

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

SP PLUS CORPORATION

(formerly CENTRAL PARKING SYSTEM, INC.—DALLAS, TEXAS)

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (OFCCP) evaluated SP Plus Corporation (f/k/a “Central Parking”), located at 1700 Pacific, Suite 1890, Dallas, Texas and found that Central Parking was not in compliance with the Executive Order 11246, as amended (E.O. 11246), and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2, and 60-3. OFCCP notified Central Parking of the specific violations found and the corrective actions required in a Notice of Violation issued on January 20, 2017. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Central Parking enter into this contract (Agreement) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Central Parking’s fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Central Parking violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Central Parking agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Central Parking will permit access to Central Parking’s premises during normal business hours for these purposes and will provide OFCCP’s with all reports and documents requested.
3. Central Parking understands that nothing in this Agreement relieves Central Parking of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C § 793 (Section 503), Vietnam Era

Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), their implementing regulations, and other applicable equal employment laws.

4. Central Parking promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the date it is signed by the Regional Director of the Southwest and Rocky Mountain Region (the Effective Date).
9. This Agreement will expire sixty (60) days after Central Parking submits the final progress report required in Part IV (D), below, unless OFCCP notifies Central Parking in writing prior to the expiration date that Central Parking has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines that Central Parking has met all of its obligations under the Agreement.
10. If Central Parking violates this Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Central Parking violated any term of the Agreement while it was in effect, OFCCP will send Central Parking a written notice stating the alleged violations and summarizing any supporting evidence within 15 days of identifying an alleged violation.
 - 2) Central Parking will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Central Parking is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

- 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- B. Central Parking may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.
11. This Agreement does not constitute an admission by Central Parking of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Central Parking violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** OFCCP found that Central Parking is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. 60-1.4(a)(1). OFCCP's analyses of Central Parking's hiring process and selection procedures revealed that Central Parking discriminated against female applicants for Valet Attendant jobs for the period of January 1, 2011 through at least June 30, 2016.

OFCCP used data provided by Central Parking to identify the applicants and hires who should be included in the Valet Attendant positions for the purpose of its analysis during this time period. OFCCP used the following information submitted by Central Parking: applicant tracking logs, hire logs, termination logs, paper and electronic applications, personnel forms, location data and company contracts.

For the period January 1, 2011 through December 31, 2012, OFCCP's analysis of the refined applicant and hiring data for the period of January 1, 2011 through December 31, 2012 showed a statistically significant disparity that negatively affected (b) (7)(E) female applicants for the Valet Attendant position; male applicants were favored. Specifically, this resulted in a statistically significant disparity against female applicants at (b) (7)(E) standard deviations and shortfall of 4.

For the period of January 1, 2013 through at least June 30, 2016, OFCCP used a weighted availability for it analysis, which resulted in a statistically significant disparity against female applicants at (b) (7)(E) standard deviations with a shortfall of 11.

REMEDY: Central Parking must immediately cease its hiring practices that caused the disparities; and provide the following remedies:

- (a) **Revision of the Hiring Process, Implementation and Training:** Within 60 calendar days of the effective date of this Agreement, Central Parking will revise, in writing, the practices, policies and procedures it uses to recruit, track and hire applicants for Valet Attendant positions (Revised Hiring Process). Specifically, the Revised Hiring Process will contain the following:

- i) Procedures to recruit female applicants for Valet Attendant positions, including mandatory posting, outreach efforts, and the use of the Internet as a recruitment procedure, if Central Parking uses the Internet to recruit Valet Attendant applicants.
- ii) The qualifications and criteria to be used to place applicants into the Valet Attendant applicant pool.
- iii) The qualifications and criteria to be used to eliminate and/or select applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, test, post-hiring screen or other selection procedure.
- iv) Procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process.
- v) Procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.

Thereafter, within 120 calendar days of the effective date of this Agreement, Central Parking will fully implement the Revised Hiring Process and will train all individuals involved in any way in recruiting, selecting or tracking applicants for Valet Attendant positions on the Revised Hiring Process. Any newly hired or reassigned personnel who become involved in the selection process after the initial training shall be trained within 30 days of their hire or reassignment. The training will include instruction on the proper implementation of the recruitment, tracking and selection procedures, the neutral application of the specified qualifications and criteria that will be used at each step in the hiring process, the procedures to be used to document the decisions made at each step in the hiring process, and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.

- (b) Notice: Within 15 calendar days of the effective date of this Agreement, Central Parking shall notify the female applicants shown on (Attachment 1A "Class Members") of the terms of this Agreement by mailing by first class mail to each Class Member the Notice to Class Members (Attachment 2, "Notice"), the Information Verification & Employment Interest Form (Attachment 3, "Interest Form"), the Release of Claims Under Executive Order 11246 (Attachment 4, "Release"), and a postage paid return envelope. Within 15 calendar days of the effective date of this Agreement, Central Parking shall notify the female applicants shown on (Attachment 1B "Class Members") of the terms of this Agreement by mailing by first class mail to each Class Member the Notice to Class (Attachment 2, "Notice"), the Information Verification & Employment Interest Form (Attachment 3, "Interest Form"), the Release of Claims Under Executive Order 11246 (Attachment 4, "Release"), and a postage paid return envelope. Central Parking will notify OFCCP weekly of all letters returned as undeliverable. In addition, within 60 calendar days of the effective date of this Agreement, Central Parking will provide a list to OFCCP of those Class

Members who have not yet responded to the Notice and/or have not returned a fully executed Interest Form and Release. OFCCP will then initiate efforts to locate those Class Members and provide the updated contact information to Central Parking within 15 days from receipt of the list.

Central Parking agrees to mail by certified mail a second Notice, Interest Form, Release and postage paid return envelope to all individuals for whom updated addresses were obtained within 10 calendar days of receiving the updated addresses from OFCCP. Central Parking will provide a list to OFCCP of those Class Members who have not yet responded to the second Notice and/or have not returned a fully executed Interest Form and Release within 45 days of the mailing of the second Notice.

All members of the affected class (listed on Attachment 1) who sign and return an Interest Form and Release to either Central Parking or OFCCP within 120 calendar days of the Effective Date of the Agreement (Eligible Class Members) will receive equal shares of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives but does not return the Interest Form and Release to Central Parking or OFCCP within 120 calendar days of the Effective Date of this Agreement, she will no longer be entitled to any relief pursuant to this Agreement.

Within 120 calendar days of the effective date of this Agreement, Central Parking will provide OFCCP with a list of all Class Members who returned an Interest Form and Release within 120 calendar days of the effective date of this Agreement, along with a copy of each executed Release and Interest Form it received. OFCCP will provide Central Parking with all original executed Release and Interest Forms it receives. Within 150 calendar days from the effective date of this Agreement, OFCCP will review and approve the final lists of Eligible Class Members or discuss with Central Parking any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members.

The monetary payment discussed in paragraph (d) below will be divided equally among all Eligible Class Members on the final approved list. All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Central Parking.

- (c) Employment: As positions become available, Central Parking will consider qualified Eligible Class Members not currently employed by Central Parking who express an interest in employment with Central Parking until 15 Eligible Class Members are hired as Valet Attendants or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. As openings for positions occur, Eligible Class Members will be considered in the order that Central Parking receives their Interest Forms. If Central Parking receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the date of their original application. Central Parking shall

initiate its hiring of Eligible Class Members within 60 days of the Effective Date of this Agreement and will continue to complete its hiring obligations under this section until such obligations are fully satisfied or exhausted or until 12 months after the Effective Date of this Agreement, whichever is earlier.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Central Parking. The Eligible Class Members hired into Valet Attendant positions pursuant to this Agreement shall be paid the starting wage rate for the Valet Attendant position and shall be provided with the same benefits and opportunity to earn overtime and shift differentials as other Valet Attendant employees. In addition, all Eligible Class Members hired shall receive retroactive seniority using the date of their original application as their hire date for all purposes, including job retention, and job bidding.

- (d) Monetary Settlement: Within 10 calendar days of the Effective Date of this Agreement, Central Parking shall deposit \$52,000 (back pay of \$48,353 and interest of \$3,647) into an interest-bearing account at the prevailing interest rate. Central Parking will notify OFCCP within five (5) calendar days of the inception of the account that this action has been taken and will identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and the amount of accrued interest. The back pay and interest amount (plus additional interest that accrues on the interest-bearing account), less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and FICA), will be equally distributed among the Eligible Class Members. Central Parking will pay to the Internal Revenue Service (IRS) the employer's share of social security for each Eligible Class Member and shall mail to each Eligible Class Member an IRS W-2 Form representing that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be mailed to the Eligible Class Members either with the settlement checks or at the end of the year. No disbursements of the monetary settlement covered by this Agreement are to be made prior to 45 calendar days following the effective date of this Agreement. Central Parking will disburse the monetary settlement within 180 calendar days of the effective date of this Agreement.

Within 30 days of making the payments set forth in paragraph (d) above, Central Parking shall provide to OFCCP, via email sent to OFCCP CONTACT, with bank verification of payments made to Eligible Class Members.

Within ten (10) calendar days of Central Parking's receipt of a check to an Eligible Class Member returned as undeliverable, Central Parking shall notify OFCCP of this fact via e-mail sent to Allen Boyd; (b) (6), (b) (7)(C)@dol.gov and (b) (7)(C), (b) (7)(E), (b) (7)(C), (b) (7)(E)@dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, Central Parking will re-mail the check within 15 calendar days of receiving an alternate or corrected address.

Any check that remains uncashed within 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Central Parking will make a second distribution to all Eligible Class Members who cashed their first check if the amount of the uncashed funds would result in a payment of \$20.00 or more to each of the located Eligible Class Members. If the total amount of uncashed funds would result in a payment of less than \$20.00 to each located Eligible Class Member, Central Parking shall use those uncashed funds to provide training on equal employment opportunity to its personnel in addition to the training it is obligated to provide regarding the Revised Hiring Process as described in paragraph (a) above.

- (e) Recruitment of female applicants to Valet positions: Central Parking must establish and implement procedures to take affirmative action to recruit female applicants for Valet Attendant positions and ensure there are no barriers for female applicants and no discrimination on the basis of sex in the hiring and selection process for Valet Attendant positions.

- 2. VIOLATION: Central Parking failed to collect and maintain personnel and employment records in accordance with the requirements of 41 C.F.R. 60-1.12(a) and 41 C.F.R. 60-3. Specifically, during the period of January 1, 2011 through at least June 30, 2016, Central Parking failed to maintain and provide documentation on applicants who were selected for interviews and the results of the interviews during the evaluation period.

REMEDY: Central Parking must ensure that its records are collected and maintained in accordance with the requirements of 41 C.F.R. 60-1.12(a) and 41 C.F.R. 60-3.

- 3. VIOLATION: Central Parking failed to maintain and have available for each job, records or other information showing whether the total selection process for that job has an adverse impact on any of the groups as required by 41 C.F.R. 60-2.17(b), 41 C.F.R. 60-3.4 and 41 CFR 60-3.15A(2). Although Central Parking provided an adverse impact analysis to OFCCP on June 3, 2016, because it had not collected and maintained records that disclosed whether applicants had been interviewed, the analysis conducted was not correct and did not accurately disclose the impact of its selection procedures, as required by 41C.F.R. 60-3.4C and 41C.F.R. 60-3.15A.

REMEDY: Central Parking will maintain and have available for each Valet Attendant job records or other information that shows whether the total selection process for that job has an adverse impact on applicants based on sex. Central Parking will conduct adverse impact analyses on at least an annual basis for purposes of determining whether adverse impact exists against applicants based on race, sex or ethnic group in hiring, promotion, termination, and other personnel activities in accordance with 41 C.F.R. 60-2.17(b), 41 C.F.R. 60-3.4C and 41 C.F.R. 60-3.15A(2). Adverse impact determinations should be made for each group which constitutes at least two-percent (2%) of the labor force in the relevant labor area or two-percent (2%) of the applicable workforce. Where the total selection process for a job has

adverse impact, Central Parking will maintain and have available records or other information showing which components have an adverse impact. Central Parking will validate each component having an adverse impact in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact.

PART IV. REPORTING REQUIREMENTS

1. Central Parking will submit the documents and reports described below to:

Dallas District Director
The U.S. Department of Labor
Southwest and Rocky Mountain Region
OFCCP—Dallas District Office
525 South Griffin Street, Room 512
Dallas, Texas 75202

- A. Within 60 calendar days of the Effective Date of this Agreement, Central Parking will submit a copy of the written Revised Hiring Process described in Part III, paragraph (a) of Remedy 1 and 2.
- B. Within 120 calendar days of the Effective Date of this Agreement, Central Parking will submit documentation that all managers, supervisors and other personnel involved in recruiting selecting or tracking applicants have been trained on the Revised Hiring Process pursuant to paragraph (a) of Remedy 1 and 2. The documentation must include the dates of the training, the names and job titles of all attendees, the name and job title of each person who conducted the training, and an outline of the topics discussed in the training.
- C. Within the prescribed timeframes, Central Parking must submit all documents and information referenced in Part III, paragraph (b) and (d) of Remedy 1 and 2 (*see attached timeline*).
- D. Central Parking will submit two semi-annual progress reports. The first progress report will be due seven months after the Effective Date of this Agreement and shall cover the six-month period beginning with the Effective Date. The subsequent report shall cover the successive six-month period and must be submitted within 30 calendar days after the close of that six-month period. Additional reporting may be required by OFCCP if all terms of the Agreement have not been fulfilled in these two semi-annual progress reports. Central Parking will submit the following in each progress report:
 - 1) Documentation of monetary payments to all Eligible Class Members as specified in paragraphs (b) and (d) of Remedy 1 and 2. The documentation shall include the names of Eligible Class Members who were paid, and for each Eligible Class Member the number and the amount of the check and the date the check cleared

the bank. Central Parking will provide OFCCP with copies of all canceled checks upon request;

- 2) Documentation of specific hiring activity for Eligible Class Members who were hired as Valet Attendants in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits;
- 3) For Eligible Class Members who were considered for employment but were not hired, Central Parking will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);
- 4) Central Parking will provide documentation of its recruitment efforts to attract female applicants for the Valet Attendant position.

Pursuant to Violations 2 and 3, Central Parking will also submit the following in each progress report:

- 1) The total number of job seekers, applicants and hires and the breakdown by race, gender and ethnic group of job seekers, applicants and hires for Valet Attendants positions during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at Central Parking by a staffing firm or employment agency;
- 2) For the Valet Attendant positions, the results of Central Parking's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 CFR § 60-3.4B (for purposes of the adverse impact analysis, Central Parking must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; Central Parking must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period);
- 3) For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of Central Parking's evaluation of the individual components of the selection process for adverse impact; and
- 4) The actions taken by Central Parking upon determining that any component of the selection process has an adverse impact on members of groups as set forth in subparagraph 1 above.

Central Parking will continue to submit periodic progress reports to the OFCCP as outlined herein until its obligations under this agreement are satisfied. If complete documentation is provided in one progress report, it need not be resubmitted in a subsequent report.

2. All dates and deadlines in this Agreement may be modified or extended by written agreement.
3. Central Parking agrees not to repeat the above violations.
4. Central Parking will retain records pertinent to the violations resolved by this Agreement and to the reports submitted under it, including the underlying information on which the reports are based, until the expiration date of the Agreement or consistent with regulatory requirements, whichever is later.

This Conciliation Agreement will expire 60 calendar days after receipt of the final progress report or on the date the District Director gives notice to Central Parking that it has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Central Parking in writing prior to the expiration of the 60 day period that Central Parking has not satisfied its reporting requirements pursuant to this Agreement.

PART V. SIGNATURES

This Agreement is hereby executed by and between the OFCCP and SP Plus Corporation located at 1700 Pacific Avenue, Dallas, Texas 75201.

(b) (6), (b) (7)(C)

Libby Redmon
SP Plus Corporation
200 E. Randolph Street, Suite 7700
Chicago, IL 60601-7702

Date: 9-26-18

(b) (6), (b) (7)(C)

RONALD SULLIVAN, II
Director of Regional Operations
The U.S. Department of Labor
Southwest & Rocky Mountain Region
OFCCP—Regional Office

Date: 9/27/2018

(b) (6), (b) (7)(C)

MELISSA L. SPEER
Regional Director
The U.S. Department of Labor
Southwest & Rocky Mountain Region
OFCCP—Regional Office

Date: 9-27-2018

CENTRAL PARKING (SP PLUS)
Attachment 1A
2011-2012 CLASS MEMBER LIST
R00179588

| ROW # | ApplicationDate | FirstName | LastName | Race | Gender |
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CENTRAL PARKING (SP PLUS)
Attachment 1B
2013-2016 CLASS MEMBER LIST
R00179588

| ROW # | Application Date | First Name | Middle Name | Last Name | Race | Gender |
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CENTRAL PARKING (SP

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CENTRAL PARKING (SP

TWC Class Member List

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CENTRAL PARKING (SP

TWC Class Member List

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TWC Class Member List

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CENTRAL PARKING (SP

TWC Class Member List
R00179588

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CENTRAL PARKING (SP

TWC Class Member List
R00179588

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PLUS)

CENTRAL PARKING (SP

TWC Class Member List
R00179588

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Note: TWC did not provide an application date, therefore OFCCP used the indicated closing date.

*You may be eligible to get money and a job
because of a legal settlement between Central
Parking and the U.S. Department of Labor.*

We are writing to provide information about a legal settlement between the U.S. Department of Labor and SP Plus Corporation (formerly, Central Parking System, Inc.; hereinafter "Central Parking") that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Central Parking facility located at 1700 Pacific Avenue, Suite 1890 in Dallas, Texas.

ARE YOU AFFECTED?

If you are a female applicant, who applied and were not hired for Valet Attendant positions at Central Parking between January 1, 2011 and June 30, 2016 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") conducted an audit of Central Parking's hiring practices during January 1, 2011 and June 30, 2016. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP found evidence that Central Parking discriminated against at least 36 applicants who applied for the Valet Attendant position at the Central Parking facility in Dallas, Texas.

Ultimately, OFCCP issued a Notice of Violation against Central Parking on these claims. Although Central Parking disagreed with our findings, we have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

As a result, Central Parking must pay money to affected class members who applied during the relevant time frame. Central Parking will also offer jobs to some of these class members.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for the Valet Attendant position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$344** (before taxes). This payment represents your share of back wages and other payments Central Parking is making to settle the violation. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) Central Parking will be making job offers for Valet Attendant positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Central Parking, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or Central Parking. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on getting money or an opportunity for a job.

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed claim form and release form by January 25, 2019. There are instructions on the form about how to mail it in.

The Claim Form must be received by January 25, 2019

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this notice and return all of the documents by the deadline of January 25, 2019 to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact (b) (7)(C), (b) (7)(E) at 972-850-2650 or (b) (7)(C), (b) (7)(E)@dol.gov. You can also visit the U.S. Department of Labor website about this case at <http://www.dol.gov/ofccp/CML/index.htm>.

Claim Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

DEADLINE TO RESPOND IS January 25, 2019

If you complete this Claim Form, you may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive an award (such as money or a job offer), you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before January 25, 2019, to

[Name and Address]

If you do not submit a properly completed Claim Form and Release Form on or before January 25, 2019, then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Claim Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.

Step 1: Please confirm the following contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Address: _____

Please provide the last four digits of your social security number _____

The last four digits of your Social Security Number are required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.

**Name
Address
Phone
Email/website link**

Step 2: Inform us if you are interested in a position:

- ☐ Yes, I am still interested in a Valet Attendant position with Central Parking located in Dallas, Texas.
- ☐ No, I am not currently interested in a Valet Attendant position with Central Parking located in Dallas, Texas.
- ☐ I am currently employed by Central Parking.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND A POTENTIAL JOB OFFER FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for SP Plus Corporation (formerly, Central Parking System, Inc.; hereinafter "Central Parking") providing you with money and a potential job offer, you agree that you will not file any lawsuit against Central Parking for allegedly violating Executive Order 11246 in connection with the hiring of females (applicants) for Valet Attendant positions. It also says that Central Parking does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money or a job offer.

In consideration of the payment of at least \$344 (less deductions required by law) and a potential job offer for a Valet Attendant position by Central Parking to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Central Parking, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to the hiring of the above stated applicants into Valet Attendant positions during the period of January 1, 2011 through June 30, 2016.

II.

I understand that Central Parking denies that it treated me unlawfully or unfairly in any way and that Central Parking entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of Central Parking initiated on December 20, 2012. I further agree that the payment and potential job by Central Parking to me is not to be construed as an admission of any liability by Central Parking.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

I understand that if I do not sign this Release and return it to Central Parking or (b) (7)(C), (b) (7)(E) OFCCP such that it is received by January 25, 2019, I will not be entitled to receive \$344 (*less deductions required by law*) or a potential job offer for a Valet Attendant position.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____