

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

MARGARET BUNCH,)
TRACY LEVINGS,)
STEPHANIE ROBINSON,)
RUBY P. SMITH,)
CHRISTY JOHNSON,)
CLAUDETTA DAVIS BARNES,)
ANGELA BYRD,)
KIMBERLY HALL,)
RETTA STEVENSON,)
SHEREE WATSON,)
APRIL ANDERSON, and,)
NICOLE BROWN,)
On behalf of themselves and)
all others similarly situated,)
Plaintiffs,)
v.)
RENT-A-CENTER, INC.,)
Defendant.)

Case No. 00-364-CV-W-3-ECF

JOINT DECLARATION OF CLASS COUNSEL
IN SUPPORT OF FINAL CERTIFICATION OF SETTLEMENT CLASS
AND FINAL APPROVAL OF THE PROPOSED SETTLEMENT

Steve White, Gene Graham, Dennis Egan, Bert Braud, John Klamann, Dirk Hubbard, and
Courtney Hueser declare as follows:

I. INTRODUCTION

1. I, Steve White, am a senior partner of the firm of White, Allinder, Graham & Buckley, Plaintiffs' co-counsel in the above-captioned action (the "Class Action"). I, together with my co-counsel representing Plaintiffs (collectively "Class Counsel"), have participated in the preparation and presentation of this matter which comes on for final approval of a Class

Action Settlement, final certification of a Settlement Class under Rule 23, and approval of an award of attorneys' fees and expenses.

2. I, Gene Graham, am a senior partner of the firm of White, Allinder and Graham, Plaintiffs' co-counsel in the above-captioned action (the "Class Action"). I, together with other Class Counsel herein, have likewise participated in the preparation and presentation of this matter which comes on for final approval of a Class Action Settlement, final certification of a Settlement Class under Rule 23, and approval of an award of attorneys' fees and expenses. I was responsible for the day-to-day management and prosecution of this Class Action. I, along with other Class Counsel, was directly involved in the negotiation of the terms of this Settlement. I have been directly involved in the Class Administration during the opt-out and post-opt-out periods and have had direct communications with numerous of the present and absent Class members.

3. I, Dennis Egan, am a senior partner of The Popham Law Firm, Plaintiffs' co-counsel in the above-captioned action (the "Class Action"). I, together with other Class Counsel herein, have likewise participated in the preparation and presentation of this matter which comes on for final approval of a Class Action Settlement, final certification of a Settlement Class under Rule 23, and approval of an award of attorneys' fees and expenses. I, along with other Class Counsel, was also directly involved in the negotiation of the terms of this Settlement.

4. I, Bert Braud, am a partner of The Popham Law Firm, Plaintiffs' co-counsel in the above-captioned action (the "Class Action"). I, together with other Class Counsel herein, have likewise participated in the preparation and presentation of this matter which comes on for final approval of a Class Action Settlement, final certification of a Settlement Class under Rule 23,

and approval of an award of attorneys' fees and expenses. I, along with other Class Counsel, was directly involved in the Administration of this Settlement during the opt-out and post-opt-out periods and in such capacity had numerous conversations and communications with absent Class members concerning the Settlement.

5. I, John Klamann, am a senior partner of the firm of Klamann and Hubbard, Plaintiffs' co-counsel in the above-captioned action (the "Class Action"). I, together with other Class Counsel herein, have participated in the preparation and presentation of this matter which comes on for final approval of a Class Action Settlement, final certification of a Settlement Class under Rule 23, and approval of an award of attorneys' fees and expenses. I, along with Gene Graham, was responsible for the day-to-day management and prosecution of this Class Action. I, along with other Class Counsel, was directly involved in the negotiation of the terms of this Settlement, and was directly involved in the Settlement Administration during the opt-out and post-opt-out periods.

6. I, Dirk Hubbard, am a senior partner of the firm of Klamann and Hubbard, Plaintiffs' co-counsel in the above-captioned action (the "Class Action"). I, together with other Class Counsel herein, have participated in the preparation and presentation of this matter which comes on for final approval of a Class Action Settlement, final certification of a Settlement Class under Rule 23, and approval of an award of attorneys' fees and expenses. I, along with Gene Graham, John Klamann, and Courtney Hueser, was involved in the day-to-day prosecution of this Class Action. I, along with other Class Counsel, was directly involved in the negotiation of the terms of this Settlement, and was directly involved in the Settlement Administration during the opt-out and post-opt-out periods..

7. I, Courtney Hueser, am an associate attorney employed by the firm of Klamann and Hubbard, Plaintiffs' co-counsel in the above-captioned action (the "Class Action"). I, together with other Class Counsel herein, have participated in the preparation and presentation of this matter which comes on for final approval of a Class Action Settlement, final certification of a Settlement Class under Rule 23, and approval of an award of attorneys' fees and expenses. I, along with Gene Graham, John Klamann, and Dirk Hubbard, was involved in the day-to-day prosecution of this Class Action. I, along with other Class Counsel, was directly involved in the negotiation of the terms of this Settlement, and was directly involved in the Settlement Administration during the opt-out and post-opt-out periods. I have had numerous conversations and communications with present and absent Class members.

8. We submit this Joint Declaration in support of Class Representatives' Brief in Support of Final Approval of Stipulation and Settlement Agreement, Certification of Settlement Class, and Entry of Consent Decree ("Fairness Brief"). We have variously and actively participated in the material aspects of this litigation and the related settlement negotiations, and we are familiar with the facts set forth in this Joint Declaration.

9. The purpose of the Joint Declaration is to draw the Court's attention to fundamental matters pertaining to the Court's consideration of the Settlement, final certification of the Settlement Class, and Class Counsel's application for attorneys' fees and reimbursement of expenses.

10. The proposed Settlement offers extraordinary relief for the Class of females currently and/or formerly employed at Rent-A-Center, as well as females who applied for work at Rent-A-Center but were refused employment during the Class Period. The Settlement provides

cash relief to the Class members in the amount of \$12,250,000.00. Class members have the option to participate in either the automatic general relief (providing a minimum of \$8,000,000.00 in guaranteed relief) or the ADR process wherein claims will be individually reviewed and scored and are eligible for up to \$50,000.00 in relief per claim. The relief choices are designed to address the damages, if any, sustained by Class members and to provide meaningful relief that will fulfill their needs and expectations.

11. The Settlement's automatic general relief benefits are available to all Class members, regardless of their proof of individual discrimination. The ADR Relief is intended to compensate Class members who desire an individualized review of their claims of discrimination. Each ADR Claimant has the right to submit her individualized claim for review in a non-adversarial, uncontested process and to seek her actual economic damages (up to certain specified caps). Specific details of the cash portions of the Settlement are spelled out in the Stipulation and Settlement Agreement, in the Notice of Settlement, and in the ADR Instructions which were included in the Notice Packets and are discussed further in the Fairness Brief in support of final approval.

II. THE NATURE OF PLAINTIFFS' CLAIMS

12. Plaintiffs allege that during the Class Period, Rent-A-Center discriminated against its female employees and applicants for employment in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. section 2000e, et seq. (Title VII). Specifically, Plaintiffs allege that Rent-A-Center ("RAC") discriminated against women in the terms and conditions of their employment, in hiring, promotion, and termination, and by sexually harassing them and retaliating against them. Plaintiffs sought declaratory relief, injunctive relief, and monetary

damages on behalf of female current and former employees and applicants for employment at RAC. Hereinafter, we respectfully refer the Court to Plaintiffs' Second Amended Class Action Complaint for a more comprehensive statement of the Plaintiffs' allegations. All references are to paragraphs (denoted as "¶" or as "¶¶") in the Second Amended Class Action Complaint.

A. Rent-A-Center's Seventy-Five Pound Weight-Lifting Policy

13. Plaintiffs allege that RAC imposed a 75 pound lifting requirement upon its employees. ¶ 2(g). The requirement had an alleged discriminatory impact upon females at RAC and discouraged them from applying for jobs and/or disqualified them from being hired or retained. ¶¶13, 16, 18, 28, 30, 79, 97, 108, 112. The alleged adverse impact of this requirement, which limited the numbers of women entering the workforce at RAC, was apparent from the EEO-1 forms and other data showing that women were employed at RAC in small numbers. *Id.* At no time prior to the litigation, however, did RAC perform a formal job analysis or job-relatedness study to determine that this requirement was reasonable or business-related. Further, the 75 pound weight-lifting requirement was allegedly used to harass female employees at RAC. ¶¶13, 16, 79, 97, 108, . The existence of this requirement constituted one of the alleged common facts around which the Class was formed. ¶¶22(c), 22(d), 28(a), 30(d).

B. Rent-A-Center's Use of the APT Management Test

14. Once hired, women at RAC were routinely subjected to the so-called APT Management Test. ¶ 2(b). This was a test which purportedly measured the aptitude of employees at RAC for management positions and responsibilities. Plaintiffs alleged that they were required to take the test at RAC. ¶¶ 8, 10, 11, 12, 13, 14, 15, 16, 42, 61, 64, 73, 78, 85, 90, 107. Plaintiffs alleged that the APT Management Test was invasive and offensive in nature (¶ 16) and that the

Test and the associated “APT Profile” were discriminatory toward women, violated their privacy, sexually harassed them, and adversely impacted their employment opportunities at RAC. ¶¶ 42, 65, 69, 74, 78, 107. The alleged adverse impact upon women caused by the requirement to take the APT Test was one of the common issues upon which this Class Action was based. ¶¶ 22(e), 22 (f).

C. Rent-A-Center’s Pattern and Practice of Gender Discrimination

15. Plaintiffs allege that RAC engaged in a pattern and practice of discrimination and sexual harassment against women employed by it. ¶¶ 1, 2(a), 2(c), 2(e), 2(f), 2(h), 2(j), 3, 11, 13, 16. The use of the 75 pound weight lifting requirement to restrict entry and/or limit retention of women and the implementation of the APT Management Test requirement to inhibit their advancement were a part of an alleged overall pattern and practice at RAC of discrimination against and sexual harassment of women. ¶¶ 28, 30, 126. The question of whether such a pattern and practice existed and continued to exist was among the common issues around which the Class was organized. ¶¶ 22(t), 22(u), 22(w), 22(x).

III. HISTORY OF LITIGATION AND SETTLEMENT NEGOTIATIONS

A. Procedural History

16. The procedural history of this action is set forth in detail in Section II of the Class Representatives’ Fairness Brief.

B. Discovery and Investigation

17. During the initial pendency of these proceedings, the Plaintiffs’ counsel were actively engaged in the prosecution of other discrimination litigation against RAC. In that litigation, due to overlapping issues of concern about the general environment at RAC and its

overall policies and procedures (such as the elimination of the HR department after the merger between Thorn Americas, Inc. d/b/a Rent-A-Center and Renters Choice, Inc.), Plaintiffs' counsel conducted substantial investigation into issues and matters relevant to this action. For example, the EEO-1 forms from RAC and its predecessor Renters Choice, whose management and business plan would succeed the merger and dominate the post-merger company, were discovered and analyzed, both for their reflection of the African American segment of the workforce in the race case and for their demonstration of the overwhelming predominance of males in the workforce, relevant to the gender case. In addition, the corporate hierarchy, structure and organization were discovered in the race cases and investigated at the same time in the gender case through contacts with the Texas and Delaware Secretaries of State as well as through depositions taken of Company representatives. The policies and procedures of the Company — such as the “Open Door Policy” — were simultaneously discovered and investigated in both cases. Witnesses were interviewed and deposed concerning the anecdotal evidence of discriminatory treatment of African Americans and of women. The depositions of all of the Regional Vice-Presidents were taken in the race cases and provided important investigatory information and leads for the gender case. A summary of Plaintiffs' Counsel's work in these cases is contained in Exhibit 23 to the Fairness Brief.

18. In addition to the formal discovery in the race cases, Plaintiffs' counsel were also interviewing witnesses and victims of gender discrimination at RAC during the early phases of this case. These interviews were important in ascertaining the pattern and practice elements of discriminatory treatment of women at RAC and in exploring and documenting the wide-spread

use and impact of the 75 pound weight-lifting requirement, the APT Test, and the general hostility toward women at RAC.

19. Following the amendment of the Bunch and Levings cases to assert class action allegations, Plaintiffs' counsel devised a "discovery plan" and initiated substantial written discovery, ultimately serving two separate sets of written interrogatories, five sets of document requests, and a set of requests for admissions.

20. Further, Plaintiffs' prepared a series of Rule 23(b)(3) deposition notices on the Defendant, requesting testimony from the Company itself on the following subjects:

- (a) The five most frequently cited reasons during the period November 11, 1995 through December 23, 1998 why female employees of Renters Choice, Inc. and Renter-A-Center, Inc. terminated their employment from either of said companies, as disclosed on the PCF (Personnel Change Forms) or otherwise. Exhibit 56 was developed and produced in response to this Request. The Defendant was then requested to exactly duplicate its efforts taken in response to the previous request of Plaintiffs for similar information concerning women and to prepare a spreadsheet exactly like Exhibit 56, except that the data shows the information for males who were terminated instead of the females. (Witness Marc Tuckey, 3-26-01)
- (b) The numbers of men and women who held job titles which were the same as those shown on Exhibit 56 for women: 1) who were terminated for the reason set forth in termination code "job eliminated," and 2) who were not terminated from the company;
- (c) Any defense presented by Defendant in this case that conditions have changed and improved at Rent-A-Center, Inc. from what they were as of December 23, 1998;
- (d) Compliance by Renters Choice, Inc. and Rent-A-Center, Inc. with 29 C.F.R. Section 1607.4 regarding testing, selection process, and job criteria;
- (e) The maintenance of records and/or other information which will disclose the impact which its tests concerning weight lifting had upon employment opportunities for women;

- (f) The maintenance of records and/or other information which will disclose the impact which its employment tests had upon employment opportunities for women;
- (g) The maintenance of records and/or other information which will disclose the impact which its tests and other selection procedures had upon employment opportunities for women;
- (h) Any and all data and other information concerning the representation of women in any labor market wherein Renters Choice, Inc. and/or Rent-A-Center, Inc. did business during the aforesaid time period;
- (i) The creation, adoption, dissemination, implementation, oversight, and enforcement of any requirement that defendant's employees have the physical strength to lift 75 pounds or any other weight as a condition of employment;
- (j) RAC rules, regulation, policies, procedures, and practices regarding the entry of any information from "critical information reports" and/or "critical information sheets" into any database or other information retention or management system;
- (k) The policies and procedures at Rent-A-Center, Inc. relating to discrimination based upon gender;
- (l) The policies and procedures at Rent-A-Center, Inc. relating to any lifting requirement as a condition for employment;
- (m) The policies and procedures at Rent-A-Center, Inc. relating to any job criteria or requirement which defendant contends establishes a legal basis for discriminating between males and females with regard for their respective qualifications for employment at Rent-A-Center;
- (n) Official job titles and job descriptions for all positions from the entry level position through Regional Director at Rent-A-Center, Inc. and the identity of official company documents setting forth such titles and/or job descriptions;
- (o) The identity, purpose, use, scoring, verification, documentation and computerization of any and all standardized tests (and test results), including without limitation any and all APT tests, administered to management personnel at Renters Choice, Inc. and/or Rent-A-Center, Inc.;

- (p) The identity and weight of the items in the rent-to-own inventories of Renters Choice, Inc. and Rent-A-Center, Inc. during the period July 1, 1998 to the present and the average numbers of each type of furniture, TV, and appliance delivered by Renters Choice, Inc. and/or Rent-A-Center, Inc. per month; and,
- (q) The operation, policies, procedures, and practices of the Operations, Inventory, Payroll, Benefits, and Computer departments of Renters Choice, Inc. and/or Rent-A-Center, Inc.;

21. RAC objected to numerous discovery and deposition requests, resulting in substantial Motion practice in each of the first four months of 2001. Court Orders were entered in approximately February, March, April, and May 2001 compelling discovery from the Defendant.

22. In addition to the Rule 30(b)(6) depositions requested by Plaintiffs, several targeted depositions were taken (some with the assistance of court orders) of specific RAC witnesses and employees. Ultimately, whether by virtue of a Rule 30(b)(6) deposition Notice or by a specifically targeted Notice, the following witnesses from RAC were deposed by Plaintiffs' counsel on at least the following topics:

Marty Roustio:	Manager of Co-Worker Relations and 30(b)(6) witness deposed on February 7, 2001.
Marc Tuckey:	Manager of Human Resources and 30(b)(6) witness deposed on various topics on February 9, March 15, and April 5, 2001.
Joe Arnette:	Vice President and 30(b)(6) witness on testing and training, deposed on March 6 and May 9, 2001.
Greg Toon:	Manager of the Payroll Department and 30(b)(6) witness on operations, policies, procedures and practices of the payroll department, deposed on March 7, 2001.

Kevin Marlin:	Vice President of Merchandising and 30(b)(6) witness on weight of inventory items, deposed on March 8, 2001.
Robert Davis:	Chief Financial Officer and 30(b)(6) witness on the termination of human resources department employees, deposed on March 15, 2001.
Kristi Toupal:	Director of Accounting Distributions and 30(b)(6) witness on EEO-1 Reports, deposed on March 14, 2001.
Dana Goble:	Executive Vice President, Chief Operating Officer and 30(b)(6) witness on operations, compensation, and job descriptions, deposed on May 8, 2001.
Harry Weisbrod:	Head of Weisbrod & Associates, Rent-A-Center's outsourced human resources department, deposed on May 21, 2001; and,
Ernie Talley:	Chairman of the Board, deposed on May 22, 2001.

23. Plaintiffs also pursued discovery of independent witnesses in this case, including former HR and other employees of Thorn Americas, to demonstrate the significance of the elimination of the HR Department from RAC following the merger.

24. Further, Plaintiffs aggressively pursued discovery from Associated Personnel Technicians (APT) in Wichita, Kansas. APT had been used by Ernie Talley, the founder, principal shareholder and Chairman of the Board of RAC, to do employment testing of prospective and existing employees. The deposition was taken of Michael Walter, the business manager of APT, and documents consisting of the validation and statistical work underlying the testing were discovered. Many thousands of documents were reviewed, photocopied and obtained from APT consisting of the actual test results and reports concerning female applicants and employees of RAC. And, one of the country's leading experts on such testing — Dr. James

N. Butcher from the University of Minnesota — was retained and consulted by Class Counsel regarding the use and effects of the APT Test.

25. Plaintiffs also discovered certain databases kept in the ordinary course of RAC's business, including the AS400 database of Thorn employees used by RAC until January 1, 1999, the HighTouch database system used by Renters Choice and then Rent-A-Center, Inc., and the Lawson System used by Rent-A-Center, Inc. Plaintiffs had previously taken the deposition of Roscoe Wasco and others in the race discrimination cases concerning the use and elements of these databases. Plaintiffs retained the services of Dr. Charles Mann and Associates, a prominent statistician from Washington, D.C., to examine these databases in this case and opine concerning the treatment of females at RAC as reflected by the statistics.

26. Plaintiffs also retained the services of other experts: Dr. Leaetta Hough, an industrial psychologist, and Ms. Jan Duffy, an expert on human resource issues. Dr. Hough consulted with Plaintiffs concerning workplace issues such as the 75 pound weight-lifting requirement, various elements of the management testing, and other matters. Ms. Duffy had previously examined RAC's HR policies and procedures in the race cases and was familiar with them. She has since provided expert consultation concerning the programmatic relief which has been structured as a part of the Settlement of this case.

27. Armed with the results of their extensive discovery and investigation, Plaintiffs were well-positioned to pursue and reach a favorable settlement agreement with RAC. Extensive and very contentious settlement negotiations continued over a period of three-and-one-half months before an agreement in principle was reached and reported to the Court on or about September 17, 2001. Another one-and one-half months of negotiations were conducted

thereafter in preparation of the Settlement documentation. A Stipulation and Settlement Agreement was ultimately submitted to the Court on October 31, 2001.

C. Summary of Settlement Negotiations

28. Meaningful settlement negotiations commenced after both parties had engaged in contentious litigation, extensive discovery and a full evaluation of the case issues.

29. On or about May 22, 2001, the parties met for the deposition of Mr. Ernie Talley, the Chairman of the Board of RAC whose deposition had been ordered by the Court. During the course of that deposition, a suggestion was made by Defendant that settlement negotiations be undertaken. Thereafter, Defendant requested a written demand from the Plaintiffs and on June 1, 2001, a written demand for settlement was made by Plaintiffs.

30. Between June 1, 2001 and June 21, 2001, Plaintiffs continued their evaluation of the case and their settlement requirements.

31. On or about June 21 and 22, 2001, RAC and the Plaintiffs exchanged writings containing an offer and counter-offer. At this time, the parties were far apart on material terms and Settlement was far from certain, even unlikely. However, the parties remained engaged.

32. On June 28 and 29, 2001, the parties again exchanged written counter-offers.

33. On July 3, 5, 10, 13, 16, 18, 20, and 24, 2001, the parties again were in written and/or oral communication concerning settlement. Written counter-offers were again exchanged and discussed.

34. On August 6, 14, 22, and 29, 2001, the parties were in telephone communication concerning settlement. On August 14, 2001, counsel for the parties had made sufficient progress in their negotiations that they began a series of face-to-face meetings for the express purpose of

continuing their negotiations in person. Follow-up meetings occurred on August 16 and 31, 2001. Each meeting occurred at the offices of Stinson, Mag and lasted generally from 9:00 in the morning to 3:00 in the afternoon. The meetings were usually attended by Bob Driscoll and Dan Dargene for the defendant and Gene Graham, John Klamann, Dirk Hubbard, and Dennis Egan for the Plaintiffs. Numerous proposals and counter-proposals were exchanged in the course of each meeting.

35. On September 5 and 6, 2001, the parties were again in telephone and written contact concerning settlement. Counter-offers were again exchanged by the parties. The parties met again on September 7, 2001, at the Stinson Mag offices in Kansas City and numerous counter-offers were exchanged. On September 10 and 14, 2001, the parties were again in contact by telephone and in writing to discuss and negotiate settlement. Finally, on September 17, 2001, final settlement proposals were made and an agreement in principle was reached concerning the major terms of the Settlement.

36. On September 17, 2001, the parties called the Court to advise that a class settlement in principle had been reached and that the parties would be filing documents with the Court for its consideration.

37. Between September 23, 2001 and October 31, 2001, the parties drafted and exchanged numerous versions of the settlement documentation which was detailed and complex. The Stipulation and Settlement Agreement alone contained more than twenty-five (25) pages. There were also nine (9) different attachments to the Agreement.

38. Throughout the course of the settlement negotiations, the Plaintiffs refused to discuss attorneys fees with the Defendant until the settlement amount for the Class and the

parameters of the programmatic relief for the Class had been agreed upon. The parties ultimately agreed that a cap would be placed upon the attorneys fees and costs but that no set amount of attorneys fees would be established and that the Court would determine attorneys fees based upon a submission to be made by the Plaintiffs' counsel.

39. On October 31, 2001, the Stipulation and Settlement Agreement was filed with the Court by ECF, followed by the paper filing of fully executed copies of the same with attachments on November 2, 2001.

IV. OVERVIEW OF SETTLEMENT BENEFITS

A. Cash Benefits — The Automatic General Relief

40. Every Class member had the opportunity to participate in the cash awards provided by the Settlement. Under the automatic general relief, Class members were automatically entitled to an award calculated solely upon the objective criteria of their length of employment. Units of employment duration were defined in six month increments and \$1,000 was to be paid for each six months that a Class member was employed at RAC during the Class Period. Class members could receive anywhere from \$1,000 to \$7,000, depending on the length of their employment with RAC. All Class members were to receive this automatic option unless they elected to participate in the ADR option.

41. It was the intent of the Settlement that the automatic general relief provide a cost-free, automatic entitlement to cash settlement benefits. There was no requirement that any Class member make any showing of discrimination by RAC as a pre-condition to eligibility for the automatic general relief. It was also the intention of the Settlement that amounts be distributed within a short period of time following final approval of the Settlement, barring unforeseen

events or appeal. Most Class members have already been informed of the estimated amount of their automatic relief as calculated by the Settlement Administrator based upon the verified list provided by RAC from its databases. A Verification Form was provided in Class Notice Packets which set forth this amount and enabled Class members to verify or challenge the estimated amount. According to the data kept and reported by the Settlement Administrator, more than 1,600 Class members affirmatively sent in a Verification Form indicating their desire to obtain the automatic relief. Class members were also advised that sending in no form would result in their receiving the automatic general relief, and approximately 1400 Class members who are believed to have actually received mailed notice chose to do nothing and accept the automatic relief.

42. Based upon calculations by the Settlement Administrator and guarantees made by RAC, Class Counsel believe that sufficient funds exist in the Automatic General Relief fund to pay each class member the amount estimated in her Notice packet.

43. Applicant members of the Class should receive \$500 in automatic relief once they have returned a Claim Form verifying their status as a Class member. Applicant members of the Class who suffered higher damages as a result of their application for employment at RAC were given the option to participate in the Applicant ADR where relief of up to \$5,000 per claim was available. The Settlement Administrator reported that 53 Applicants requested a Claim Form and 28 Applicants returned their Claim Forms. Twenty-one (21) Applicants could receive automatic relief and seven (7) Applicants could participate in the Applicant ADR

44. Following the completion of the ADR and Applicant payment processes, monies left over from the funds segregated for those payments, if any, were to be rolled over into the

employee automatic general relief fund and a second distribution made to the employee members of the Class who received automatic relief.

B. Cash Benefits — The ADR Relief

45. Every Class member had the option to forego the automatic general relief and participate instead in the ADR process which had been established. The purpose of the ADR was to enable those Class members who wished to make individualized claims for discrimination and the resultant damages to do so. Approximately 115 Employee Class members and 7 Applicant Class members elected the ADR.

46. Although the ADR process was intended to provide a mechanism by which individual claims of discrimination could be reviewed and evaluated, the process was entirely voluntary, non- adversarial and uncontested. Each ADR claimant entered the process with a presumption in her favor of discrimination. RAC was not to participate in the process to resist claims and no monies dedicated to the ADR Fund are refundable to RAC. Four Million, Two-Hundred Fifty Thousand Dollars (\$4,250,000.00), minus the amount payable to Applicant members of the Class, was dedicated to this Fund

47. Employee ADR claims of discrimination were broken out into four (4) categories: termination, promotion, terms and conditions, and harassment. The damages which could be awarded in each category were capped as follows: Termination – \$30,000; promotion – \$25,000; terms and conditions – \$25,000; and harassment – \$25,000. If an ADR claimant made claims in multiple categories, each category cap applied to the claim in that category and the total damages awardable to that Claimant are capped at \$50,000.00.

48. The ADR process contemplated that a Claim Reviewer would be appointed and approved and that the Claim Reviewer would be responsible, with the assistance of Class Counsel and the Settlement Administrator, for implementing the ADR process. Pursuant to the terms of the Settlement, the Claim Reviewer would receive the ADR Claim Form and any accompanying documents supporting the claim submitted by the ADR Claimant. The Claim Reviewer would then assemble a claim file for each ADR Claimant which contained those documents and all other materials assembled or prepared in connection with the claim. The Claim Reviewer would obtain documents from RAC consisting of the personnel file for the employee. The Claim Reviewer would then score the claim and determine damages. Damage awards could consist of the automatic general relief to which the claimant was entitled if no affirmative evidence of discrimination was received, or 80%, 100%, or 120% of the damages depending upon the weight of the evidence of actual discrimination, employing either minimal, “preponderance,” and/or “clear and convincing” standards, respectively. Caps on damages applied as set forth in the previous paragraph. If the total amount of all ADR awards exceeded the amount in the ADR Fund, then individual damage awards would be pro rated to achieve a distribution of the entire sum in the ADR Fund to ADR claimants.

49. Class Counsel nominate Ms. Betsy Ann Stewart to be the Claim Reviewer. Ms. Stewart is an experienced litigator and trial attorney. She has substantial experience in the field of discrimination and equal employment opportunity litigation. She is also an experienced mediator and arbitrator. She is a member of numerous women’s organizations and an advocate for women’s rights and equity in the work place. Ms. Stewart’s CV is attached as Exhibit 1.

C. The Programmatic Relief

50. The Settlement also provides for substantial changes at Rent-A-Center, Inc., including the implementation of numerous new policies and procedures intended to improve the opportunities and protections afforded female employees at the Company. This bundle of changes is organized in seven (7) categories set forth in the Stipulation and Settlement Agreement at paragraph 45, pages 16 through 22 and in the Consent Decree proposed by the parties.

51. The first category of relief establishes a Company-wide policy, dissemination of a policy statement, and a commitment to annual reaffirmation of the policy. It also provides for assignment of specific managerial responsibility for enforcing the policies. The Consent Decree provides for stipulated language to be used in the message from the Company and for specific language to be used in the policy documents themselves.

52. The second and third categories eliminate the 75 pound weight lifting requirement and the use of the APT Management Test results at RAC. Further, RAC is required to make disclosures and provide training regarding lifting activities and to use only properly designed, validated, and administered employment testing.

53. The fourth category addresses training. RAC is required to provide comprehensive, detailed workplace equity education for all of its employees on a continuing basis pursuant to mandated specifics. An outside consultant is to be retained and used to assist in the design and implementation of this training.

54. The fifth category of programmatic relief deals with the institution of discrimination and harassment complaint and reporting procedures. Requirements are

established for training, staffing, reporting, investigation, evaluation, discipline, and record-keeping.

55. The sixth category of programmatic relief relates to hiring, retention, and promotion of women. Applicant flow data is to be kept for evaluation. Recruitment efforts are to be put in place with the aid of an outside consultant. New and/or improved policies and procedures are established to assure equal access to promotion opportunities. Hiring and promotion practices will be affirmatively reviewed to assure discrimination is not taking place. The full array of the new complaint and review procedures will automatically become available to females threatened with termination.

56. The seventh category of programmatic relief provided by the Settlement has to do with terms and conditions of employment. In addition to the complaint procedures mentioned above and which allow individual claims of discrimination to be filed, investigated and resolved, specific provisions are made in the Settlement to address problems which have arisen in the past wherein women at RAC have been subjected to duties assigned especially to them, such as housekeeping. Further, no pregnancy-related illegal discrimination will occur.

57. The parties have signed, consistent with the terms and spirit of the Stipulation and Settlement Agreement, a Consent Decree which the Court would be asked to enter in aid of the Settlement, spelling out the details of the Settlement, and providing for monitoring and enforcement. This Consent Decree would enable the members of the Class to, among other things, obtain enforcement of the terms of the Settlement and an equitable, gender-neutral environment, without the need to instigate new litigation.

D. Other Settlement Consideration to be Paid by Rent-A-Center, Inc.

58. Pursuant to the Stipulation and Settlement Agreement, Rent-A-Center, Inc. is obligated to pay, up to a maximum of \$500,000, other costs and expenses typically borne by the class (in addition to the automatic and ADR relief) consisting of settlement administration costs, including the costs of implementing and operating the ADR (including the compensation to be paid to the Claims Reviewer.) That \$500,000.00 has already been paid over to the Settlement Administrator to be spent as directed and approved by Class Counsel, with periodic accounting to the Court. No part of this payment is refundable to RAC. Post-settlement administration costs have been budgeted so that they are expected to be less than the \$500,000 paid by RAC.

59. In addition, Rent-A-Center, Inc. is required to pay, as a separate item, all attorneys fees and reimbursed expenses of Plaintiffs' attorneys and Class Counsel. Usually, in class actions, such fees and expenses are paid out of the common fund created by the settlement. Here, however, the common fund of \$12,250,000.00 was dedicated solely to paying the Class members their awards. Class Counsel will submit their Motion for attorneys fees and reimbursement of expenses to the Court. The Court should consider that submission in light of RAC's present agreement to pay these fees and expenses at the capped rate. Were the attorney fees and expenses cap plus and the net amounts payable to the Class members to be combined into a common fund from which attorneys fees and expenses were to be taken (resulting in a common fund of \$15.25 million)¹, the cap on attorneys fees and expenses would constitute an approximate

¹Any amount left over from the \$500,000 Settlement Administration Fund after the Settlement administration (including the ADR process) has been completed goes toward the attorney fees cap. Since more than \$350,000 remains in the Fund, the "common fund" is approximately \$15.25 million.

19.7% attorneys' fee. This amount has been approved as reasonable in numerous cases. It is especially reasonable in light of the fact that it is paid by Defendant in addition to, and not as a part of, the awards to the Class.

V. CLASS NOTICE AND OUTREACH PROGRAM

60. Plaintiffs negotiated an outreach program designed to inform and educate the Class members about the Settlement. This outreach program involved a detailed Notice Packet mailed by first class mail to Class members² at addresses which RAC was required to provide to the Settlement Administrator in a verified list. All Notice packets returned by the U.S. Postal Service with a forwarding address were promptly re-mailed. For Notice Packets returned by the U.S. Postal Service without forwarding addresses, address searches were performed and Notice Packets were re-mailed to new addresses. The Notice Packets included this Court's Notice which described in precise detail all necessary information concerning the Settlement and the Class members' rights to participate, object to, or exclude themselves from the Settlement. The Notice Packets also contained an ADR Instruction booklet which provided substantial information concerning the ADR option. The Notice Packets also included color-coded forms which contained important information about the Settlement as well as guidance for participation in it and/or exclusion from it. These Color-coded forms for employee Class members included a yellow Verification Form, a green ADR Election Form, a blue form used to challenge dates of employment (Request for Review Form), and a beige/tan Request for Exclusion Form.

61. In addition to the individual Notice Packets which were mailed to Class members, a summary notice was published in the national edition of the USA Today newspaper on

²See Exhibit 14 to the Fairness Brief, the Declaration of Settlement Administrator.

December 10, 2001.³ Class members were advised, inter alia, of the manner in which they could obtain Notice Packets from the Settlement Administrator and of the availability of a toll-free number and a post-office box through which they could seek additional information concerning the Settlement and their rights concerning the same.

62. Further, Plaintiffs created an information center at the offices of the Settlement Administrator. The information center was staffed by specially trained operators to answer Class members' questions about the Settlement. A nationwide toll-free telephone number was established and provided to Class members in the Notice Packets and in the published notice.

63. The information center became operational on or about December 10, 2001, and it remained open until the expiration of the opt-out period. It was open Monday through Friday between the hours of 7:00 a.m. and 7:00 p.m. CST, except on legal holidays. The phone lines at the information center were staffed by operators trained jointly by Class Counsel and the Settlement Administrator before the information center was opened. Data concerning the number of calls and related information was recorded by the Settlement Administrator.⁴ As of the close of business on January 25, 2002, the trained operators handled over 1200 telephone calls from Class members.⁵

64. Class Counsel herein reviewed, edited and approved all training materials and scripts for the operators and jointly trained the operators before the information center was opened (including instructing operators of their responsibilities to provide fair, accurate and

³Id.

⁴Id.

⁵Id.

impartial information to Class members). In addition, Class Counsel herein have been on-site monitoring incoming calls to ensure that accurate, complete information was provided to Class members. Class Counsel have also been on-site continuously to speak directly with Class members who either ask to speak with an attorney or whose questions were more properly answered by Class Counsel. As of January 25, 2002, Class Counsel had personally spoken with approximately 300 Class members.

65. In addition to the above, the information center also participated in and facilitated written communications as necessary between Class Counsel and Class members. This communication is described more fully in the Declaration of Bert Braud concerning Class Communications. (Exhibit 9 to Class Representatives' Response to Objections).

VI. THE RELEASE

66. In return for the benefits provided by the Settlement, Class members would release all claims that have been or could have been asserted in this lawsuit and would release Rent-A-Center, Inc. from liability as specified in the Stipulation and Settlement Agreement. The Release, however, was intended only to cover discrimination which occurred during the Class Period.

VII. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

67. As discussed, the Settlement was extensively negotiated at arms' length in an adversarial setting by experienced counsel who are fully familiar with all aspects of class action litigation. Before entering into the Settlement, Plaintiffs' Counsel took into account, inter alia, the criteria for determining whether the settlement is fair, adequate and reasonable. The recognized criteria include the judgment of experienced counsel and the promotion of the public

interest. We believe the Settlement exceeds the Eighth Circuit's criteria for determining whether the Settlement is fair, adequate and reasonable.

68. This Settlement promotes the public interest by providing aggrieved female employees, former employees, and applicants for employment an avenue of prompt and valuable relief for their claims at virtually no cost to them. In many cases, this Settlement provides relief where individual members of the Class had otherwise foregone their claims and had allowed their individual statutes of limitations to expire. In addition, this Settlement avoided the duplicative individual suits which drain the resources of the courts.

69. The Settlement also promotes the public interest in that it saves valuable resources of the courts (at both the District and Circuit levels), the parties, and the individual members of the Class which would otherwise be consumed were this case to remain ongoing as active litigation.

70. Moreover, while Plaintiffs' claims are exceedingly strong — and were negotiated from this position — RAC nevertheless had a number of potentially-strong legal, factual, and technical defenses. RAC contested and expressed an intention to continue to contest, every aspect of Plaintiffs' claims. All of those defenses are eliminated as to the Class by virtue of this Settlement.

71. The Settlement permits prompt, favorable resolution of the claims against Rent-A-Center, Inc. Thousands of women whose claims may have been barred by statutes of limitations or their failure to timely pursue administrative remedies, or by other defenses, now have access to awards in a cost-free process and indeed have access to a cost-free ADR where not only are their claims revived but they may be heard under a presumption of discrimination that otherwise

would be theirs only if they first prevail on the pattern and practice common issues trial. Further, these claimants would have their claims reviewed under standards of proof that are relaxed and in a process where personal appearances need not be made, evidentiary objections would not be made, and adversarial challenges would be non-existent.

72. The programmatic relief provided in the Settlement is carefully tailored to address the nature of Plaintiffs' allegations and to assist the Class in obtaining a fair and equitable workplace at RAC. Further, the automatic cash relief offered by way of the Settlement is calculated to compensate in approximate terms for the amount of time the Class Member spent in the working environment at RAC, (regardless of personal experiences) while at the same time providing awards that are guaranteed, quick, and effortless to obtain. Through the ADR option, monetary relief is specifically tailored to address the nature of the allegations and the types of claims that individual Class members may have while allowing them to present evidence of and recover their actual damages up to specified limits reflecting calculable values for actual losses. In sum, the relief in this case is reasonably related to the claims in the case and Class Representatives receive no special relief or benefits.

VIII. CONCLUSION

73. In view of the substantial benefits conferred by this Settlement on the Class and its fairness, reasonableness and adequacy and satisfaction of the requirements of Rule 23, Plaintiffs and Class Counsel respectfully request that this Settlement be found to be fair, reasonable and adequate. Plaintiffs and Class Counsel also request that the Settlement Class be finally certified and that the Settlement be given final approval in the event that an alternative global settlement is not approved which includes all members of this Class and which provides

benefits and relief equal to or in excess of the benefits and relief provided to each member of the Class herein. Class Representatives and Class Counsel also request the Court's Order finding Class Counsel's attorneys' fees and expenses to be reasonable and ordering Rent-A-Center, Inc. to pay the agreed sum of \$3 million to Class Counsel as attorneys' fees and expenses for good and valuable services rendered in the interests of the Class, in aid of the settlement of Class claims, and in aid of the establishment of programmatic and injunctive relief.

I declare under penalty of perjury under the laws of the State of Missouri/Kansas that the foregoing is true and correct to the best of my knowledge and that I have personal knowledge of the matters contained herein. If called as a witness, I could and would competently testify thereto.

Executed this 25th day of March, 2002, at Kansas City, Missouri.

/s/ Steve White
STEVE WHITE

I declare under penalty of perjury under the laws of the State of Missouri/Kansas that the foregoing is true and correct to the best of my knowledge and that I have personal knowledge of the matters contained herein. If called as a witness, I could and would competently testify thereto.

Executed this 25th day of March, 2002, at Kansas City, Missouri.

/s/ Gene Graham
GENE GRAHAM

I declare under penalty of perjury under the laws of the State of Missouri/Kansas that the foregoing is true and correct to the best of my knowledge and that I have personal knowledge of the matters contained herein. If called as a witness, I could and would competently testify thereto.

Executed this 21st day of March, 2002, at Kansas City, Missouri.

/s/ Dennis Egan

DENNIS EGAN

I declare under penalty of perjury under the laws of the State of Missouri/Kansas that the foregoing is true and correct to the best of my knowledge and that I have personal knowledge of the matters contained herein. If called as a witness, I could and would competently testify thereto.

Executed this 22nd day of March, 2002, at Kansas City, Missouri.

/s/ John Klamann
JOHN KLAMANN

I declare under penalty of perjury under the laws of the State of Missouri/Kansas that the foregoing is true and correct to the best of my knowledge and that I have personal knowledge of the matters contained herein. If called as a witness, I could and would competently testify thereto.

Executed this 26th day of March, 2002, at Kansas City, Missouri.

/s/ Dirk Hubbard
DIRK HUBBARD

I declare under penalty of perjury under the laws of the State of Missouri/Kansas that the foregoing is true and correct to the best of my knowledge and that I have personal knowledge of the matters contained herein. If called as a witness, I could and would competently testify thereto.

Executed this 26th day of March, 2002, at Kansas City, Missouri.

/s/ Courtney Hueser
COURTNEY HUESER

I declare under penalty of perjury under the laws of the State of Missouri/Kansas that the foregoing is true and correct to the best of my knowledge and that I have personal knowledge of the matters contained herein. If called as a witness, I could and would competently testify thereto.

Executed this 21st day of March, 2002, at Kansas City, Missouri.

/s/ Bert Braud
BERT BRAUD

Certificate of Service

I hereby certify that the foregoing was filed electronically and notice of such filing was made electronically to defendant's counsel pursuant to the Electronic Case Filing Rules of the Western District of Missouri this 26th day of March, 2002, to:

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Attorney for Plaintiffs

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BIRTHDAY

November 14, 1942

BIRTHPLACE

Danbury, Connecticut

SOCIAL SECURITY NUMBER

498-46-7752

EDUCATION

MacMurray College
Jacksonville, Illinois
Bachelor of Arts - 1964
Major: Political Science
Minors: Philosophy and Foreign Languages

Who's Who Among America's Students in Universities and College

Drew University
Madison, New Jersey

Rockefeller Institute for International Studies
New York, New York
January 1966 - June 1966

University of Missouri Law School
Kansas City, Missouri
Juris Doctor - 1967

Licensed: Missouri 1967
Missouri Bar Number 19999

SUPREME COURT COMMISSIONS

Missouri Supreme Court ADR Commission
1997 to date

Missouri Supreme Court Commission on ADR in Domestic Relations Cases
9-15-2000 to date

ADR ASSOCIATIONS AND ORGANIZATIONS

Missouri Bar ADR Committee-Co Chair

Community Mediation Center, Independence, MO
Board of Directors

Association of Missouri Mediators

Heartland Mediators Association

Academy of Family Mediators
Practitioner Status

DISPUTE RESOLUTION AND MEDIATION TRAINING

Mediation Training June 7, 1984 to June 10, 1984
Kansas City, Missouri

Trainers: Mark Lohman, Ph.D.
McLean, Virginia

Robert Benjamin
St. Louis, Missouri

Hours: 40

Successful Legal Negotiations, March 8, 1985
University of Missouri Law School
Columbia, Missouri
Hours: 7 approx.

Effective Use of Alternative Dispute Resolution
In Your Daily Practice, May 10, 1985
University of Missouri Law School
Columbia, Missouri
Faculty: Eric Green
Hours: 7 approx.

The Family Mediation Institute
ABA Section of Family Law
Harvard Law School
Cambridge, Massachusetts
August 6, 1985 to August 11, 1985
Faculty: Frank Sander
Gary Friedman
John Haynes
Leonard L. Riskin
Linda Singer
Michael Lewis
Hours: 40+

Negotiation and Settlement
Techniques For Lawyers
University of Missouri CLE
Kansas City, Missouri
Faculty: Gerald R. Williams
May 14, 1987
Hours: 8

Advanced Family Mediation
Center For Dispute Resolution
Overland Park, Kansas
July 15, 1987 to July 17, 1987
Hours: 20

Blending Therapeutic and Educational Interventions Within Mediation
Topeka, Kansas
Isolina Ricci
February 11, 1989
Hours: 8

The Larger Picture Approaches and Trends in Mediation Advanced
Training
Kansas City, Missouri
Jean Paul Lederach
December 19, 1990
Hours: 8

Family Law Arbitration and Fact Finding Seminar
University of Missouri at Kansas City
KC Metropolitan Bar Center
March 4, 1991
Hours: 4

Advanced Mediation in Business Family and Divorce Disputes
Robert Benjamin
Kansas City, Missouri
October 4, 1991
Hours: 8

Advanced Family Mediation Training
John Haynes
Heartland Mediators Association
Kansas City, Missouri
October 8 & October 9, 1993
Hours: 12

Concepts In Mediation Dispute Management Resources
United States Arbitration and Mediation/Midwest Arbitration and Mediation
Alan Alhadeff
Kansas City, Missouri
February 11-13, 1994
Hours: 20

ADA Mediation Workshop
Peter Malda-Key Bridge Foundation
Department of Justice Project for Selecting, Training and Monitoring Professional
Mediators For ADA Complaint Referral
Dallas, Texas
April 17, 1995
Hours: 8

Family Mediation: Beyond Divorce
Sociological
New Horizons
Inter-Faith/Inter Ethnic
Sexual Harrassment
Elders In Conflict
Parent/Teen Mediation
North Falmouth, MA
uly 15-19 1997
Hours: 22

Mediating from the Heart and Forgiveness
Overland Park, KS
Kenneth Cloke, Ph.D.
October 17, 1997
Hours: 4

Mediating With Highly Conflicted Couples

Kansas City, MO

October 1, 1997

John A. Larsen Ph.D.

Hours: 1

Mediation: Beyond the Basics-Life in The Trenches
Office of State Courts Administrator and Department of
Social Services, Division of Child Support Enforcement
June 19, 1998
Jefferson City, MO
Hours: 7.2

Advanced Family Mediation Workshop
Mediation Matters,
November 6-8, 1999
Carl D. Schneiders Ph.D.
Kansas City, KS
Hours: 20

Transformative Mediation
Iowa Alternative Dispute Resolution Conference
Dorothy Della Noce etc.
Des Moines, IA
April 1, 2000
Hours: 5+

Opening the Way to A Civil Society
Society For Professionals in Dispute Resolution
Albuquerque, NM
September 14-16, 2000
Hours: 9+

SPEECHES, LECTURES, WORKSHOPS, TRAININGS
(As Speaker, Principal, Faculty)

Midwestern Association of Family Mediators Annual Conference
October 21, 1984 to October 22, 1984

Mediation Workshop
Shawnee Mission Medical Center
Shawnee Mission, Kansas
February 4, 1985
Faculty

University of Missouri Law School
Mediation
February 20, 1985
Guest Speaker

Mediation - MASW Annual Conference
October 24, 1985
Guest Speaker

Mediation
University of Missouri at Kansas City Law School
Role of Counsel
June 30, 1986
Guest Speaker

Alternative Dispute Resolution
Bench-Bar, Kansas City Bar Association
June, 1990
Speaker

Peer Group Mediation in High School Settling
Northeast High School Law Magnet
October, 1990
Trainer

Alternative Dispute Resolution, CLE
University of Missouri at Kansas City Law School
Kansas City, Missouri Bar Association
October 30, 1990
Speaker

Alternative Dispute Resolution/Mediation
Missouri Judicial College
August 19, 1991
October 20, 1991
Faculty

Recent Developments in Alternative Dispute Resolution:
"Missouri and National"
The Missouri Bar Annual Meeting
September 28, 1991
Speaker

" Mediation - The Wave of the Future"
Galaxy of Rising Stars
American Trial Lawyers Association
New Orleans, Louisiana
April 30 and May 1, 1992
Speaker

"Child Custody Modification Relocation Issues and Mediation"
November 12, 1993
Family Law Update
UMKC Law School Continuing Legal Education
Kansas City, MO
Speaker

"Living with the Rocket Docket"
The Missouri Bar Annual Meeting
September 29, 1993
St. Louis, Missouri
Speaker

"Gender Issues in Mediation"
Effective Negotiation Strategies for Women Lawyers
Missouri Bar
Kansas City, Missouri
March 3, 1994
Panel Member

Settlement, Arbitration and Mediation
American Trial Lawyers
March 5-9, 1994
Snowbird, Utah
Faculty

Judicial Early Assessment Program and ADR Options
Eastern Jackson County Bar Association
First Annual Las Vegas CLE Seminar
Las Vegas, Nevada
March 11, 1995
Speaker

"Mediation in The Family Law Context"
America Trial Lawyers of America
Annual Convention

"Mediation in The Family Law Context"
America Trial Lawyers of America
Annual Convention
New York, New York
July 18, 1995

"Expect the Unexpected"
Kansas City Mediator Skills Training Program
Office of Dispute Resolution
National Association of Securities Dealers (NASD)
Regulation, Inc.
Kansas City, MO
Trainer
April 16-18, 1997

Role of Dispute Resolution: Differing Views
Annual Family Law Institute
The Missouri Bar
Kansas City, MO
Speaker
August 8, 1997

Role of Alternative Dispute Resolution: Differing Views
Annual Family Law Institute
The Missouri Bar
Springfield, MO
Speaker
August 12, 1997

Early Dispute Resolution
Missouri Division of Worker's Compensation
Jefferson City, MO
Speaker
September 3, 1997

ADR - Focus on Mediation-Implementing Rule 17
The Missouri Bar
Kansas City, MO
Speaker
September 12, 1997

ADR/Mediation Training
St. Paul Fire and Marine Insurance Company
Overland Park, KS
Trainer-Worker's Compensation

March 19, 1998

"Mediation Advantages for Your Clients, Particularly in Divorce and Custody Cases"
The Missouri Bar Solo and Small Firm Conference

Speaker

June 6, 1998

"Mediation/Conflict Resolution"

The Kansas City Metropolitan Bar Association

6th Annual Law Internship Program Orientation

Kansas City, MO

Speaker

June 15, 1998

"Mediation Practical Demonstration"

The Missouri Bar Annual Meeting

Lake Ozark, MO

Speaker

September 24, 1998

Alternative Dispute Resolution in Missouri

The Missouri Bar

Kansas City, MO

Speaker

October 2, 1998

"Male Lawyers are from Mars, Female Lawyers are from Venus"

The Missouri Bar Solo and Small Firm Conference

Lake Ozark, MO

Speaker

June 5, 1999

Mediation, Parenting Plan Requirements and Agreement Writing

Kansas City Metropolitan Bar Association

Speaker

May 25, 1999

The Big Debate- To Caucus or Not to Caucus

Association of Missouri Mediators

Columbia, MO

Speaker-Panel Member

10-28-2000

Practical Use of Mediation

University Of Missouri - Law School

Columbia, MO

Speaker

PAPERS PUBLISHED IN SEMINAR MATERIALS

"Mediation, The Wave of the Future"

Galaxy of Rising Stars

National College of Advocacy

New Orleans, Louisiana

April 30 and May 1, 1992

"Mediator, A View From the Middle"

Settlement, Arbitration & Mediation

American Trial Lawyers Association National

College of Advocacy

Snowbird, Utah

March 5-9, 1994

"Reaching A Consensus: Facilitation Techniques For Judges and Women Lawyers"

National Association of Women Judges Conference

Association For Women Lawyers of Greater Kansas City

Kansas City, Missouri

April 20-21, 2001

PRACTICAL EXPERIENCE

I have mediated hundreds of cases. I have acted as coach and trainer for mediations involving educational institutions, securities, government agencies, family matters, probate issues, issues related to the ADA, personal injury claims, worker's compensation claims and employment issues. I have also participated in mediation-arbitration experiences. I have just agreed to act as a mediator for the National Archives concerning some employment issues.

In addition, I have acted as a special master for the circuit court approximately eleven (11) times in the last five years.