

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

CENTRAL PARKING SYSTEMS OF LOUISIANA INC.

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Central Parking Systems of Louisiana Inc. ("Central Parking") facility located at One Canal Place, New Orleans, Louisiana 70130 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. Section(s) 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 Violations issued on July 1, 2011 and Show Cause Notice issued on November 26, 2012. 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 this contract ("Conciliation Agreement" or "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. Upon three business day notice, Central Parking will permit access to its premises during normal business hours for these purposes and will provide OFCCP 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"), the 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, and 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 day it is signed by the Regional Director of the Southwest and Rocky Mountain Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
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 Central Parking has met all of its obligations under the Agreement.
10. If Central Parking violates this Conciliation 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.
 - 2) Central Parking will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation 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 alleges Central Parking's hiring process is not in compliance with the requirements of 41 CFR 60-1.4 (a) (1). OFCCP's analysis of Central Parking's hiring process and selection procedures revealed Central Parking discriminated against black applicants who applied for Valet positions during the period of January 30, 2007 through January 30, 2009. OFCCP found black applicants were hired at a lower rate compared to similarly-situated white, Hispanic, Asian, and Native American applicants.

OFCCP's analysis of the refined applicant and hiring data for the January 30, 2007 through January 30, 2009 period showed statistically significant disparity that negatively affected black applicants for the Valet position. OFCCP analyzed the data and found of the (b) (7)(E) black Valet applicants, (b) (7)(E) or (b) (7)(E) % were hired; of (b) (7)(E) white, Hispanic, Asian, and Native American applicants, (b) (7)(E) or (b) (7)(E) % were hired. OFCCP conducted an analysis of Central Parking's hiring process. The analysis showed a disparity in hiring which was statistically significant at approximately (b) (7)(E) standard deviations yielding a shortfall of 27 blacks. In addition, OFCCP found significant adverse impact for blacks when compared to all races/ethnicities separately.

REMEDY: Central Parking agrees to immediately take the following corrective actions:

- (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 positions (hereinafter the "Revised Hiring Process"). The Revised Hiring Process will contain the following:
 - Procedures to recruit applicants for Valet positions, including mandatory posting, outreach efforts, and the use of the Internet as a recruitment procedure, if Central Parking currently uses or prospectively intends to use the Internet to recruit Valet applicants.
 - The qualifications and criteria to be used to hire applicants into the Valet applicant pool.

- 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.
- Procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process.
- Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.

Thereafter, within 90 calendar days of the effective date of this Agreement, Central Parking will fully implement the Revised Hiring Process at the applicable location(s) and will train all individuals involved in recruiting, selecting or tracking applicants for Valet positions on the Revised Hiring Process. The training will include instruction in 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 CFR 60-1.12(a) and Part 60-3.

- (b) Notification: Within 30 calendar days of the effective date of this Agreement, Central Parking shall notify the affected black 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 2a, “Notice”), the Information Verification & Employment Interest Form (Attachment 3a, “Interest Form”), the Release of Claims Under Executive Order 11246 (Attachment 4a, “Release”), and a postage paid return envelope. Central Parking will notify OFCCP bi-weekly of all letters returned as undeliverable. In addition, within 90 calendar days of the effective date, 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.

Central Parking agrees to mail by first class mail a second Notice, Interest Form, Release, and postage paid return envelope to Class Members OFCCP locates within 10 days of receipt of new contact information.

- (c) Eligibility: All Class Members who sign and return the Release and Interest Form to either Central Parking or OFCCP within 150 calendar days of the effective date of this Agreement (“Eligible Class Members”) will equally share the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If a Class Member has not returned the Release and Interest Form to Central Parking or OFCCP within 150 calendar days of the effective date of this Agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 155 calendar days of the effective date of this Agreement, Central Parking will provide OFCCP with a list of all Class Members who returned the Interest Form and Release within 150 calendar days of the effective date, 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 165 calendar days from the effective date, OFCCP will review and approve the final list 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 (e) 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.

- (d) Employment: As Valet positions become available, Central Parking will consider for employment qualified Eligible Class Members who express an interest in employment with Central Parking, until 27 Eligible Black Class Members have successfully completed the selection process and are hired, or until the list of such Eligible Class Members who express an interest in employment is exhausted, whichever occurs first. This remedy will be implemented in the following order: first, one hire will be made from the list of Eligible Black Class Members to remedy Violation No. 1, second, one placement from the list of Eligible Female Class Members to remedy Violation No. 2, and then two hires from Central Parking's current applicant pool. The process will repeat in the same order until the 27 Eligible Black Class Members are hired to remedy Violation No. 1 and 65 Eligible Female Class Members are placed to remedy violation No. 2, as specified below in Paragraph 2(d) of Part III. Central Parking shall initiate its hiring process of Eligible Class Members within 60 days after the effective date of this Agreement and will continue to satisfy any hiring obligations under this Agreement until such obligations are fully satisfied or until 18 months after the effective date of this Agreement, whichever occurs first.

The parties expressly agree and acknowledge that employment of any Eligible Class Member is contingent upon such individual meeting the minimum requirements of the position that were in effect during the relevant time period, including, for example, high school diploma or equivalent, no job-related criminal convictions (taking into consideration the nature and gravity of the offense, the time that has passed since the offense and/or completion of the sentence, and the nature of the job sought), valid driver's license, satisfactory motor vehicle records check, ability to meet applicable physical requirements, and a negative post-offer drug screen. To the extent any such individuals were previously or subsequently hired by Central Parking, they must also be deemed eligible for rehire pursuant to Central Parking's normal policies and procedures.

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 positions pursuant to this Agreement shall be paid the current wage rate for the

Valet position accepted and shall be provided with the same benefits, opportunity to earn overtime and shift differentials as other similarly-situated employees at such location(s). In addition, for the Eligible Black Class Members hired, Central Parking will provide retroactive seniority by adjusting the company service date to June 30, 2008, and will provide seniority-based benefits* (e.g., vacation tier/eligibility, layoff, job bidding and healthcare eligibility) based on that service date. For the Eligible Female Class Members hired, the company service date will be based upon the Class Member's most recent hire date with Central Parking. (*With regard to benefits, there will not be any retroactive accrual of vacation, but the Class Members will begin to accrue such benefits when they begin working, consistent with the accrual rate provided to other employees with the same seniority date.)

With regard to the order for filling positions, once an offer has been made, the Company may proceed with making the next offer from the relevant group of individuals (i.e., the Eligible Black Class Members, the Eligible Female Class Members, or the Company's current applicant pool, as applicable), and the Company need not delay making any offer based on the fact that an individual has not accepted an offer and/or has not yet begun work. However, for an individual to be considered a "hire" for fulfilling the Company's hiring obligations, the individual must accept the offer and actually begin work.

- (e) Monetary Settlement: Central Parking agrees to distribute \$175,000 (\$142,452.60 in back pay and \$32,547.40 in interest), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all eligible class members on the final approved lists. Central Parking will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the legally required time of the year. Central Parking will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Class Members.

Within 10 calendar days of Central Parking's receipt of a check to an Eligible Class Member returned as undeliverable, Central Parking will notify OFCCP of this fact via e-mail sent to (b) (7)(C) , (b) (7)(C) @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 10 calendar days of receiving an alternate or corrected address. Any check that remains un-cashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any un-cashed funds, Central Parking will make a second distribution to all Eligible Class Members who cashed their first check if the amount of the un-cashed funds would result in a payment of \$30.00 or more to each of the located Eligible Class Members. If the total amount of un-cashed funds would result in a payment of less than \$30.00 to each located Eligible Class Member, Central Parking shall use those un-cashed funds to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide in the Revised Hiring Process described in paragraph (a) above.

2. **VIOLATION:** OFCCP found Central Parking is not in compliance with the requirements of 41 CFR 60-1.4 (a) (1). OFCCP's analysis of Central Parking's placements revealed Central Parking discriminated against females for placement into the position of Valet during the period of January 30, 2007 through January 30, 2009 resulting in a placement issue. OFCCP found female hires were placed, at a lower rate into Valet positions compared to similarly-situated male hires.

OFCCP's analysis of the refined placement data for the January 30, 2007 through January 30, 2009 period showed statistically significant disparity that negatively affected female placement into Valet positions. OFCCP analyzed the data and found of the (b) (7)(E) total hires with a drivers' license there were (b) (7)(E) females of which only (b) (7)(E) or (b) (7)(E)% females were placed into a Valet positions in contrast to (b) (7)(E) males of which (b) (7)(E) or (b) (7)(E)% were placed into a Valet position. OFCCP conducted analysis to further analyze Central Parking's placement and found a disparity in the placement of females into Valet position which was statistically significant at (b) (7)(E) standard deviations yielding a shortfall of 65 females.

REMEDY: Central Parking agrees to immediately take the following corrective actions:

- (a) **Revised Hiring Process:** In addition to the implementation of the Revised Hiring Process listed in Remedy 1 above, Central Parking shall ensure applicants are considered for the positions for which they apply without regard to race, color, religion, sex or national origin. Central Parking will document the positions for which applicants apply, and the positions for which the applicants are considered.
- (b) **Notification:** Within 30 calendar days of the effective date of this Agreement, Central Parking shall notify the affected female hires 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 Members (Attachment 2b and Attachment 2c, "Notice"), the Information Verification & Placement Interest Form (Attachment 3b and Attachment 3c, "Interest Form"), the Release of Claims Under Executive Order 11246 (Attachment 4b, "Release"), and a postage paid return envelope. Central Parking will notify OFCCP bi-weekly of all letters returned as undeliverable. In addition, within 90 calendar days of the effective date, 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.

Central Parking agrees to mail by first class mail a second Notice, Interest Form, Release, and postage paid return envelope to Class Members OFCCP locates within 10 days of receipt of new contact information.

- (c) **Eligibility:** All Class Members who sign and return the Release and Interest Form to either Central Parking or OFCCP within 150 calendar days of the effective date of this Agreement ("Eligible Class Members") will equally share the monetary settlement and, if indicating an interest in placement, will be eligible to be placed pursuant to this Agreement. Only currently employed female class members in a position other than Valet will be eligible for placement into a Valet position. If a Class Member has not returned

the Release and Interest Form to Central Parking or OFCCP within 150 calendar days of the effective date of this Agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 155 calendar days of the effective date of this Agreement, Central Parking will provide OFCCP with a list of all Class Members who returned the Interest Form and Release within 150 calendar days of the effective date, 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 165 calendar days from the effective date, OFCCP will review and approve the final list 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 (e) 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 placement.

- (d) Placement: As Valet positions become available, Central Parking will consider for placement qualified Eligible Female Class Members who express an interest in placement with Central Parking, until 65 Eligible Female Class Members have successfully have been placed, or until the list of such Eligible Female Class Members who express an interest in placement is exhausted. The placements of Eligible Female Class Members will be made in as specified in Paragraph 1(d) above of Part III, following a hire from the list of Eligible Black Class Members, and preceding two hires from Central Parking's current applicant pool. Central Parking shall initiate its placement of Eligible Class Members after 60 days of the effective date of this Agreement and will continue to satisfy any hiring obligations under this Agreement until such obligations are fully satisfied or until 18 months after the effective date of this Agreement, whichever occurs first.

The Eligible Class Members placed into Valet positions pursuant to this Agreement shall be paid the current wage rate for the Valet position and shall be provided with the same benefits, opportunity to earn overtime and shift differentials as other Valet employees.

- (e) Monetary Settlement: Central Parking agrees to distribute \$100,000 (\$81,401.49 in back pay and \$18,598.51 in interest), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all eligible class members on the final approved list. Central Parking will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the legally required time of the year. Central Parking will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Class Members.

Within 10 calendar days of Central Parking's receipt of a check to an Eligible Class Member returned as undeliverable, Central Parking will notify OFCCP of this fact via e-mail sent to (b) (7)(C) , (b) (7)(C) @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 10 calendar days of receiving an alternate or corrected address. Any check that remains un-cashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any un-cashed funds, Central Parking will make a second distribution to all Eligible Class Members who cashed their first check if the amount of the un-cashed funds would result in a payment of \$30.00 or more to each of the located Eligible Class Members. If the total amount of un-cashed funds would result in a payment of less than \$30.00 to each located Eligible Class Member, Central Parking shall use those un-cashed funds to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide in the Revised Hiring Process described in paragraph (a) of Remedy 1 above.

3. **VIOLATION:** OFCCP found that Central Parking failed to do a proper job group analysis in accordance with the requirements of 41 CFR 60-2.12 (a)-(b). In forming its job groups, Central Parking failed to properly combine jobs with similar content, job titles, wage rates, and opportunities. Currently, Central Parking has the cashiers in the same job group as police officers and supervisors.

REMEDY: Central Parking agrees to revise and properly combine jobs with similar content, job titles, wage rates, and opportunities in forming its job groups in accordance with the requirements of 41 CFR 60-2.12 (a)-(b)

4. **VIOLATION:** Central Parking failed to maintain and have available for inspection personnel and employment records in accordance with the requirements of 41 CFR 60-1.12 and CFR Part 60-3. Specifically, during the January 30, 2007 through January 30, 2009 period, Central Parking failed to maintain and/or make available to OFCCP complete and accurate records, including the applications used in the selection process, interview guides and reports, self-identification forms, Step One Surveys, drug results, background checks and payroll data. Central Parking also failed to maintain a record by race, gender and ethnicity of all the applicants expressing an interest in employment.

REMEDY: Central Parking agrees to ensure that its records are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3. Central Parking must also maintain a record by race, gender and ethnicity of all the applicants expressing an interest in employment.

5. **VIOLATION:** OFCCP found that Central Parking failed to conduct adverse impact analyses in accordance with the requirements of 41 CFR 60-2.17(b), 60-3.4A and 60-3.15A2. Specifically, Central Parking failed to conduct adverse impact analysis by each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce and maintain records or other information for each group that accurately disclosed the impact of its selection procedures as required by 41 CFR 60-3.4.

REMEDY: Central Parking agrees to 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. These analyses will be done by job group for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection process, Central Parking will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Central Parking will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact.

PART IV: REPORTING:

Central Parking will submit various reports to OFCCP, and shall send each report described below to:

Rachel M. Woods
District Director
U.S. DOL/OFCCP
600 South Maestri Place, Room 805
New Orleans, LA 70130

1. Pursuant to paragraph (a) of Remedy 1, within 60 calendar days of the effective date of this Agreement Central Parking will submit to OFCCP a copy of the written Revised Hiring Process.
2. Pursuant to paragraph (a) of Remedy 1, with the first progress report below, which is approximately seven months of the effective date of this Agreement, Central Parking will provide OFCCP with documentation that all managers, supervisors and other personnel involved in the Revised Hiring Process for the Valet position has been trained in the recruitment and selection procedures to be used in the Revised Hiring Process. The documentation shall include the dates of the training, the names and job titles of all attendees, and the name and job titles of each person who conducted the training.
3. Central Parking will also provide OFCCP with all documents and information referenced in paragraphs (b) and (d) of Remedy 1 and paragraphs (b) and (d) of Remedy 2 within the prescribed timeframes. Such documents and information shall include, but are not necessarily limited to, letters returned as undeliverable, a list of Class Members who have not responded to or returned a fully executed Interest Form and Release within 90 calendar days of the effective date of the Agreement, a list of Class Members who have returned a signed Interest Form and Release within 150 calendar days of the effective date.

In addition to the above reports, Central Parking will submit three semi-annual progress reports. The first semi-annual progress report shall be due seven months after the effective date of this Agreement and shall cover the six-month period beginning with the

effective date. Each subsequent report shall cover the successive six-month period, and shall be submitted 30 calendar days after the close of that six-month period.

Pursuant to Violations 1 and 2, Central Parking will submit the following in each progress report:

1. Documentation of monetary payments to all Eligible Class Members as specified in paragraphs (e) of Remedy 1 and paragraph (e) of Remedy 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. Central Parking agrees to provide OFCCP with copies of all canceled checks upon request.
2. Documentation of specific hiring and placement activity for Eligible Class Members who were hired or placed into Valet positions in accordance with this Agreement, including name, date of hire or placement, job title hired or placed into, rate of pay and proof of retroactive seniority and benefits.
3. For those Eligible Class Members who were considered for employment or placement but were not hired or placed, Central Parking will provide the reason for non-hire along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer/placement).

Central Parking will continue submitting the information above in progress reports until OFCCP determines that the back pay, hires and placements have been fully implemented or until the hiring and placement obligation has expired. If complete documentation is provided in one progress report, it need not be resubmitted in a subsequent progress report.

Pursuant to Violation 5, Central Parking will submit the following in each progress report:

1. The total number of applicants and hires by applicable race, gender and ethnic group for Valet positions during the reporting period;
2. For Valet positions, the results of Central Parking's analysis as to whether its total selection process has adverse impact, as defined in 41 CFR 60-3.4D, on those members of groups set forth in 41 CFR 60-3.4 B;*
3. For each case where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of Central Parking' evaluation of the individual components of the selection process for adverse impact;
4. The actions taken by Central Parking upon determining that any component of the selection process for Valets has an adverse impact on members of groups set forth in subparagraph 1 and/or 2, above.

* For purposes of the adverse impact analysis, Central Parking must not include hires and placements made of Eligible Class Members pursuant to this Agreement in that analysis.

With respect to the adverse impact analyses, for all progress reports except the first, Central Parking shall combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period. OFCCP may analyze a period longer than 12 months to determine if adverse impact exists.

Central Parking will retain records pertinent to the violations resolved by this Conciliation Agreement and to the reports submitted under it, including the underlying information on which the reports are based, until the expiration date of the Conciliation Agreement or consistent with regulatory requirements, whichever is later.

Central Parking agrees not to repeat the above violations.

PART V: SIGNATURES:

This Conciliation Agreement is hereby executed by and between the OFCCP and Central Parking.

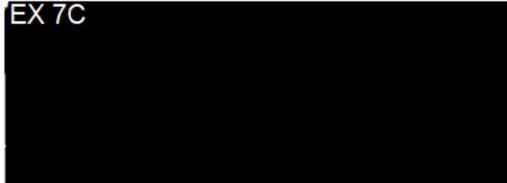
EX 7C



Daniel Huberty
Executive V.P., South Region
Central Parking Systems of Louisiana

Date: 7/28/14

EX 7C



Compliance Officer
New Orleans District Office
OFCCP

Date: 8/6/2014

EX 7C



Rachel M. Woods
District Director
New Orleans District Office
OFCCP

Date: 8/6/2014

EX 7C



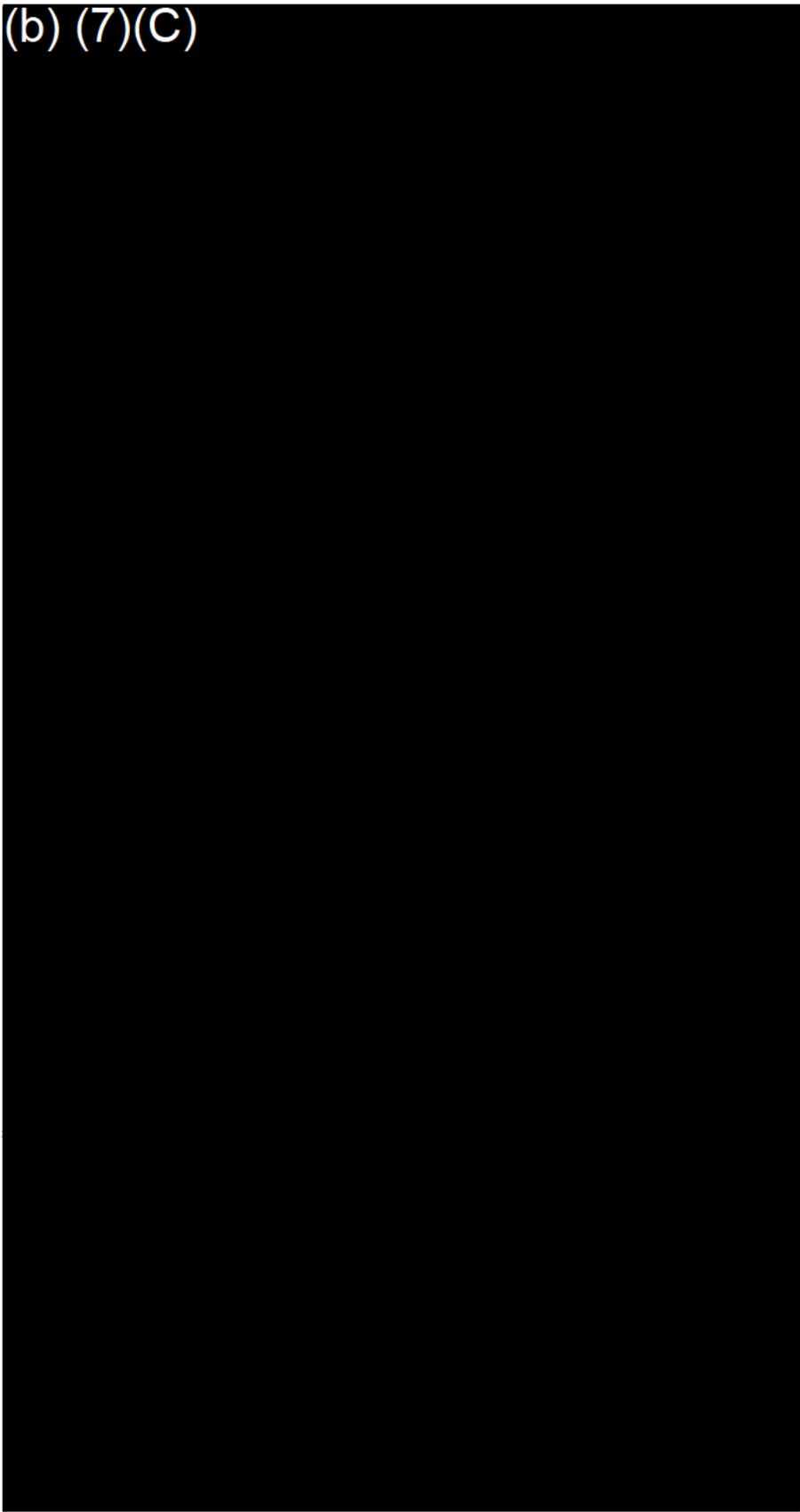
Melissa L. Speer
Regional Director
Southwest and Rocky Mountain Region
OFCCP

Date: 8-19-2014

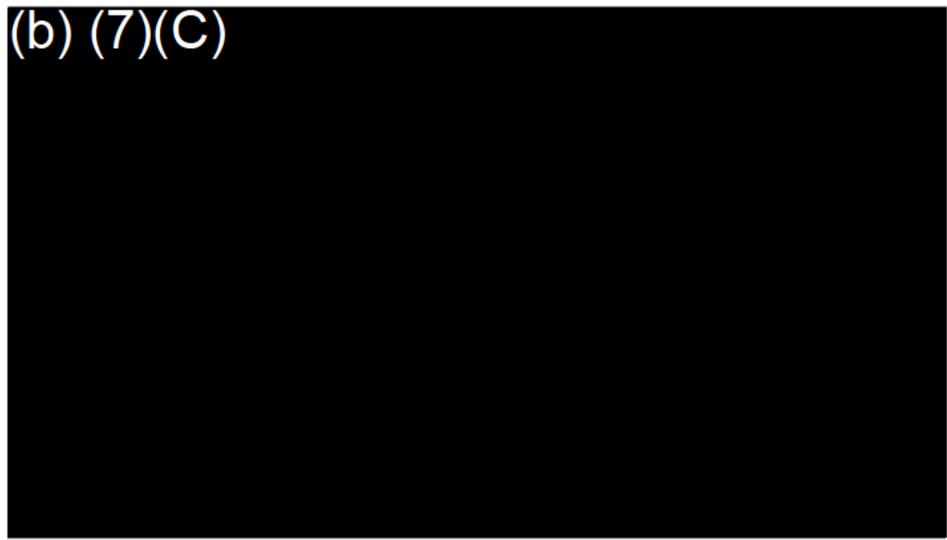
**ATTACHMENT 1a
Black Affected Class List**

#	Last Name	First Name	OFCCP: Applied Date	OFCCP RACE	OFCCP GENDER
(b) (7)(C)					

(b) (7)(C)



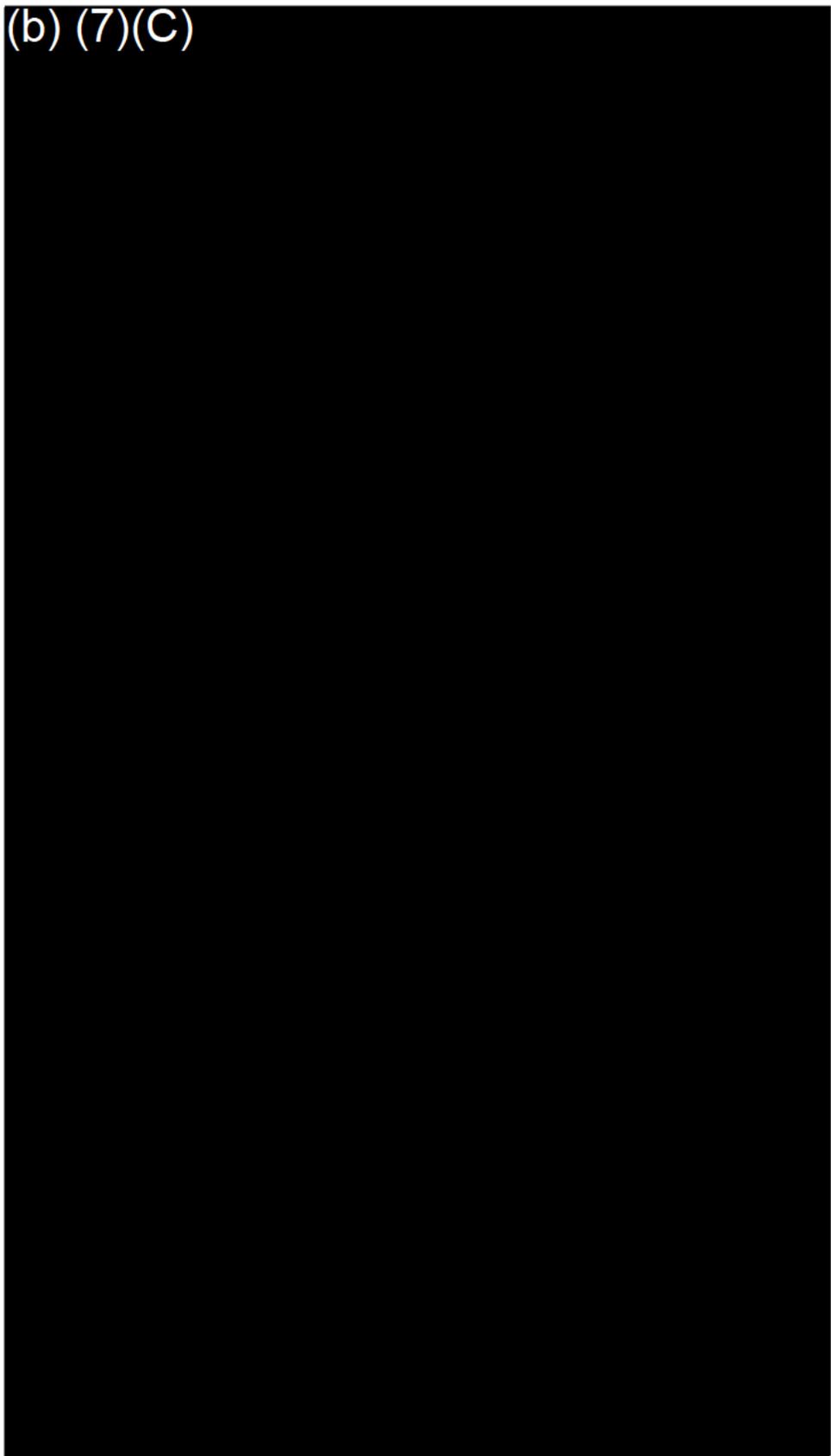
(b) (7)(C)



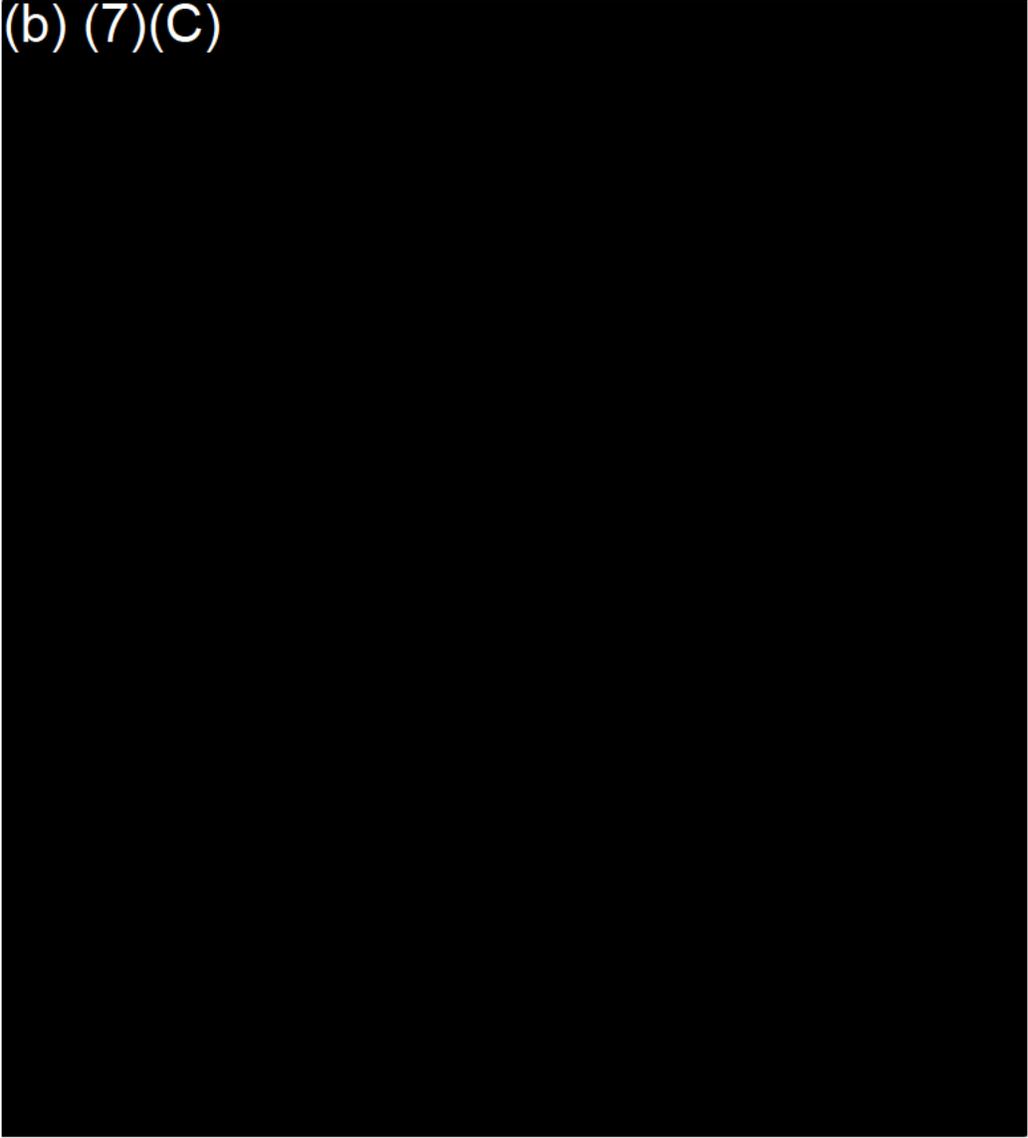
**ATTACHMENT 1b
Female Affected Class List**

#	Last Name	First Name	OFCCP: Applied Date	OFCCP RACE	OFCCP GENDER
(b) (7)(C)					

(b) (7)(C)



(b) (7)(C)



ATTACHMENT 2a

**(NOTICE TO CLASS MEMBERS)
(Affected Black Class Members)**

Dear Potential Class Member:

Central Parking Systems of Louisiana Inc. ("Central Parking") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to settle alleged disparities in selecting applicants for the valet position at One Canal Place New Orleans, Louisiana 70130, during the period of January 30, 2007 through January 30, 2009, and to resolve the matter without further legal proceedings. Central Parking has denied any wrongdoing. You have been identified as one of the individuals who was interested in applying for a Valet position during that time period but was not hired. To benefit under the Agreement, you may be required to provide proof of identity.

As part of this Agreement, you may be eligible to receive a payment of at least \$1,923.07 less lawful payroll deductions. Under the terms of this Agreement it may take up to six months from the date of this letter before you receive a payment. In order to be eligible for a payment, you must complete, sign and return the following two documents to the address below: (1) Information Verification & Employment Interest Form and (2) Release of Claims Under Executive Order 11246. These two documents should be returned as soon as possible, but they must be returned to the following address no later than **[insert date 150 days from the effective date of the Agreement]** for you to be entitled to participate in this settlement:

Administrator
Central Parking Systems of Louisiana Inc.
One Canal Place
New Orleans, Louisiana 70130

Enclosed please find a postage paid return envelope that you can use to return the completed and signed documents.

By entering into this Agreement, Central Parking has not admitted, nor has there been any finding by a court, that Central Parking violated any laws when you were not considered or hired for the position for which you were interested. Central Parking has entered into this Agreement to resolve alleged disparities in selecting applicants and to resolve the matter without further legal proceedings.

If you have any questions you may call Central Parking Contact including phone number, or OFCCP Compliance Officer, (b) (7)(C) at (504)589-6575. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO CENTRAL PARKING ON OR BEFORE [INSERT DATE 150 DAYS FROM THE

EFFECTIVE DATE OF THE AGREEMENT], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

(NAME)

Enclosures

Information Verification & Employment Interest Form
Release of Claims Under Executive Order 11246

ATTACHMENT 2b

**(NOTICE TO CLASS MEMBERS)
(Affected Females Still Employed)**

Dear Potential Class Member:

Central Parking Systems of Louisiana Inc. ("Central Parking") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to settle alleged disparities in placing applicants for the Valet position at One Canal Place New Orleans, Louisiana 70130, during the period of January 30, 2007 through January 30, 2009, and to resolve the matter without further legal proceedings. Central Parking has denied any wrongdoing. You have been identified as one of the individuals who was hired during that time period but was not placed into a Valet position. To benefit under the Agreement, you may be required to provide proof of identity.

As part of this Agreement, you may be eligible to receive a payment of at least \$961.53 less lawful payroll deductions. Under the terms of this Agreement it may take up to six months from the date of this letter before you receive a payment. In order to be eligible for a payment, you must complete, sign and return the following two documents to the address below: (1) Information Verification & Placement Interest Form and (2) Release of Claims Under Executive Order 11246. These two documents should be returned as soon as possible, but they must be returned to the following address no later than **[insert date 150 days from the effective date of the Agreement]** for you to be entitled to participate in this settlement:

Administrator
Central Parking Systems of Louisiana Inc.
One Canal Place
New Orleans, Louisiana 70130

Enclosed please find a postage paid return envelope that you can use to return the completed and signed documents.

In addition to the monetary payment, Central Parking may be making placements into valet positions to a limited number of individuals receiving this notification. It is not certain that you will receive a placement offer. If you are still interested in placement into a Valet position, please check the appropriate box on the enclosed Information Verification & Placement Interest Form. Those receiving this notice will be considered for Valet positions in the order that Central Parking receives the Information Verification & Placement Interest Forms expressing an interest in placement. You must have the qualifications that are required for the position in order to be eligible to receive one of these positions.

By entering into this Agreement, Central Parking has not admitted, nor has there been any finding by a court, that Central Parking violated any laws when you were not considered for placement into a Valet position. Central Parking has entered into this Agreement to resolve alleged disparities in placement and to resolve the matter without further legal proceedings.

If you have any questions you may call Central Parking Contact including phone number, or OFCCP Compliance Officer, (b) (7)(C) at (504)589-6575. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO CENTRAL PARKING ON OR BEFORE INSERT DATE 150 DAYS FROM THE EFFECTIVE DATE OF THE AGREEMENT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR BE CONSIDERED FOR PLACEMENT.

Sincerely,

(NAME)

Enclosures

Information Verification & Placement Interest Form
Release of Claims Under Executive Order 11246

ATTACHMENT 2c

**(NOTICE TO CLASS MEMBERS)
(Affected Females Terminated)**

Dear Potential Class Member:

Central Parking Systems of Louisiana Inc. ("Central Parking") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to settle alleged disparities in placing applicants for the Valet position at One Canal Place New Orleans, Louisiana 70130, during the period of January 30, 2007 through January 30, 2009, and to resolve the matter without further legal proceedings. Central Parking has denied any wrongdoing. You have been identified as one of the individuals who was hired during that time period but was not placed into a Valet position. To benefit under the Agreement, you may be required to provide proof of identity.

As part of this Agreement, you may be eligible to receive a payment of at least \$961.53 less lawful payroll deductions. Under the terms of this Agreement it may take up to six months from the date of this letter before you receive a payment. In order to be eligible for a payment, you must complete, sign and return the following two documents to the address below: (1) Information Verification Form and (2) Release of Claims Under Executive Order 11246. These two documents should be returned as soon as possible, but they must be returned to the following address no later than **[insert date 150 days from the effective date of the Agreement]** for you to be entitled to participate in this settlement:

Administrator
Central Parking Systems of Louisiana Inc.
One Canal Place
New Orleans, Louisiana 70130

Enclosed please find a postage paid return envelope that you can use to return the completed and signed documents.

By entering into this Agreement, Central Parking has not admitted, nor has there been any finding by a court, that Central Parking violated any laws when you were not considered for placement into a Valet position. Central Parking has entered into this Agreement to resolve alleged disparities in placement and to resolve the matter without further legal proceedings.

If you have any questions you may call Central Parking Contact including phone number, or OFCCP Compliance Officer, (b) (7)(C) at (504)589-6575. Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO
CENTRAL PARKING ON OR BEFORE [INSERT DATE 150 DAYS FROM THE
EFFECTIVE DATE OF THE AGREEMENT], YOU WILL NOT BE ELIGIBLE TO
RECEIVE A PAYMENT.**

Sincerely,

(NAME)

Enclosures

Information Verification Form

Release of Claims Under Executive Order 11246

ATTACHMENT 3a

(VERIFICATION & EMPLOYMENT INTEREST FORM)

(Affected Black Class Members)

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between Central Parking Systems of Louisiana, Inc. ("Central Parking") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Street Address: _____

City, State, Zip: _____

Phone Numbers: _____

Notify Central Parking at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number is required for tax purposes: _____ - _____ - _____

For purposes of this settlement, it is necessary to verify your race/ethnicity and gender. Please check where applicable:

- White Black Hispanic Asian Native American
 Native Hawaiian or Pacific Islander Two or More Races

Gender: Male Female

Please indicate below whether you are currently interested in employment in a Valet position with Central Parking. If you complete, sign, and return this Information Verification & Employment Interest Form and the enclosed Release of Claims under Executive Order 11246, you will be eligible to receive the monetary payment whether or not you are interested in employment at this time.

- Yes, I am interested in employment with Central Parking as a Valet.
 No, I am not interested in employment with Central Parking as a Valet.

YOU MUST RETURN THIS FORM AND THE EXECUTED RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246 NO LATER THAN [INSERT DATE 150 DAYS FROM THE EFFECTIVE DATE OF THE AGREEMENT] TO:

Central Parking Administrator
Central Parking Systems of Louisiana Inc.
One Canal Place
New Orleans, Louisiana 70130

I, _____, certify the above is true and correct.
(print name)

Signature _____ Date _____

ATTACHMENT 3b

(VERIFICATION & PLACEMENT INTEREST FORM)
(Affected Female Still Employed Class Members)
INFORMATION VERIFICATION & PLACEMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or placement opportunities under the terms of the Conciliation Agreement ("Agreement") between Central Parking Systems of Louisiana, Inc. ("Central Parking") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Street Address: _____

City, State, Zip: _____

Phone Numbers: _____

Notify Central Parking at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number is required for tax purposes: _____ - _____ - _____

For purposes of this settlement, it is necessary to verify your race/ethnicity and gender. Please check where applicable:

- White Black Hispanic Asian Native American
 Native Hawaiian or Pacific Islander Two or More Races

Gender: Male Female

Please indicate below whether you are currently interested in placement in a Valet position with Central Parking. If you complete, sign, and return this Information Verification & Placement Interest Form and the enclosed Release of Claims under Executive Order 11246, you will be eligible to receive the monetary payment whether or not you are interested in placement at this time.

- Yes, I am interested in placement as a Valet.
 No, I am not interested in placement as a Valet.

YOU MUST RETURN THIS FORM AND THE EXECUTED RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246 NO LATER THAN [INSERT DATE 150 DAYS FROM THE EFFECTIVE DATE OF THE AGREEMENT] TO:

Central Parking Administrator
Central Parking Systems of Louisiana Inc.
One Canal Place
New Orleans, Louisiana 70130

I, _____, certify the above is true and correct.
(print name)

Signature _____ Date _____

ATTACHMENT 3c

(VERIFICATION FORM)
(Affected Female Terminated Class Members)
INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between Central Parking Systems of Louisiana, Inc. (“Central Parking”) and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Street Address: _____

City, State, Zip: _____

Phone Numbers: _____

Notify Central Parking at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number is required for tax purposes: _____ - _____ - _____

For purposes of this settlement, it is necessary to verify your race/ethnicity and gender. Please check where applicable:

- White Black Hispanic Asian Native American
 Native Hawaiian or Pacific Islander Two or More Races

Gender: Male Female

If you complete, sign, and return this Information Verification Form and the enclosed Release of Claims under Executive Order 11246, you will be eligible to receive the monetary payment.

YOU MUST RETURN THIS FORM AND THE EXECUTED RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246 NO LATER THAN [INSERT DATE 150 DAYS FROM THE EFFECTIVE DATE OF THE AGREEMENT] TO:

Central Parking Administrator
Central Parking Systems of Louisiana Inc.
One Canal Place
New Orleans, Louisiana 70130

I, _____, certify the above is true and correct.
(print name)

Signature _____ Date _____

ATTACHMENT 4a

**(RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246)
(Affected Black Class Members)**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Central Parking Systems of Louisiana, Inc. ("Central Parking") paying you money, you agree that you will not file any lawsuit against Central Parking for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Valet 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 any 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.

In consideration of the payment of at least \$1923.07 (less deductions required by law) by Central Parking Systems of Louisiana, Inc. ("Central Parking") to me, which I agree is acceptable, I, _____, agree to the following:
(print name)

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, 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 my non-selection for employment at any time through the effective date of this Release.

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 described above to resolve alleged disparities in selecting applicants and to resolve the matter without further legal proceedings in the compliance evaluation initiated by OFCCP on January 30, 2009. I further agree that the payment of the aforesaid sum 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. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to Central Parking no later than **[insert date 150 calendar days from the effective date of the Agreement]**; I will not be entitled to receive the payment described above from Central Parking.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 2014.

Signature

ATTACHMENT 4b

**(RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246)
(Affected Female Class Members)**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Central Parking Systems of Louisiana, Inc. ("Central Parking") paying you money, you agree that you will not file any lawsuit against Central Parking for allegedly violating Executive Order 11246 in connection with its placement procedures for Valet 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 any 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.

In consideration of the payment of at least \$961.53 (less deductions required by law) by Central Parking Systems of Louisiana, Inc. ("Central Parking") to me, which I agree is acceptable, I,
_____, agree to the following:

(print name)

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, 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 my non-placement at any time through the effective date of this Release.

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 described above to resolve alleged disparities in placement and to resolve the matter without further legal proceedings in the compliance evaluation initiated by OFCCP on January 30, 2009. I further agree that the payment of the aforesaid sum 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. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to Central Parking no later than **[insert date 150 calendar days from the effective date of the Agreement]**; I will not be entitled to receive the payment described above from Central Parking.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 2014.

Signature