

## CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

JOHN Q. HAMMONS HOTELS Management, LLC.

### **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the facility of World Golf Village Resort Hotel (“World Golf”) located at 500 S. Legacy Tr., St. Augustine, FL 32092 and found that World Golf 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. OFCCP notified World Golf of the specific violations found and the corrective actions required in a Notice of Violation issued on September 29, 2015. 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 John Q. Hammons Hotels Management, LLC . (“JQH”), the employer of the employees at World Golf at the time of the evaluation, enter this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below. In addition, Atrium Hospitality LP (“Atrium”), the current owner and operator of World Golf, enters into those parts, and only those parts, of this contract which specifically refer to it.

### **PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for JQH’s and Atrium’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 JQH or Atrium violate this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. JQH and Atrium agree 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. JQH and Atrium will permit access to its

premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. JQH and Atrium understand that nothing in this Agreement relieves them of their 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. JQH and Atrium will not 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 OFCCP’s Southeast Region (the “Effective Date”) unless the Director of OFCCP indicates otherwise within 30 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire 60 calendar days after Atrium submits the final progress report required in Part IV (D), below, unless OFCCP notifies JQH and Atrium in writing prior to the expiration date that JQH and Atrium has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines JQH and Atrium have met all of their obligations under the Agreement.
10. If JQH or Atrium violates this Conciliation Agreement,
  - a. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - i. If OFCCP believes that JQH or Atrium violated any term of the Agreement while it was in effect, OFCCP will send JQH or Atrium a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. JQH or Atrium will have 15 calendar 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.

- iii. If JQH or Atrium 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.
  - iv. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- b. JQH or Atrium 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.
- A. This Agreement does not constitute an admission by JQH or Atrium of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that JQH violated any laws.
- B. Each party shall bear its own fees and expenses with respect to this matter.
- C. 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**

#### Sex Discrimination in Hiring:

During the period January 1, 2013 through December 31, 2013, World Golf discriminated against female applicants on the basis of their gender in hiring for the Banquet Set Up and Housekeeping Utility positions. Specifically, World Golf's selection procedures resulted in a statistically significant disparity in the rates at which female applicants were hired into the Banquet Set Up and Housekeeping Utility positions as compared to male applicants for those positions.

OFCCP's analysis of the applicant and hire data revealed that World Golf's selection procedures had an adverse impact on the hiring of female applicants for the Banquet Set Up and Housekeeping Utility positions. Of the 42 qualified female applicants for Banquet Set Up, (7)(E) were hired; whereas of the (7)(E) male applicants, (7)(E) were hired. This resulted in a hiring shortfall of 3 females and a disparity that was statistically significant at (7)(E) standard deviations. Of the 33 qualified female applicants for Housekeeping Utility, (7)(E) were hired; whereas of the (7)(E) male applicants, (7)(E) were hired. This resulted in a hiring

shortfall of 2 females and a disparity that was statistically significant at (b)(5) standard deviations. World Golf failed to afford equal opportunity to 75 qualified female applicants because of their gender, in violation of 41 CFR § 60-1.4(a) (1).

**REMEDY:** JQH will cease and desist all selection procedures that resulted in discrimination against female applicants for Banquet Set Up and Housekeeping Utility positions alleged in this violation, as required by 41 CFR § 60-1.4(a)(1).

In addition, JQH, and or Atrium, will implement the following make-whole actions for the female applicants who were not hired for the Banquet Set Up and Housekeeping Utility positions during the review period of January 1, 2013 through December 31, 2013. ("Affected Class Members").

- a) **Notification:** Within 45 calendar days of the Effective Date of this Agreement, Atrium, with the cooperation of JQH, must notify the 75 female applicants who were not hired ("Affected Class Members") and are listed in Attachment A-1 "Female Affected Class Members – Banquet Set Up" and Attachment A-2 "Female Affected Class Members – Housekeeping Utility" of the terms of this Agreement by mailing by first class mail to each Affected Class Member the: Notice to Affected Class Members (Attachment B, "Notice"), Information Verification & Employment Interest Form (Attachment C, "Interest Form"), the Release of Claims under Executive Order 11246 (Attachment D, "Release"), and a postage paid return envelope. Affected Class Members will have 30 calendar days from the postmarked date of the Notice to return the completed "Information Verification & Employment Interest Form" and "Release of Claims under the Executive Order". Atrium will notify OFCCP of all letters returned as undeliverable within 60 calendar days of the effective date of this Agreement. OFCCP will then attempt to obtain and provide updated addresses to Atrium within 30 calendar days of receiving the list from Atrium. Atrium will have an additional 60 calendar days from receipt of the list of Affected Class Members located by OFCCP with new addresses to notify the individuals of their status as Affected Class Members (referred to as the "Second Notice") and to determine their interest in employment using Attachments B, C and D, as described above.
- b) **Eligibility:** All Affected Class Members listed on Attachment A-1 "Female Affected Class Members – Banquet Set Up" and Attachment A-2 "Female Affected Class Members – Housekeeping Utility" who sign and return the Release and Interest Form to Atrium within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form and Release are Affected Class Members and will receive an equal share of the monetary settlement and, if indicating an interest in employment, will be considered for a Banquet Set Up and/or Housekeeping Utility position pursuant to this Agreement provided that they meet the minimum qualifications, at the time that they apply, and that they successfully complete the selection process. If an Affected Class Member does not return the Release and Interest Form to Atrium within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form, and Release, she will no longer be entitled to any relief pursuant to this Agreement.



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

All Affected Class Members who appear on the final list of Affected Class Members approved by OFCCP are entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with Atrium.

- c) Monetary Settlement: Atrium agrees to distribute \$21,109.97 in back pay and \$699.30 in interest to the Banquet Set Up Class Members, and \$24,194.20 in back pay and \$996.53 in interest to the Housekeeping Utility Class Members, less deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and the Eligible Affected Class Members' share of FICA taxes), in equal shares among all those on the final Eligible Affected Class Members list. Atrium will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Affected 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, if required. These IRS forms will be mailed at the end of the applicable tax year in which the funds are disbursed. Atrium will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Affected Class Members.

Within 15 calendar days of Atrium's receipt of a check to an Eligible Affected Class Member returned as undeliverable, Atrium will notify OFCCP of this fact via e-mail sent to Compliance Officer (7)(C), (7)(E), (7)(C), (7)(E)@dol.gov. OFCCP will have 15 calendar days to locate the Eligible Affected Class Member, and if OFCCP obtains an alternate address in the designated time period, Atrium will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Eligible Affected Class Member will be void. With respect to any checks that are returned as undeliverable after the second mailing, Atrium will make a second distribution, in equal shares, to all Eligible Affected Class Members who cashed their first check, if the total amount of the undelivered checks would result in a payment of \$20.00 or more to each of the located Eligible Affected Class Members who cashed at least one of their checks. Atrium will mail the second distribution, if required, to such Eligible Affected Class Members within 30 calendar days after JQH is notified by the OFCCP they are unable to locate new addresses. If any delivered, but uncashed, funds remain after the second distribution, Atrium will deposit all the funds to be paid pursuant to this Conciliation Agreement in an interest bearing account maintained by Atrium at the prevailing interest rate. Atrium will notify OFCCP when this action is complete and provide appropriate documentation. Atrium will provide OFCCP with a point of contact that can provide the current balance of the account and the amount of accrued interest at which time OFCCP and Atrium will use of the funds for redistribution.

- d) Offers of Employment: As positions become available at World Golf, Atrium will consider and make offers in writing via certified mail to Eligible Affected Class Members, not currently employed by Atrium, who express interest in employment with Atrium at its establishment until 3 Eligible Affected Class Members are offered positions in the Banquet Set Up position and 2 Eligible Affected Class Members are offered positions in the Housekeeping Utility position, or until the list of Eligible Affected Class Members expressing an interest in employment is exhausted, whichever occurs first. The written job offer shall include the job title and starting hourly wage.

Eligible Affected Class Members will be considered in the order that Atrium receives their Interest Forms. If Atrium receives more than one response on any given day, those Eligible Affected Class Members will be considered for employment based on the date of their first original application to Atrium. Atrium will initiate its hiring process of Eligible Affected Class Members within 30 calendar days after the OFCCP notifies Atrium of its approval of the final Eligible Affected Class Member list and will attempt to satisfy its hiring obligations under this section within 1 year of the Effective Date of this Agreement. If Atrium is not able to make 5 offers of employment to Eligible Affected Class Members at the World Golf facility or to exhaust the list of Eligible Affected Class Members expressing an interest in employment within 1 year, OFCCP may extend the hiring provision only of this Agreement for up to 6 months or until Atrium satisfies its employment obligations, whichever occurs first. Until the list of Eligible Affected Class Members is exhausted, the female Eligible Affected Class Members will have priority over all other candidates for hire into the Banquet Set Up and Housekeeping Utility positions.

The report-to-work date for Eligible Affected Class Members hired pursuant to this Agreement shall be no later than 14 calendar days after the date of the written conditional job offer. If any Eligible Affected Class Member does not report to work on the day designated by Atrium without providing Atrium on or before that day notice of good cause for the absence (e.g. personal illness or care for an immediate family member), or if good cause is provided and the Eligible Affected Class Member does not report to work within 5 calendar days of the original designated start date, Atrium may withdraw the job offer and shall be under no obligation to hire such Eligible Affected Class Member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available for review by OFCCP.

- e) Retroactive Seniority: Eligible Affected Class Members who begin employment as a result of this Agreement will be given retroactive seniority dating back to the date each hired Eligible Affected Class Member originally applied for employment. Such retroactive seniority shall be provided solely for purposes of vacation, paid personal business or illness days, hourly rate, Income Extension Aid, Family Medical Leave Act, and other mandated state or local leaves.

#### **Part IV. REPORTS REQUIRED**

Atrium agrees to furnish OFCCP with three (3) progress reports. Atrium must submit the documents and reports described below to the following address:

United States Department of Labor  
Office of Federal Contract Compliance Programs  
Miguel Rivera, District Director—Miami  
Brickell Plaza Federal Building  
909 SE 1<sup>st</sup> Ave., Rm. 722  
Miami, FL33313

The first report will be due within 275 calendar days of the effective date of this Agreement and will include:

1. Documentation of monetary relief provided to all Affected Class Members as specified in the Remedy. The documentation shall include copies of all signed "Information Verification & Employment Interest Forms," "Release of Claims Under Executive Order 11246," and canceled checks disbursed by Atrium to Eligible Affected Class Members, or other equivalent documentation verifying that all Eligible Affected Class Members were paid;
2. Documentation of all Eligible Affected Class Members who were offered and/or hired into Banquet Set Up and Housekeeping Utility positions. The documentation will include all written job offers extended to Eligible Affected Class Members; a list of the names of hired Eligible Affected Class Members; a list of the names of Eligible Affected Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Eligible Affected Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;
3. Documentation of individuals who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Atrium determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled; and
4. If Atrium has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.

The second report will be due within 360 calendar days from the effective date of the agreement and will include:

1. Documentation of all Eligible Affected Class Members who were offered and/or hired into Banquet Set Up and Housekeeping Utility positions. The documentation will include all written job offers extended to Eligible Affected Class Members; a list of the names of hired Eligible Affected Class Members; a list of the names of Eligible Affected Class Members

who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Eligible Affected Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;

2. Documentation of individuals who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Atrium determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled;
3. If Atrium has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it;

The third report will be due within 704 calendar days from the effective date of the agreement and will include:

1. The documentation described above for Item 2 in the first progress report with respect to any additional Eligible Affected Class Members offered or hired into a position pursuant to this Agreement;
2. For each Eligible Affected Class Members hired who has completed the 90 day probationary period, Atrium will submit documentation of date(s) of retroactive seniority.

#### **Part V. APPROVAL BY BANKRUPTCY COURT**

**This Conciliation Agreement is contingent on, and subject to, the approval of the United States District Court for the District of Kansas.**

#### **Part VI. SIGNATURES**



This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs, JOHN Q. HAMMONS HOTELS MANAGEMENT LLC and ATRIUM HOSPITALITY LP

(6), (7)(C)

**Mark Deloach**  
Director, Legal  
Atrium Hospitality

Date: 1-24-2017

(6), (7)(C)

**Gregory D. Groves**  
Sr. Vice President  
John Q. Hammons Hotels, Management, LLC  
Compliance

Date: 12-6-16

(6), (7)(C)

**Samuel Maiden**  
Regional Director - Southeast  
Office of Federal Contract  
Programs

Date: 01/27/2017

(6), (7)(C)

**Dawn Hayn**  
Assistant District Director - Orlando  
Office of Federal Contract Compliance  
Programs

Date: 01/27/2017

(6), (7)(C)

**Miguel Rivera**  
District Director - Miami  
Office of Federal Contract Compliance  
Programs

Date: 01/26/2017

(6), (7)(C), (7)(E)

Compliance Officer - Jacksonville  
Office of Federal Contract Compliance  
Programs

Date: 1/26/2017

**ATTACHMENT A-1**  
**FEMALE AFFECTED CLASS MEMBERS – BANQUET SET UP**

1.	(6), (7)(C)	23.	(6), (7)(C)
2.	(6), (7)(C)	24.	(6), (7)(C)
3.	(6), (7)(C)	25.	(6), (7)(C)
4.	(6), (7)(C)	26.	(6), (7)(C)
5.	(6), (7)(C)	27.	(6), (7)(C)
6.	(6), (7)(C)	28.	(6), (7)(C)
7.	(6), (7)(C)	29.	(6), (7)(C)
8.	(6), (7)(C)	30.	(6), (7)(C)
9.	(6), (7)(C)	31.	(6), (7)(C)
10.	(6), (7)(C)	32.	(6), (7)(C)
11.	(6), (7)(C)	33.	(6), (7)(C)
12.	(6), (7)(C)	34.	(6), (7)(C)
13.	(6), (7)(C)	35.	(6), (7)(C)
14.	(6), (7)(C)	36.	(6), (7)(C)
15.	(6), (7)(C)	37.	(6), (7)(C)
16.	(6), (7)(C)	38.	(6), (7)(C)
17.	(6), (7)(C)	39.	(6), (7)(C)
18.	(6), (7)(C)	40.	(6), (7)(C)
19.	(6), (7)(C)	41.	(6), (7)(C)
20.	(6), (7)(C)	42.	(6), (7)(C)
21.	(6), (7)(C)		
22.	(6), (7)(C)		

**ATTACHMENT A-2**  
**FEMALE AFFECTED CLASS MEMBERS – HOUSEKEEPING UTILITY**

1.	(6), (7)(C)	19.	(6), (7)(C)
2.		20.	
3.		21.	
4.		22.	
5.		23.	
6.		24.	
7.		25.	
8.		26.	
9.		27.	
10.		28.	
11.		29.	
12.		30.	
13.		31.	
14.		32.	
15.		33.	
16.			
17.			
18.			

## ATTACHMENT B

### NOTICE TO AFFECTED CLASS MEMBERS

You may be able to receive money and a job offer due to a legal settlement between John Q. Hammons Hotels Management, LLC and Atrium Hospitality LP and the U.S. Department of Labor.

*We are writing to provide information about a legal settlement between the U.S. Department of Labor and John Q. Hammons Hotels Management, LLC (JQH) and Atrium Hospitality LP (Atrium) that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment.*

#### **ARE YOU AFFECTED?**

Women who applied for employment in the **Banquet Set Up positions** with World Golf at its St. Augustine, Florida establishment during the time period listed are covered by this settlement.

#### **WHAT IS THIS SETTLEMENT ABOUT?**

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of JQH's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP's analysis of JQH's hiring process and selection procedures revealed that, during the period of January 1, 2013 through December 31, 2013, JQH discriminated against **female** applicants for the Banquet Set Up position. OFCCP found a statistically significant disparity in the hiring of male applicants in the Banquet Set position based on gender.

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

As a result, money must be paid to women who applied for the Banquet Set Up position at this location during the dates above. Additionally, Atrium, as a result of a joint conciliation agreement, will provide job offers on behalf of JQH.

#### **WHAT DOES THIS MEAN FOR YOU?**

Because you applied for a Banquet Set Up position during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$519.33** (before taxes). This payment represents your share of back wages and other payments World Golf is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) Atrium will be making job offers for the Banquet Set Up position to some of the individuals receiving this notification. It is not guaranteed that you will be hired for a Banquet Set Up position. If you are interested in a job, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

### WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or Jacinta Carter, SVP Human Resource. Please do not ignore this Notice or throw it away.

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

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed claim form and release form within 30 calendar days from the date of mailing by Atrium. There are instructions on the form about how to mail it in.

### **The Claim Form must be received by (date).**

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

**You must follow all of the instructions in this notice and return all of the documents by the deadline of (date) to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.**

### HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Jacinta Carter, SVP Human Resources, Atrium Hospitality, LP, 12735 Morris Road Ext, Suite 400, Alpharetta, GA 30004, (678) 566-3700. You may also contact Compliance Officer (7)(C), (7)(E) at (7)(C), (7)(E).



## ATTACHMENT B

### NOTICE TO AFFECTED CLASS MEMBERS

You may be able to receive money and a job offer due to a legal settlement between John Q. Hammons Hotels Management, LLC and Atrium Hospitality LP and the U.S. Department of Labor.

*We are writing to provide information about a legal settlement between the U.S. Department of Labor, John Q. Hammons Hotels Management, LLC (JQH) and Atrium Hospitality LP (Atrium) that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment.*

#### **ARE YOU AFFECTED?**

Women who applied for employment in the **Housekeeping Utility positions** with World Golf at its St. Augustine, Florida establishment during the time period listed are covered by this settlement.

#### **WHAT IS THIS SETTLEMENT ABOUT?**

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of JQH's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP's analysis of JQH's hiring process and selection procedures revealed that, during the period of January 1, 2013 through December 31, 2013, JQH discriminated against **female** applicants for the Housekeeping Utility position. OFCCP found a statistically significant disparity in the hiring of male applicants in the Housekeeping Utility position based on gender.

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

As a result, money must be paid to women who applied for the Housekeeping Utility position at this location during the dates above. Additionally, Atrium, as a result of a joint conciliation agreement, will provide job offers on behalf of JQH.

#### **WHAT DOES THIS MEAN FOR YOU?**

Because you applied for a Housekeeping Utility position during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$763.35** (before taxes). This payment represents your share of back wages and other payments Atrium is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) Atrium will be making job offers for the Housekeeping Utility position to some of the individuals receiving this notification. It is not guaranteed that you will be hired for a Housekeeping Utility position. If you are interested in a job, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

### WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or Jacinta Carter, SVP Human Resources. Please do not ignore this Notice or throw it away.

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

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed claim form, and release form within 30 calendar days of the date of mailing by JQH. There are instructions on the form about how to mail it in.

### **The Claim Form must be received by (date).**

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

**You must follow all of the instructions in this notice and return all of the documents by the deadline of (date) to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.**

### HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Jacinta Carter, SVP Human Resources, Atrium Hospitality, LP, 12735 Morris Road Ext, Suite 400, Alpharetta, GA 30004, (678) 566-3700. You may also contact Compliance Officer (7)(C), (7)(E) at (7)(C), (7)(E).

## Claim Form – Affected Applicants

---

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

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

**DEADLINE TO RESPOND IS (date)**

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

To receive an award (such as money or a job offer), you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before [Deadline above], to:

**Jacinta Carter  
SVP Human Resources  
Atrium Hospitality LP  
12735 Morris Road Ext  
Alpharetta, GA 30004**

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

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

\*\*\*

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

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

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

Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

- I confirm that the address on the envelope is correct.
- The address on the envelope is not correct. My correct address is:

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please verify [or provide] your social security number** \_\_\_\_\_

*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.*

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

**Compliance Officer (7)(C), (7)(E)**  
**U.S. Department of Labor, Office of Federal Contract Compliance Programs**  
**400 W. Bay St., Rm. 939, Jacksonville, FL 32202**  
**Phone: (7)(C), (7)(E) or Email: (7)(C), (7)(E)@dol.gov**

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

- Yes, I am still interested in a Housekeeping Utility position with World Golf Village Resort Hotel.
- No, I am not currently interested in a Housekeeping Utility position with World Golf Village Resort Hotel.
- I am currently employed by World Golf Village Resort Hotel.

**Step 3: Sign and return along with the Release Form**

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D - RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

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

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Atrium Hospitality LP (Atrium) paying you money, you agree that you will not file any lawsuit against Atrium and/or John Q. Hammons Hotels Management, LLC ("Contractor") for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Banquet Set up positions. It also says that Contractor does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

Females who applied for employment in the Banquet Set Up position- In consideration of the payment of at least \$519.33 (less deductions required by law) by Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge John Q. Hammons Hotels Management, LLC and Atrium Hospitality LP, their predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release.

II.

I understand that John Q. Hammons Hotels Management, LLC denies that it treated me unlawfully or unfairly in any way and that Contractor 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 hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by Contractor to me is not to be construed as an admission of any liability by Contractor.

III.

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

I understand that if I do not sign this Release and return it to Jacinta Carter, SVP Human Resources, , such that it is received by (date), I will not be entitled to receive any payment (less deductions required by law).

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



**ATTACHMENT D - RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

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

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Atrium Hospitality LP ("Atrium") paying you money, you agree that you will not file any lawsuit against Atrium and/or John Q. Hammons Hotels Management, LLC ("Contractor") for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Housekeeping Utility positions. It also says that Contractor does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

Females who applied for employment in the Housekeeping Utility position- In consideration of the payment of at least \$763.35 (less deductions required by law) by Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge John Q. Hammons Hotels Management, LLC and Atrium Hospitality LP, their predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release.

II.

I understand that John Q. Hammons Hotels Management, LLC denies that it treated me unlawfully or unfairly in any way and that Contractor 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 hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by Contractor to me is not to be construed as an admission of any liability by Contractor.

III.

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

I understand that if I do not sign this Release and return it to Jacinta Carter, SVP Human Resources, such that it is received by (date), I will not be entitled to receive any payment (less deductions required by law).

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_