for the EEOC, and RAC shall agree on a replacement Consultant with all due haste. Such agreement may not be unreasonably withheld.

(b) Consultant Will Evaluate RAC's Employment Policies, Practices and Procedures, and its Human Resources Staff

Within two (2) months of appointment, the Consultant shall: (1) evaluate all existing RAC employment policies, procedures and practices, and the staff charged with implementing them; (2) meet with Class Counsel and Counsel for EEOC to gather information regarding the Company's prior practices and procedures; and (3) establish a timetable with RAC for completing the work required to effectuate the terms of this Decree.

Within one (1) year of appointment, the Consultant shall complete an independent evaluation of RAC's progress toward complying with the non-monetary terms of this Decree, and shall submit a written report to Class Counsel, Counsel for the EEOC, and RAC setting forth the following information:

- (1) an assessment of whether RAC has successfully complied with each specific non-monetary term of this decree;
- (2) for each specific term of this Consent Decree that has not been fully complied with, a statement discussing the reasons for RAC's failure to implement required changes;
- (3) a narrative evaluation of the impact of the specific changes made pursuant to this Decree;
- (4) a narrative assessment of the effectiveness of RAC's human resources department, its new training programs and its policies and procedures for

achievement of RAC's Non-Discrimination Policy;

(5) recommended timetable for complete compliance with every non-monetary term of this Decree.

During the second year of the two-year term, the Consultant will continue to review and evaluate ongoing efforts to comply with the terms of the Decree and to achieve RAC's Non-Discrimination Policy, as well as make recommendations regarding the creation and operation of the professional human resources department, development of new employment policies and procedures, including record retention procedures, the development and delivery of EEO training programs and the investigation and resolution of complaints of sex discrimination and retaliation.

At the end of the second year, the Consultant shall submit a report to Class Counsel, Counsel for the EEOC, and RAC providing the same information described above. In the event that any non-monetary term of the Decree has not been fully complied with at the end of this second year, Class Counsel and/or Counsel for EEOC may petition the Special Master pursuant to Section XI for an extension of the term of the Consultant's services.

RAC shall cooperate fully with the Consultant's monitoring of the implementation of the non-monetary terms of this Decree. This cooperation shall include providing reasonable access to the Company's managing officials and to all documents and other sources of information, in whatever form they are maintained in the ordinary course of business, necessary or appropriate to the work of the Consultant. The Consultant shall make best efforts to minimize the disruption to the workplace during the course of these efforts. The Consultant shall have the power to make specific recommendations for changes necessary to comply with the terms of this Decree and to achieve RAC's Non-Discrimination

Policy, provided however, that nothing in this Decree shall confer on the Consultant the power to require the disbandment or reorganization of any Department at RAC or require RAC to alter the essential functions of its jobs (including lifting responsibilities), the way in which it does business (other than as described herein), and its store staffing. RAC shall not be precluded from developing and implementing its own programs as it may find appropriate. In formulating his/her recommendations, the Consultant will take such programs into account. Given the need for the Consultant to review RAC's confidential business information, the Consultant shall sign a confidentiality agreement.

(c) Consultant Will Monitor RAC's Investigation of Complaints of Sex Discrimination and Retaliation

The Consultant shall also be responsible for monitoring the investigation of all sex discrimination and related retaliation complaints made by RAC employees using the hotline and other internal RAC complaint mechanisms, and for making recommendations where the Consultant deems it appropriate, regarding the investigation and resolution of those complaints. RAC Human Resources or other designated staff shall confer on at least a monthly basis with the Consultant regarding all complaints made during the prior month, investigation of each pending complaint and proposed and actual resolution of each complaint. RAC staff shall transmit to the Consultant at this monthly conference copies of any complaint made during the prior month, as well as copies of documents that constitute the investigation and the resolution of each complaint, if the Consultant requests them. In the event that the Consultant is dissatisfied with the resolution of any sex discrimination or related retaliation complaint, the Consultant, after consultation with the Vice President of Human Resources, may appeal such resolution to the Special Master pursuant to Section XI.

Any Consultant retained pursuant to this Consent Decree shall sign a confidentiality agreement that, among other things, shall require the Consultant to notify RAC immediately upon receipt and prior to any disclosure if a formal request is made for information and/or documents provided to the Consultant pursuant to the Consent Decree.

C. Creation and Enforcement of EEO Policies

In order to effectuate the objectives embodied in RAC's Non-Discrimination Policy and this Decree, RAC shall revise its existing policies, procedures and practices and create any new policies, procedures and practices that are necessary in order to ensure that the requirements of this Decree are met.

1. Implementation of Employment Practices to Prevent Unlawful Employment Discrimination Generally

RAC shall implement employment practices to prevent unlawful employment discrimination. At a minimum, RAC shall:

- (a) implement an attendance policy for all employees that will establish a uniform approach to compensation for, excuse for, and discipline for missed work and a uniform approach to scheduling of employees;
- (b) implement a policy designed to ensure compliance with the Pregnancy Discrimination Act with respect to leaves of absence, assignment of job duties and light duty, and that expressly forbids arbitrary termination of pregnant employees;
- (c) implement an objective leave policy for all employees, including short-term disability leave, family leave, personal leave and sick leave;

(d) develop and implement a system whereby an employee's history of dealing with equal employment opportunity issues, including compliance with and support for such policies, and any disciplinary action received as a result of violating Company EEO policy, will be considered in determining an employee's eligibility for all incentive awards and programs which utilize any subjective criteria, promotion and transfer opportunities; the system shall be reasonably acceptable to Class Counsel and Counsel for the EEOC.

(f) implement an objective disciplinary system designed to prevent arbitrary discipline of employees;

(g) include handling of equal employment opportunity issues as an element of manager and supervisor performance evaluations, and consider a manager's or supervisor's performance in this area when determining eligibility for all incentive awards and programs which utilize any subjective criteria, promotions, transfer and promotion opportunities.

2. Implementation of Policies Against Sexual Harassment and Sex Discrimination In Terms and Conditions of Employment

RAC shall implement policies prohibiting sexual harassment and discrimination on the basis of sex in terms and conditions of employment. At a minimum, such policies shall:

(a) be drafted by or in consultation with the third-party Consultant described in VIII B 4;

(b) expressly prohibit sexual harassment;

(c) expressly prohibit any discrimination or harassment on the basis of sex;

- (d) expressly prohibit discrimination on the basis of pregnancy;
- (e) expressly prohibit conducting RAC business, on either a formal or informal basis, in sexually oriented establishments, including lingerie bars, strip clubs, and the like;
- (f) expressly prohibit sexually provocative entertainment at RAC functions;
- (g) expressly prohibit retaliation against employees who report or complain of sexual harassment or discrimination;
- (h) include specific procedures for the reporting and investigation of harassment and discrimination complaints as described below in “Implementation of Policies and Procedures for Reporting Discrimination;”
- (i) include and describe disciplinary action, up to and including termination, that the Company will take against employees who fail to comply with the harassment and discrimination policy;
- (j) adequately describe prohibited discrimination (including but not limited to harassment, pregnancy discrimination, discrimination in terms and conditions of employment, and retaliation), including examples (such as requiring only female employees to clean restrooms) to supplement the definitions;
- (k) require all managers and supervisors to report to Human Resources all conduct, known or alleged, that violates the harassment and discrimination policy, regardless of how the manager or supervisor becomes aware of the conduct;
- (l) hold accountable any manager or supervisor who knowingly permits

prohibited conduct to occur in his or her workplace, regardless of the manager's or supervisor's participation in the harassing or discriminatory conduct;

3. Implementation of Policies to Prevent Sex Discrimination in Hiring and Promotion

RAC shall implement policies designed to prevent sex discrimination in violation of Title VII in hiring and promotion of employees. At a minimum, RAC shall:

(a) in consultation with the third-party Consultant described in VIII B 4, implement a written and validated hiring and promotion policy that is designed to reach qualified and interested women within applicable geographic markets and to increase job applications from qualified women;

(b) include in the hiring and promotion policy an express prohibition against any consideration of sex in hiring and promotion decisions;

(c) make available to all employees, both in writing at each workplace and on RAC's intranet website, detailed written job descriptions and the qualifications required for every job title, including "commitment to equal employment opportunity" as a qualification for all supervisory and management positions;

(d) implement a promotion system that informs all employees in the applicable geographic area of job openings and that allows employees to apply directly for such openings; at a minimum, geographic areas should include:

(i) for Regional Director and higher level positions, the geographic area includes the territory for which the immediate supervisor of the position is responsible;

(ii) for Market Manager and lower level positions, the Market in which the job is located;

(e) revise the RAC's "A Day In The Life" booklet, based on input from Class Counsel and Counsel for the EEOC, to present a realistic presentation of job responsibilities in a way that does not discourage female job applicants and to explicitly state that the RAC encourages women applicants for employment;

(f) establish goals for offering promotions to female employees at the Regional Director level and below, with goals based on the percentage of women qualified for promotion from the appropriate employees pools within RAC.

4. Implementation of Policies and Procedures for Reporting, Investigating, and Punishing Discrimination

RAC shall implement policies and procedures for reporting and investigating claims of discrimination. At a minimum, such policies and procedures shall:

(a) encourage employees to report violations of the policies against discrimination described in Section VIII C 1, 2, and 3 above;

(b) provide convenient, confidential and reliable mechanisms for reporting violations of the policies against discrimination;

(c) designate and provide detailed contact information for at least two employees from the newly-created Human Resources department described in Section VIII B 3 as persons who may be contacted to report violations of the policies against discrimination;

(d) provide and highly publicize a 24-hour toll-free hotline, staffed between

8 a.m. and 5 p.m. CST/CDT and recorded otherwise, for the reporting of violations of the policies against discrimination;

(e) require every RAC manager, supervisor, or Human Resources employee who receives a report of discrimination, even an anonymous report, to take such a report seriously, and to turn in such report to Human Resources;

(f) designate multiple alternative avenues for reporting harassment;

(g) allow reports of discrimination to be made both orally and in writing;

(h) specify a timetable for the commencement of an investigation after a complaint is made or received, a timetable for the completion of an investigation, a timetable for the submission of written findings of the results of an investigation, and a timetable for remedial action to be taken upon conclusion of an investigation, all in consultation with the Consultant;

(i) require prompt communication of the results of the investigation, including any remedial or disciplinary action taken or proposed, to the complaining party;

(j) require discreet investigations and conduct interviews with employees who report discrimination in such a way as to not embarrass, intimidate or harass the employee;

(k) not impose any more burdensome requirements on employees who report violations of the policies against discrimination than are imposed upon employees who report comparable violations of other Company policies;

(l) provide for appropriate remedial action to resolve complaints of

harassment or discrimination and to avoid further incidents of harassment or discrimination;

(m) provide for disciplinary action for all violations of the policies against discrimination, including but not limited to demotion, suspension without pay, or termination;

(n) as described in Section VIII C 4, provide a system for employees to appeal RAC's findings and actions after investigating a report of discrimination.

5. Validation of Applicant/Employee Selection Procedures and Weight-Lifting Requirements

Rent-A-Center will eliminate its requirement that every applicant and employee be capable of lifting seventy-five (75) pounds.

Should RAC adopt, during the term of this Decree, any selection procedure that includes strength requirements, Rent-A-Center shall first validate such procedure in accordance with the Uniform Guidelines on Employee Selection Procedures set forth at 29 C.F.R Section 1607 et seq. RAC shall accomplish the required validation through use of a qualified firm or individual reasonably acceptable to the EEOC. RAC shall provide EEOC with all validation studies pertaining to each such selection procedure contemplated, at least sixty (60) days in advance of implementation of the selection procedure. Rent-A-Center shall maintain and have available for inspection by Class Counsel and Counsel for the EEOC records and any other information that will disclose the impact its selection procedures have upon the employment opportunities of women so that they may verify compliance with 29 C.F.R. Section 1607.

RAC shall utilize multiple-person deliveries and pick-ups where appropriate for the product being transported and where otherwise feasible from an operations standpoint. RAC shall emphasize

safe lifting techniques and the use of lift aids where appropriate and feasible.

6. Dissemination of EEO Policies

RAC shall effectively disseminate its EEO policies, including the policies required by subsections 1, 2 and 3 above. At a minimum, RAC shall:

(a) publish such policies in an employee handbook or other appropriate written format and distribute the handbook or other writing to each current employee, and to each new employee upon hire;

(b) publish such policies on RAC's intranet website;

(c) at least annually, re-publicize to all employees the content of its Non-Discrimination Policy, any other EEO policies that RAC wishes to highlight, and the location where an employee can obtain or review the complete content of all employment related policies;

(d) post and keep posted in conspicuous places upon its premises a summary or general description of such policies, including information about how and where an employee may obtain a full copy of such policies, in prominent and accessible places where the summary can readily be observed by employees, and

(e) with respect to applicants, RAC will give each a notice containing the following information contemporaneously with giving each applicant the EEO Acknowledgment Form:

“RAC is an equal opportunity employer and does not unlawfully discriminate against employees or applicants on the basis of race, sex, religion, national origin, age or any other protected status. Copies of the Company's hiring policies may be requested and any complaints concerning the hiring process may be made by calling 1-800-275-2696 .”

D. EEO Training for All Employees

1. RAC shall create and implement an equal employment opportunity training program for all employees. A brief, one paragraph description of the training program shall be posted on RAC's intranet website and be published in the RAC's employee handbook. The training program shall be created in consultation with the Consultant(s) referenced above in Section VIII B 4, who shall advise RAC regarding content, frequency, delivery method, duration and timing of the training sessions. Such training sessions shall:

- (a) be included in training sessions at RAC's annual meetings;
- (b) be introduced in person at annual meetings by RAC's CEO or

President, who shall remain for the presentation and communicate RAC's commitment to its Non-Discrimination Policy.

- (c) when conducted at an annual meeting, be scheduled at a time intended to achieve optimal attendance, and attended by all senior management officials who are at the annual meeting;

- (d) when conducted at annual meetings, be videotaped with audience scans, including the presenter(s) and attendees;

- (e) on roll-out of each new unit or subject matter of training, be mandatory for all current and new employees, and at least annually, cover topics of non-discrimination as it affects employees at their different levels and functions within RAC;

- (f) be conducted for all new employees during orientation;

- (g) include comprehensive training regarding RAC's policies against

discrimination, which may vary depending upon the intended audience, and should provide the information below, depending on the audience:

- (i) complete descriptions, with examples, of prohibited behavior;
 - (ii) detailed explanations of the various ways in which employees may report violations of the policies against discrimination;
 - (iii) detailed explanations of managers' and supervisors' heightened legal responsibility to respond to harassment and discrimination of which he or she becomes aware, whether or not the harassment or discrimination is reported by an employee;
 - (iv) include interactive workshops and small group training, where practicable, to encourage active participation by all employees, otherwise by videotape or computer, including computer exercises or simulations on CD-ROM or otherwise.
- (h) be made available to all Board Members both by invitation to attend roll out sessions for senior management officials, and by delivering to each Board Member a copy of the videotape of the training delivered at the annual meetings, with an introductory letter or memorandum explaining that the tape contains training about employment practices that RAC has committed to employ during the term of this Consent Decree.

2. Within forty-five (45) days after the Effective Date of this Decree, RAC shall create videotaped and written messages from RAC's CEO and President and shall distribute these messages to all employees, and post the messages on the RAC's intranet website. Such messages shall include the following information:

- (a) that the CEO and President are aware of serious allegations of gender

discrimination within RAC, including examples and descriptions of alleged conduct;

(b) that under the leadership of the current CEO and President, RAC welcomes women, values women's contributions to the Company, and that RAC's management will ensure that women are given a level playing field when competing for jobs and promotions;

(c) that the CEO and President personally, and RAC management as a whole, disapprove of sexual harassment and sex discrimination and that such conduct will not be tolerated by the Company;

(d) that employees who are engaging in discriminatory conduct toward women will not be promoted and may risk losing their jobs with RAC;

(e) that all employees are encouraged to report harassment or discrimination of which they become aware or to which they believe they have been subjected;

(f) that managers and supervisors will be evaluated, including with respect to promotion and transfer opportunities and eligibility for all incentive awards and programs which utilize any subjective criteria, on their implementation of the policies against discrimination and their actions in general to assure equal employment opportunities for women;

(g) that employees are encouraged to report discriminatory incidents or concerns about discrimination without fear of retaliation or reprisal;

(h) a description of the newly created Human Resources Vice President position and the Human Resources Department, including an explanation of the department's resources, services and responsibilities.

E. Offers of Employment for Class Members

Eligible Claimants who complete and return to the Settlement Administrator a signed Claim Form and Release, shall be treated as follows:

1. Applicant Eligible Claimants

Eligible Claimants who claim to have applied for work and not been hired, or who claim to have been deterred from submitting an application for employment and who were not hired, who are qualified, and who affirmatively indicate an interest in re-employment on their Claim Form, will be placed on Job Offer Lists with others in the same geographic area (defined for these purposes as the territory supervised by a RAC market manager whose territory includes the Eligible Claimant's residence address as reflected on the Claim Form). As vacancies occur over the fifteen (15) month period starting from the Effective Date, RAC shall offer employment to women on these Job Offer Lists. Offers will be made to women within the geographic area in which such women reasonably could be expected to work based on a reasonable commuting distance for that area. RAC agrees that at the end of the fifteen (15) month period described herein it shall have offered employment to women whose names appear on the Job Offer Lists for at least 10% of the total vacancies that occurred in that fifteen (15) month period.

2. Terminated Eligible Claimants

Eligible Claimants who were discharged or believe they were forced to resign their employment at RAC because of their sex, who are qualified under the validated hiring procedures described in this Decree, and who affirmatively indicate an interest in re-employment on their Claim Form, but excluding the Wilfong Class Representatives, the three Named Charging Parties in the Tennessee Case, and former employees terminated for cause (subject to "cause" being determined, if necessary, by dispute

resolution described in Section XI below, shall be deemed qualified applicants and shall be placed on the Job Offer Lists described in Section VIII E 1 above and treated the same for job offer purposes as others whose names appear on those lists.

Eligible Claimants, whether applicant Eligible Claimants or terminated Eligible Claimants, who are placed on the Job Offer Lists and who are offered employment and decline the offer, shall be removed from the Job Offer Lists. RAC shall have no continuing obligation to make additional offers of employment to such persons, but is not prevented from doing so by this Decree.

F. Commitment to Recruit Women for Employment

1. During the first six months after the Effective Date, RAC shall identify additional means to recruit qualified and interested female applicants for employment in store level positions, and to stimulate an increased interest among such women for employment with RAC. During the remaining term of the Decree, RAC shall use such means as are reasonable to achieve these purposes, including, but not limited to, advertising in media targeted at women's audiences, recruitment at job fairs and educational institutions in which women are significant participants, and soliciting women applicants in other forums where women's interests are highlighted (e.g. Working Women's Survival Shows, etc.).

2. During the term of this Decree, RAC shall publicize its good faith desire to seek out qualified and interested women for employment in store level positions periodically in publications that are marketed to women, in consultation with the Human Resources Department and the Consultant. RAC shall consult with Class Counsel and Counsel for the EEOC about the content and selection of such publications, and all parties shall agree to both content and placement. No party shall unreasonably withhold agreement.

3. With respect to women who are known to be rejected applicants for employment with RAC, the Company shall send individual letters encouraging such women to apply for employment if they are interested. RAC shall submit the draft language of such letter to Class Counsel and the EEOC before sending such letters. The cost of mailing the letter to such women shall be borne by RAC, and shall be completed within 6 months after the Effective Date.

4. Additionally, within 6 months after the Effective Date, RAC will publish in appropriate periodicals agreed to by the Parties a notice that shall also be agreed to by the Parties (in each of its markets). Such publications shall express RAC's desire to employ women in its stores and promote women into all levels of jobs in its stores. Such publications also shall expressly advise unknown female rejected job applicants and women who were rejected for promotion of the pertinent terms of this Decree and encouraging them to contact RAC if they have a continued interest in employment with RAC. Such publications shall not be in the classified, sport, or business sections of any agreed newspaper or periodical, and the notice shall not be any smaller than two columns in width and thirty-five (35) lines in length, not including the headline. Publication under this subparagraph 4 may be included with subparagraph 2 above.

G. Commitment Regarding Board of Directors

RAC shall require commitment to equal employment opportunity as a qualification for all new members of the Board of Directors. Additionally, RAC shall seek qualified women to serve on the Board of Directors. RAC shall publicize, including on its intranet website, information about each new member of the Board of Directors and information about the member's commitment to equal employment opportunity.

IX. REPORTING AND RECORD-KEEPING

A. Reporting

On a quarterly basis for the term of this Consent Decree, RAC shall report to the Consultant, Class Counsel and Counsel for the EEOC regarding the following matters:

1. new employment policies, procedures or training programs implemented by RAC;
2. reports of sexual harassment or sex discrimination, including the name and contact information of the person making the report, the name and contact information of the alleged victim(s) of discrimination, the date of the report, the date of the alleged incident(s), the substance of the report, a description of the investigation performed by the Human Resources Department, a copy of the written findings of the Human Resources Department, the remedial or disciplinary measures, if any, recommended by the Human Resources Department, and the remedial or disciplinary measures actually taken by RAC;
3. applicant flow logs, together with gender descriptive statistical information about hiring, promotions and terminations. Questions and requests by Class Counsel or Counsel for the EEOC for follow-up information may be directed to RAC's Vice President of Human Resources, and information requested will be provided upon request.

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 of Settlement, unless authorized by order of this Court or any other federal District Court with jurisdiction.

B. Record-keeping

Any personnel or employment record made or kept by RAC including, but not limited to, application forms submitted by applicants and other records having to do with hiring, promotion, demotion, transfer, lay-off or termination, rates of pay or other terms of compensation, and selection for training shall be preserved by RAC for a period of one (1) year from the date of the making of the record or the personnel action involved, whichever occurs later in accordance with the EEOC Record-keeping Regulations at 29 C.F.R. Section 1602 et seq. In the case of involuntary termination of an employee, the personnel records of the individual terminated shall be kept for a period of one year from the date of termination. Where a charge of discrimination has been filed, or an action brought against Rent-A-Center under Title VII, Rent-A-Center shall preserve all personnel records relevant to the charge or action until final disposition of the charge or the action. Personnel records relevant to a charge or action include personnel or employment records relating to the complaining party and to all other employees holding positions similar to that held or sought by the aggrieved person and application forms or test papers completed by an unsuccessful applicant and by all other candidates for the same position as that for which the complaining party applied and was finally rejected. The date of final disposition of the charge or the action means the date of expiration of the statutory period within which the complaining party may bring an action in a U.S. District Court or, where an action is brought against an employer, the date on which such litigation is terminated. RAC shall specifically notify all employees in its stores of the Company's obligations under this Section.

X. PROCEDURE FOR COURT APPROVAL OF THE SETTLEMENT

This Court shall conduct a hearing on _____, 2002, at ____ a.m. at the U.S. District

Court for the Southern District of Illinois, 750 Missouri Avenue, East St. Louis, Illinois, in order to hear evidence and argument regarding whether the Court should compromise this action in the manner set forth herein and in the accompanying Stipulation of Settlement.

Class Members who have not requested exclusion and who wish to object to this Decree or any part of it may be heard at that time only if they:

1. File with this Court and serve on Counsel of Record for all parties a written statement of their objections. Such statement must be received by the Court and Counsel of Record at least ten days prior to the date on which claim forms must be received by the Settlement Administrator; AND if they also intend to appear the Fairness Hearing;

2. Contemporaneously notify the Court and Counsel of Record for all parties of that intention in advance of any appearance at the Fairness Hearing. Class Members may appear at the Fairness Hearing either in person or by counsel.

Class Members who object and who fail to submit a timely executed Claim Form and Release as described above will be entitled only to the base relief of \$150.00 (one hundred fifty dollars and no cents).

Failure to perform any of these requirements shall be deemed a waiver of any objections. The parties may, but need not, respond in writing to objections by filing a response with the Court.

C. Class Members Who Have Requested Exclusion

Class Members who have timely and properly requested exclusion from the Class may not participate at the Fairness Hearing.

XI. ENFORCEMENT PROCEDURE

In the event that any party to this Decree believes that any other party has failed to comply with any material provision of this Decree, or when this procedure is invoked pursuant to Section VIII B 4, all parties shall first attempt to resolve their differences by good faith negotiations among them. If the dispute cannot be resolved within fourteen (14) days through negotiations, the complaining party may file a written motion setting forth the alleged non-compliance or other dispute. Such motion shall be filed with a Special Master, with opportunity for written response. The parties shall select a Special Master by mutual agreement, subject to approval by the Court, no later than thirty (30) days following final approval of this Decree. The Special Master shall have plenary authority to decide all issues regarding application, interpretation and enforcement of this Decree, as well as all issues raised pursuant to Section VIII B 4. The Special Master shall be authorized to conduct evidentiary proceedings, and to utilize such other procedures as deemed necessary to effectuate the purposes of this Decree. At the conclusion of any proceeding that the Special Master conducts, the Special Master shall issue a written determination setting forth the underlying findings of fact and conclusions of law, and detailing the remedy, if any, that is ordered. Such determinations shall be submitted to the Court for agreed entry, and shall have the same force and effect as agreed Orders of this Court. Decisions of the Special Master shall be final and binding on the parties, subject only to appeal to this Court on a claim that the finding is arbitrary, capricious or a manifest error of law. The Special Master may be removed only by unanimous agreement of the parties, or upon written motion and order of this Court, for good cause shown.

RAC is solely responsible for compensating the Special Master for all services performed in

connection with this Decree.

The parties shall give each other written notice prior to approaching the Special Master with any dispute. The Special Master, upon motion, may permit either the EEOC, Class Counsel, or Rent-A-Center to take discovery as provided by the Federal Rules of Civil Procedure. If good-faith efforts to resolve the matter have failed, and after written notice to the non-initiating party or parties, any party may file a motion with the Special Master, requesting resolution of the dispute or the issue of non-compliance, provided, however, that such motion shall be limited to the dispute(s) and/or issue(s) as to which the “meet and confer” provisions of this Section have been exhausted. The provisions of this Section do not prevent Class Counsel, the EEOC, or Rent-A-Center from promptly bringing an issue before the District Court when exigent facts and circumstances require immediate Court action to prevent a serious violation of the terms of the Consent Decree, which otherwise would be without meaningful remedy. The moving papers shall explain the facts and circumstances that allegedly necessitate immediate action by the District Court. If any such matter is brought before the District Court requesting immediate Court action, the opposing party or parties shall be provided with appropriate actual notice, and an opportunity to be heard in opposition to the motion, pursuant to the Local Rules of the District Court and the Federal Rules of Civil Procedure. The District Court in its discretion may set such procedures for emergency consideration as are appropriate to the particular facts and circumstances, but no such matter may be conducted on an ex parte basis.

Any dispute between the EEOC and Class Counsel, or the EEOC or Class Counsel and the Settlement Administrator shall be submitted by the EEOC, Class Counsel, or the Settlement Administrator to the District Court (and not the Special Master) for resolution. Rent-A-Center shall

not be joined in such dispute without the express written consent of Rent-A-Center.

Class Counsel or Counsel for the EEOC may petition the Court to hold Rent-A-Center or its officers, managers, or supervisors in contempt, but only after: (i) having exhausted the dispute resolution procedures set forth above without having obtained reasonably effective remedial action. A finding by a Court or jury in a different proceeding shall not be the basis on which Class Counsel or Counsel for the EEOC seeks a finding of contempt of Court in this action.

Individual class members shall not have standing to petition the Court to hold Rent-A-Center or its officers, manager, or supervisors in contempt for violation of the Consent Decree. Rather, any individual concerned about the Company's compliance with the Consent Decree may notify Class Counsel and/or Counsel for the EEOC, and request that they fulfill their responsibility to examine Rent-A-Center's compliance and to seek such relief, if any, as may be appropriate. Nothing in this Decree shall be deemed to create any right on the part of any third party beneficiaries to enforce this Decree.

XII. RELEASE OF CLAIMS

This Decree resolves all claims against RAC arising out of the Complaints filed in these actions, and includes all claims of sex discrimination under Title VII that were made or could have been made by Class Members in Wilfong et al. and all claims made by the Commission in Wilfong et al. and the Tennessee Case. It includes all claims that could be made by Class Members in Wilfong et al. of unlawful hiring, promotion, demotion, working conditions, harassment or termination for which a remedy is provided under this Decree, and all employment claims, except workers' compensation claims pending as of March 1, 2002, of the Wilfong Class Representatives and the three Named Charging Parties in the Tennessee Case. It does not include claims in any charges that may be pending

with EEOC that raise claims of discrimination other than sex discrimination.

The Settlement Administrator shall maintain the original of all signed Claim Forms and Releases until final approval of this Decree and final distribution of settlement amounts to each Eligible Claimant. An Eligible Claimant may sign a Release and Claim Form without giving up the right to object, and in no event shall the Settlement Administrator deliver any release to RAC until after the Court rules on objections and this Decree becomes final and binding.

XIII. ATTORNEYS' FEES AND COSTS

Counsel for Wilfong shall submit a fee application to the District Court sufficiently in advance of the Fairness Hearing so that the issue may be addressed at the Fairness Hearing. The Court shall determine the attorneys' fees, as well as costs and expenses of litigation to be paid to Class Counsel out of the Settlement Fund at the time of final approval of this Decree. Class Counsel has agreed to seek a fee of no more than \$10,500,000.00, and reimbursement of costs and expenses of no more than \$775,000.00 out of the Settlement Fund. Such fees, costs and expenses shall include time to be spent in the future defending the Decree, conferring with Class Members, reviewing the reports of RAC, conferring with the Consultant(s), and monitoring and enforcing the settlement. Payment of the fees and expenses shall be made by the Settlement Administrator no later than one (1) business day after Effective Date of the Consent Decree.

XIV. MISCELLANEOUS

A. Modification of This Decree

No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing, approved by all parties to this Decree, and approved by the Court or ordered by the

Court. The Parties shall use their best efforts to support and defend this Decree from any legal challenge whether by appeal, collateral attack, or objection.

B. Construction and Interpretation

Whenever possible, each provision and term of this Decree shall be interpreted in such a manner as to be valid and enforceable; provided, however, that in the event any provision or term of this Decree should be determined to be or rendered invalid or unenforceable, all other provisions and terms of this Decree shall remain in force. If application of any provision or term of this Decree to any person or circumstance should be determined to be invalid or unenforceable, the application of such provision or term to other persons and circumstances shall remain in force.

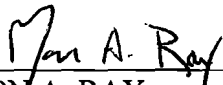
C. Integration

This Decree constitutes the complete agreement between the private plaintiffs in Wilfong et al., the EEOC and RAC with respect to the matters referred to herein.

SEDEY & RAY
Attorneys for Plaintiffs



MARY ANNE SEDEY



JON A. RAY
3030 S. Grand Blvd., Ste. 200
St. Louis, MO 63118
314/773-3566
314/773-3615 (fax)

SCHLICHTER, BOGARD & DENTON
Attorneys for Plaintiffs



JEROME J. SCHLICHTER


2661 North Illinois
Suite 187
Swansea, Illinois 62226
618/632-3329

100 South 4th Street
St. Louis, MO 63102
314/621-6115
314/621-7151 (fax)

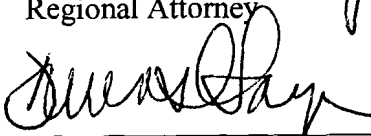
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Attorneys for Plaintiff-Intervenor

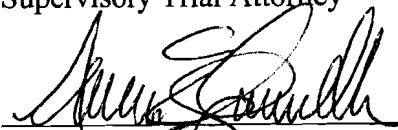
NICHOLAS M. INZEO
Acting Deputy General Counsel



ROBERT G. JOHNSON
Regional Attorney



DONNA L. HARPER
Supervisory Trial Attorney



ANNE E. GUSWELLE
Trial Attorney

ANDREA G. BARAN
Senior Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

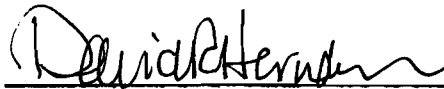
St. Louis District Office
Robert A. Young Federal Building
1222 Spruce, Room 8100
St. Louis, MO 63103
314/539-7914
314-539-7895 (fax)

WINSTEAD SECHREST & MINICK P.C.,
Attorneys for Defendant



DAN C. DARGENE
5400 Renaissance Tower
1201 Elm Street
Dallas, TX 75270
214-745-5400
214-745-5390 (fax)

PRELIMINARILY APPROVED AND SO ORDERED THIS 19th DAY OF
June, 2002:



HONORABLE DAVID R. HERNDON
UNITED STATES DISTRICT JUDGE

FINALLY APPROVED AND JUDGMENT ENTERED IN ACCORDANCE HERewith THIS
4th DAY OF October, 2002:



HONORABLE DAVID R. HERNDON
UNITED STATES DISTRICT JUDGE



CASE: 3:00-cv-00680
DOCUMENT: 221
DATE: 10/11/02
CLERK: dlr

Orders/Notices will be sent to:

Mary Sedey, 314-773-3615 fax
Jon Ray, 314-773-3615 fax
Jerome Schlichter, 314-621-7151 fax
Eric Todd,
Larry Bauer,
Michael Abcarian, 214-745-5390 fax
Michael Coles, 214-745-5390 fax
Franklin Wright, 214-745-5390 fax
Lisa Sorrell, 214-745-5390 fax
Dan Dargene, 214-745-5390 fax
John Smart, 214-745-5390 fax
Kevin Lorenz, 314-567-5968 fax
Thomas Berry, 314-567-5968 fax
John Gilbert, 618-277-1144 fax
Donna Harper, 314-539-7895 fax
Anne Gusewelle, 314-539-7895 fax
Earnestine Harris,