

CONCILIATION AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
EVERYTHING PARKING, INC. d/b/a PARK, INC. (“PARK”)
1415 CHURCH STREET, SUITE T
CHARLOTTE, NORTH CAROLINA 28203

OFCCP CASE NO. R00176113

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) commenced a compliance evaluation of Everything Parking, Inc.’s d/b/a Park, Inc. (“Park”) establishment located at 1415 Church Street, Suite T, Charlotte, North Carolina on July 12, 2012 and found that Park 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, 60-3, 60-4. OFCCP notified Park of the initial violations found and the corrective actions required in a Notice of Violations issued on December 11, 2014. 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 Park 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 Park’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 Park violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Park 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. Park will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Park understands that nothing in this Agreement relieves Park of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. Park 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 day it is signed by the Regional Director of the Southeast 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 Park submits the final report required in Part IV-1.D, below, unless OFCCP notifies Park in writing prior to the expiration date that Park has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines Park has met all of its obligations under the agreement.
10. If Park violates this Conciliation Agreement the procedures set forth at 41 C.F.R. § 60-1.34 will govern. If OFCCP believes that Park violated any term of the Agreement while it was in effect, OFCCP will send Park a written notice stating the alleged violations and summarizing any supporting evidence. Park 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. If Park 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.

OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

Park 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 Park of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Park violated any laws.
12. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with the creation of this settlement, will constitute evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this Agreement.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. HIRING DISCRIMINATION.

A. STATEMENT OF VIOLATION.

OFCCP found that Park 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 analysis of Park's hiring process and selection procedures revealed that during the review period June 1, 2011 through May 31, 2012 ("review period") Park discriminated against female applicants for Job Group 7 Valet and Shuttle driver positions. OFCCP found that there was a statistically significant disparity in the hiring of drivers based on gender.

B. OFCCP'S SPECIFIC FINDINGS.

OFCCP's statistical findings indicate hiring discrimination against females. OFCCP's analysis of the applicant and hiring data demonstrates that Park's selection process had an adverse impact on the hiring of female applicants for Valet and Shuttle driver positions. Of a qualified pool (b)(7)(E) female applicants, Park hired (b)(7)(E) women. This resulted in a shortfall (b)(7)(E) females and disparity that was statistically significant (b)(7)(E) standard deviations. OFCCP found additional evidence that supports its hiring discrimination claim, including inconsistencies in the selection process and in the application of stated job criteria. Accordingly, OFCCP determined that Park engaged in a pattern or practice of discrimination against (b)(7)(E) qualified who applied for Valet and Shuttle driver positions during the review period.

C. REMEDY FOR AFFECTED CLASS.

- 1) Notice: Within 30 calendar days of the Effective Date of this Agreement, Park must notify the females applicants listed in Attachment C of the terms of this Agreement by mailing by Certified Mail, Return Receipt Requested to each individual in the affected class the: Notice to Affected Class (Attachment A, "Notice"), Information Verification Form (Attachment B, "Interest Form"), and a postage paid return envelope. Park will notify OFCCP of all letters returned as undeliverable 15 calendar days after the response deadline. In addition, within 15 calendar days after expiration of the response deadline set out in the Interest Form, Park will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Interest Form. OFCCP will then attempt to obtain and provide updated addresses to Park within 30 calendar days of receiving the list from Park. Park agrees to mail by Certified Mail, Return Receipt Requested a second Notice, Interest Form, and postage paid return envelope to all individuals for whom updated addresses were obtained within 30 calendar days of receiving the updated addresses.

- 2) Eligibility: All members of the affected class (listed on Attachment C) who sign and return the Interest Form to Park within 30 calendar days of the postmarked date on the envelope containing the Notice and Interest Form (“Eligible Class Members”) will receive a share of the monetary settlement. If an individual receives, but does not return the Interest Form to Park within 30 calendar days of the postmarked date on the envelope containing the first or second Notice and Information Form, she will no longer be entitled to a payment under this Agreement.

Within 15 calendar days after the response deadline set out in the Interest Form, Park will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest Form by the deadline). Within 15 calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with Park any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

- 3) Monetary Settlement: Park agrees to distribute \$38,086.02 (\$35,383.16 in back pay and \$2,702.86 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), to all eligible class members on the final approved list in the amounts listed in Attachment C. Park 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 end of the year. Park will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Class Members.

Within 15 calendar days of Park’s receipt of a check to an Eligible Class Member returned as undeliverable, Park will notify OFCCP of this fact via e-mail sent to William Crews at crews.william@dol.gov, OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, Park will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Park will make a second distribution to all Eligible Class Members who cashed their first check, in equal shares, to all Eligible Class Members who cashed their first check, using the addresses to which checks sent were cashed. Park will mail the second distribution to such Eligible Class Members within 135 calendar days after the initial date the checks were mailed to all Eligible Class Members. Park will use any funds that remain uncashed after the second distribution to provide training in Equal Employment Opportunity to its personnel.

- 4) Employment: As positions became available, Park will consider Qualified Eligible Class Members not currently employed by Park who express an interest in employment with Park (b)(7)(E) Eligible Class Members are hired as Valet or Shuttle Drivers or until the list of Eligible Class Members expressing an interest in

employment is exhausted, whichever is first. Eligible Class Members will be considered in the order that Park receives their Interest Forms. If Park receives more than one response in any given day, those Eligible Class Members will be considered for employment based on the date of the original application. Park must initiate its hiring of Eligible Class Members within 60 calendar days after the response deadline set out in the interest form and must complete its hiring obligations under this section within 12 months of the Effective Date of this Agreement. If Park is not able to hire ^{(b)(7)(E)} Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within 12 months, OFCCP may extend the term of this Agreement for up to 6 months or until Park satisfies its hiring requirement(s), whichever occurs first.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Park. The Eligible Class Members hired into Valet and Shuttle Drivers positions pursuant to this Agreement must be paid \$9.00 per hour or the current wage rate for the Valet and Shuttle Drivers position, whichever is higher, and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Valet and Shuttle Drivers employees. In addition, all Eligible Class Members hired must receive retroactive seniority using the date of their original application as their hire date for all purposes, including job retention, job bidding and benefits.

D. NON-MONETARY REMEDIES. Park will ensure that all employees are afforded equal employment opportunities. Park agrees to immediately cease using selection procedures, practices, and/or policies which negatively affected the hiring of female applicants for Valet and Shuttle Driver positions. Park agrees to continue or to implement the corrective actions detailed below.

1) Revised Hiring Process:

(a) Eliminate Discriminatory Selection Procedures:

Park agrees to comply with all OFCCP regulations concerning selection procedure, including 41 C.F.R. Part 60-3. Park will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 3.4D, on applicants of a particular sex unless it properly validates the procedure pursuant to these regulations.

(b) Review and Revisions Required: Park will revise, in writing, the practices, policies and procedures it uses to select applicants for Valet and Shuttle Driver positions (hereinafter “Revised Hiring Process”). Specifically, Park will:

(i) create a job description and selection procedures for Valet and Shuttle Driver which describes the essential functions; the minimum qualifications, including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, motor vehicle record checks, review of criminal history, reference checks, testing, or other selection procedure;

(ii) develop specific, job-related qualification standards for Valet and Shuttle Driver positions that reflect the duties, functions, and competencies of the position to minimize the potential for sex stereotyping or other unlawful discrimination;

(iii) ensure all policies and qualification standards are uniformly applied to all applicants; and

(iv) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.

(c) Recordkeeping and Retention: Park will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Park will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.

(d) Training: Within 90 calendar days of the Effective Date of this Agreement, Park must train all individuals involved in any way in recruiting, selecting, or tracking applicants for Assembler positions on the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; 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. Park will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that female applicants, who benefit from the provisions of this Agreement, are not retaliated against.

(e) Monitoring: Park agrees to monitor selection rates at each step of its selection process for Valet and Shuttle Driver positions. Where it is determined that a selection procedure has an adverse impact, as defined by 41 C.F.R. § 60-3.4D, on the hiring of applicants of a particular race or gender, Park will eliminate the procedure, choose an alternate procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures codified at 41 C.F.R. Part 60-3. Park agrees to maintain and make

available to OFCCP records concerning the impact of the selection process for Valet and Shuttle Drivers at North Carolina work stations. This includes the number of persons hired by sex, the number of applicants who applied by sex, and the selections procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

2. VIOLATION:

Park failed to develop and implement written AAPs pursuant to Executive Order 11246 and its requirements at 41 C.F.R. Part 60-2. Specifically, during the review period, Park failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist in accordance with 41 C.F.R. § 60-2.17(b).

REMEDY:

Park will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist in accordance with 41 C.F.R. § 60-2.17(b).

3. VIOLATION:

Park failed to develop and implement written AAPs pursuant to Executive Order 11246 and its requirements at 41 C.F.R. Part 60-2. Specifically, during the review period, Park failed to develop and implement an auditing and reporting system that periodically measures the effectiveness of its total AAP pursuant to 41 C.F.R. § 60-2.17(d).

REMEDY:

Park will develop and implement an auditing and reporting system that periodically measures the effectiveness of its total AAP pursuant to 41 C.F.R. § 60-2.17(d).

4. VIOLATION:

Park failed to collect and maintain personnel and employment records and conduct adverse impact analyses in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60.3.

REMEDY:

Park will ensure that its records are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 3. Park will conduct adverse impact analyses on at least an annual basis for the purpose 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 for each group containing 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, Park 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, Park 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.

FUTURE CONDUCT: Park agrees to undertake all efforts necessary to provide equal employment opportunity and prevent record-keeping and other violations referenced in OFCCP regulations at 41 CFE 60-1.12(a)(d), 41 CFR 60-3.15, 41 CFR 60-2.1(b) and 41 CFR 3.

PART IV. REPORTS REQUIRED

1. Park must submit the documents and reports described below to Pamela B. Quinn, District Director of OFCCP, 3800 Arco Corporate Drive, Suite 465, Charlotte, North Carolina 28273.
 - A. Within sixty (60) calendar days of the Effective Date of this Agreement, Park must submit a copy of the written Revised Hiring Process described in section III.1.D.1.
 - B. Within 120 calendar days of the Effective Date of this Agreement, Park must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Valet and Shuttle Drivers have been trained on the Revised Hiring Process. The documentation must include the dates of the training, and the name and job title of each person who conducted the training.
 - C. Within the prescribed timeframes, Park must submit all documents and information referenced in section III.
 - D. Park must submit a progress report covering each six month period this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and must cover the six-month period beginning with the Effective Date. Each subsequent report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period. Park will submit the following in each progress report:
 - 1) Documentation of monetary payments to all Eligible Class Members as specified in section III.1.C.2. The documentation must include the names 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. Park must 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 and Shuttle Drivers 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, Park will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined the offer);
- 4) The total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for Valet and Shuttle Drivers positions during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at Park by a staffing firm or employment agency;
- 5) For Valet and Shuttle Drivers, the results of Park'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 C.F.R. § 60-3.4B (for purposes of the adverse impact analysis, Park must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; Park must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period);
- 6) 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 Park's evaluation of the individual components of the selection process for adverse impact; and
- 7) The actions taken by Park upon determining that any component of the selection process has an adverse impact on members of groups set forth in section III.2.C above.
- 8) Park will submit documentation of its in-depth analyses of its total employment process showing Park has done the following:
 - Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations and compensation at all levels to ensure the nondiscriminatory policy is carried out;
 - Required internal reporting on a scheduled basis measuring as to the degree to which equal employment opportunity and organizational objectives have been attained;
 - Reviewed report results with all levels of management;
 - Advised top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

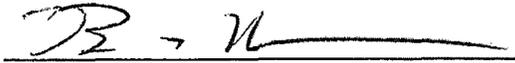
*Note: Number 8 is only required in the 2nd and (if necessary) 4th reports.

2. Park will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

Note: Park will also update its affirmative action program(s) to come into compliance with the requirements of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended, 41 CFR Part 300, revised as of March 24, 2014 (78 Fed. Reg. 58682) (Sep. 24, 2013, also online at <http://www.ecfr.gov>) and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, 41 CFR Part 741, revised as of March 24, 2014 (78 Fed. Reg. 58614) (Sep. 24, 2013, also online at <http://www.ecfr.gov>) at the start of its next standard 12-month AAP review and updating cycle.

Part V. SIGNATURES

This Conciliation Agreement is hereby executed by and between OFCCP and Everything Parking, Inc. d/b/a Park, Inc. ("Park").



Brian Haupricht
President
Everything Parking, Inc. d/b/a Park, Inc.
1415 Church Street, Suite T
Charlotte, North Carolina 28203

(b)(7)(C)

Compliance Officer
Office of Federal Contract Compliance
Programs

Date: 1/9/15

Date: 1/9/15



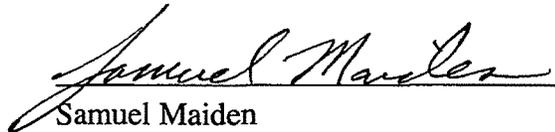
William Crews
Assistant District Director—Charlotte
Office of Federal Contract Compliance
Programs



Pamela Quinn
District Director—Charlotte
Office of Federal Contract Compliance
Programs

Date: 1/9/15

Date: 1/9/15



Samuel Maiden
Regional Director—Southeast
Office of Federal Contract Compliance
Programs

Date: 1/14/15

ATTACHMENT A

NOTICE TO AFFECTED CLASS

If you applied for a position as Valet or Shuttle Driver at Everything Parking, Inc. d/b/a Park, Inc. (“Park”), between June 1, 2011 and May 31, 2012, you may benefit from a recent legal settlement.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Everything Parking, Inc. d/b/a Park, Inc. (“Park”) that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you are one of the employees covered by the settlement. If you take the steps described in this notice by the deadline below, and meet all the requirements explained in the letter and the attached documents, you may be eligible for a payment of back wages from Park.

ARE YOU AFFECTED?

Women who applied for Valet or Shuttle Driver positions at Park between June 1, 2011 and May 31, 2012 are covered by this agreement.

WHAT IS THIS SETTLEMENT ABOUT?

The U. S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of Park’s hiring practices between June 1, 2011 and May 31, 2012. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP determined that Park did not afford equal employment opportunity to all female applicants.

Ultimately, OFCCP issued a Notice of Violations against Park on these claims. Although Park disagreed with our findings, they 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.

WHAT DOES THIS MEAN FOR YOU?

Because you for a Valet or Shuttle Driver position on the relevant date, this settlement may provide you some specific benefits.

- (i) **You may be eligible to receive a payment of at least \$302.27** (before taxes).

This payment represents your share of back wages and other payments Park is making to settle with OFCCP. The final amount you receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

WHAT IS YOUR NEXT STEP?

To be eligible for a payment, you must complete sign and return both the following enclosed documents, (1) Claim Form and (2) Release of Claims by [DATE TO BE DETERMINED]

Everything Parking, Inc.
Attn: [Insert Name]
Title: [Insert Name]
1415 Church Street, Suite, T
Charlotte, North Carolina 28203

The documents must be received by [DATE TO BE DETERMINED].

You may receive some or all of these benefits only if these forms confirm 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 documents by the deadline of [DATE TO BE DETERMINED] 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 call (b)(7)(C) at 704-749-3380 or email him at (b)(7)(C) [@dol.gov](mailto:(b)(7)(C)@dol.gov).

ATTACHMENT B

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 Everything Parking, Inc. d/b/a Park, Inc. (“Park”) and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email:

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

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

For purposes of this settlement, it is necessary to verify your gender:

Male _____ Female _____

Please indicate below whether you are currently interested in employment in a Valet or Shuttle Driver position with Park. If you complete, sign, and return this Information Verification and

Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

_____ Yes, I am still interested in employment with Park as a Valet or Shuttle Driver.

_____ No, I am not currently interested in employment with Park as a Valet or Shuttle Driver.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

(NAME)

(ADDRESS)

I, _____, certify the above is true and correct.

(print name)

Signature

Date

(b)(7)(C)

(b)(7)(C)

(b)(7)(C)

ATTACHMENT D

CLAIM FORM

If you complete this Claim Form, you may be eligible for a money payment.

All documents must be returned to Park to be eligible for any benefits including money payments under the terms of the settlement between Park and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. The forms must be received by [DATE TO BE DETERMINED]. You may either return the documents in person to Park or return it by first class mail to that address. You may also email the documents to ____.

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

This Claim Form will be used for the following purpose:

- (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.**

Please print legibly, except for the signature.

Step 1: Confirm important information we need to process your payment

Name: _____

Home Phone: _____

Cell Phone: _____

E-mail Address: _____

I confirm that the address on the cover letter is correct.

The address on the cover letter is not correct. My correct address is:

Address: _____

Notify Park at the address above if your address changes within the next six months.

Step 2: Confirm important information we need to process your payment

Your Social Security Number is required in order to process your payment for tax purposes.
Your Social Security Number will not be used for any other purpose.

____--____--_____

I certify the above as true and correct.

Signature

Date

ATTACHMENT E

RELEASE OF CLAIMS UNDER THE EXECUTIVE ORDER

This form must be submitted with the attached Claims form by [DATE] for you to receive any payment provided in the Conciliation Agreement.

This Release of Claims form is a legal document. This document states that in return for Everything Parking Inc. d/b/a Park, Inc. ("Park") paying you money, you agree that you will not file any lawsuit against Park for allegedly violating Executive Order 11246 in connection with its hiring procedures for female Valet and Shuttle Drivers. It also says that Park 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 [DATE TO BE DETERMINED], you will not receive any money.

In consideration of the payment by Park, of at least \$302.27, less deductions required by law, which I agree is acceptable, and also in consideration of the Conciliation Agreement between Park and the Office of Federal Contract Compliance Programs ("OFCCP"), I _____ agree to the following:

- I. I hereby waive, release and forever discharge Park, 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-hire as a Valet or Shuttle Driver on the basis of my gender at any time prior to the date of my signature on this Release.

- II. I understand that if I am concerned about how the process described in this Release applies to me, I may contact the OFCCP for assistance:

(b)(7)(C)
Compliance Officer
3800 Arco Corporate Drive, Suite 465
Charlotte, NC 28273
(b)(7)(C)

- III. I understand that Park denies that it treated me unlawfully or unfairly in any way and that Park entered into a settlement with OFCCP in the spirit of cooperation and to bring closure to the Compliance Review initiated by OFCCP in July 2012. I further agree that the payment of the above sum by Park to me is not to be construed as an admission of any liability by Park.

- IV. I declare that I have carefully 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.
- V. I understand that if I do not sign this Release and the Claim Form and return both of these documents to Park by [DATE TO BE DETERMINED], I will not receive any of the financial or other relief provided in the Conciliation Agreement.

Signature

Date

Be sure to attach this form to the "Claim" form included in this notice and return both documents together by the deadline)