

CONCILIATION AGREEMENT
Between
THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
and
PENSKE TRUCK LEASING CO., L.P.
Route 10 Green Hills
Reading, PA 19603

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Penske Truck Leasing Co., L.P.'s establishment located at Route 10 Green Hills, Reading, PA 19603 ("Penske" or "Penske Green Hills") beginning on November 26, 2014. As a result of this evaluation, OFCCP alleges that Penske Green Hills was not in compliance with Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Parts 60-1 and 60-20.

OFCCP notified Penske of the alleged violations found and the corrective actions required in a Notice of Violations issued on January 11, 2018. In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for the sufficient and valuable consideration described in this document, OFCCP and Penske Green Hills enter into this Conciliation Agreement, incorporating the attachments by reference, and agree to all of the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Penske Green Hills' fulfillment of all obligations in Parts III and IV of this Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the alleged 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 alleged violations described in Part III if Penske Green Hills violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Penske Green Hills 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. Penske Green Hills will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Penske Green Hills currently holds no federal contracts and is exempt from 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. Penske Green Hills understands that, if in the future, Penske Green Hills becomes a covered federal contractor subject to E.O. 11246, Section 503, and/or VEVRAA, Penske Green Hills will be required to fully comply with the affirmative action requirements of these laws.

4. Penske Green Hills 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 Mid-Atlantic Region (the “Effective Date”).
9. This Agreement will expire sixty (60) days after Penske Green Hills submits the final report required in Part IV.1 below, unless OFCCP notifies Penske Green Hills in writing prior to the expiration date that Penske Green Hills has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Penske has met all of its obligations under the Agreement.
10. If Penske Green Hills violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Penske Green Hills violated any term of the Agreement while it was in effect, OFCCP will send Penske Green Hills a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Penske Green Hills 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 Penske Green Hills 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. Penske Green Hills 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 Penske of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Penske violated any laws.

PART III. SPECIFIC ALLEGED VIOLATIONS AND REMEDIES

1. **ALLEGED VIOLATION:** OFCCP alleges that, during the period between January 1, 2013 through December 31, 2013, Penske Green Hills discriminated against female Professional employees in Information Technology and Finance EEO-2 category roles on the basis of their sex with respect to their compensation, in violation of 41 C.F.R. §§ 60-1.4(a)(1), -20.3(c), -20.5. Specifically, OFCCP alleges that a review of the compensation practices for Professional employees in Information Technology and Finance EEO-2 category roles in 2013 revealed that Penske Green Hills paid 104 female employees less in salary, on average, than similarly-situated male employees employed in similar roles.

OFCCP conducted a regression analysis using Penske Green Hills' payroll data, controlling for sex and other factors that Penske Green Hills identified as influencing pay. OFCCP contends that this regression analysis showed a statistical difference in salary for female Professional employees in Information Technology and Finance EEO-2 category roles in 2013 which OFCCP contends were statistically significant at b7(D) standard deviations. OFCCP contends that these differences could not be explained by legitimate differences among workers or their jobs.

Penske has cooperated with OFCCP's investigation of its Green Hills establishment and has cooperated with the agency to resolve this matter. Penske denies that it failed to comply with the Executive Order and its implementing regulations.

REMEDY:

a) **Notice:** Within forty-five (45) calendar days¹ of the Effective Date of this Agreement, Penske Green Hills will provide notice to all "Class Members," which is defined as the 104 female employees and former employees who held Professional positions in Information Technology and Finance EEO-2 category roles in 2013. The notice will be sent by first-class mail and will include: (a) the Notice to Affected Class ("Notice"); (b)

¹ All references to "days" in this Agreement are to calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or Federal holiday, that deadline will be extended to the next business day.

the Claim Form; (c) the Release of Claims under Executive Order 11246 ("Release"); and (d) a postage-paid return envelope. Each Class Member (or her legal representative in the event that she is deceased) shall have forty-five (45) days from the postmark date of the Notice to respond by returning the completed Claim Form and Release to the settlement administrator. Any response postmarked by the forty-fifth (45th) day following the postmark date of the Notice shall be considered to have been submitted within the 45-day period.

Within fifteen (15) days after expiration of the response deadline set out in the Claim Form, Penske Green Hills will notify OFCCP of all letters returned as undeliverable and will provide OFCCP with a list of the Class Members who have not yet responded to the Notice and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to Penske Green Hills within fifteen (15) days of receiving the list from Penske Green Hills. Within fifteen (15) days of its receipt from OFCCP of such list, Penske Green Hills shall mail by first class mail a second Notice, Claim Form, Release, and postage-paid return envelope to all Class Members for whom updated addresses were obtained from OFCCP.

- b) Eligibility: All Class Members who timely sign and return the Claim Form and Release to the settlement administrator in accordance with the instructions in the Notice and within the forty-five (45) day period in response to either the initial or the second mailing will be referred to as Eligible Class Members who will receive a share of the monetary settlement. If a Class Member receives, but does not return, the Claim Form and Release to the settlement administrator within forty five (45) calendar days of the postmark date on the envelope containing the Notice and Claim Form in either the initial or second mailing, she will no longer be entitled to any relief under this Agreement.

Penske Green Hills will provide OFCCP with the list of Eligible Class Members within fifteen (15) days of its receipt of the last completed Claim Form and Release submitted within the 45-day period in response to the second mailing.

Within fifteen (15) calendar days after receiving the list, OFCCP will approve the list of Eligible Class Members or discuss with Penske Green Hills any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

- c) Settlement Fund: In settlement of all claims for back pay and interest, Penske Green Hills agrees to distribute \$300,000 (\$281,427 in back pay and \$18,573 in interest), less legal deductions required by law (such as federal, state and/or local taxes and FICA), to all Eligible Class Members through a pro rata distribution, with each Class Member receiving an equal share. Penske Green Hills will pay the Internal Revenue Service ("IRS") the employer's share of Social Security withholding attributable to the funds designated as back pay which are paid to each Eligible Class Member. At such time as Penske Green Hills provides its employees with Forms W-2, Penske Green Hills shall also mail an IRS W-2 Form to each Eligible Class Member not employed by Penske Green Hills. For the portion designated as interest, Penske Green Hills will not make any deductions and will issue an IRS Form 1099 at the same time it issues the Forms W-2.

Penske Green Hills will disburse the monetary settlement within thirty (30) days after OFCCP approves the final list of Eligible Class Members.

Within fifteen (15) days of Penske Green Hills' receipt of a check to an Eligible Class Member returned as undeliverable, Penske Green Hills will notify OFCCP of this fact via e-mail sent to Edward J. Rogers, District Director, at (b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Eligible Class Member and, if OFCCP obtains an alternate address, Penske Green Hills will re-mail the check within fifteen (15) 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 voided. Further,

- 1) If there is any amount of money remaining from the settlement monies due to uncashed or undeliverable checks ("Residual Amount"), OFCCP and Penske Green Hills will cooperate in good faith to facilitate the distribution of the remaining funds and they shall be distributed through a pro rata distribution to the Class Members.
 - 2) Payment of shares of any Residual Amount shall be made in the manner specified in a) above.
 - 3) If the total amount of uncashed funds or undeliverable checks would result in a payment of less than \$50 to each Eligible Class Member who cashes the first disbursement check, Penske Green Hills will use those uncashed funds to provide training in equal employment opportunity to its personnel at the Green Hills establishment, in addition to the training required under part e.4 below in the event that Penske Green Hills becomes a federal contractor during the term of this Agreement.
- d) Salary Adjustments: Penske Green Hills has examined its compensation system and has informed OFCCP that no gender-based disparity in pay exists between female and male Professionals employed in Information Technology and Finance EEO-2 category roles.
- e) Non-Monetary Remedies: The obligations contained in this section 1.e apply only if and to the extent Penske Green Hills becomes a federal contractor covered under E.O. 11246 during the term of this Agreement. Otherwise, Penske Green Hills has no obligations under this section:
- 1) Evaluation: Penske will conduct a study for Professionals employed in Information Technology and Finance EEO-2 category roles to evaluate whether promotion decisions, performance evaluation ratings, procedures for assigning work, the availability of training opportunities, leave policies, steering applicants into low-paying jobs, and/or limiting the opportunity to transfer to better jobs have a disproportionately negative effect on the compensation of female employees.
 - 2) Implement Improved Policies: Penske will develop and write new policies to eliminate all practices that allegedly had an adverse effect on the compensation of females. Penske will write and implement procedures to ensure that compensation

decisions are tracked and evaluated for compliance with the revised compensation policy.

- 3) Training: Within 120 days of the Effective Date of this Agreement, Penske will train all individuals involved in any way in determining compensation for Professionals employed in Information Technology and Finance EEO-2 category roles on all new and revised policies, procedures, and programs developed under Part III of this Agreement.
- 4) Self-Monitoring/Auditing: Penske will monitor base salary as well as the administration of non-base compensation and benefits and adverse employment actions for any indication of statistically-significant disparities based on gender and will investigate and remedy any such inequity that may be found.
 - Penske expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities.
 - Penske commits to self-monitor its compensation program for Professionals employed in Information Technology and Finance EEO-2 category roles on an annual basis.

This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible 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 specific Agreement.

PART IV: REPORT REQUIRED

1. In order for OFCCP to monitor Penske Green Hills' progress toward fulfilling the provisions of this Agreement, Penske Green Hills will submit the documents and specific report described below to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: Edward J. Rogers, District Director
900 Market Street, Suite 311
Philadelphia, PA 19107

A. The report shall be due on or before December 15, 2018, and will include:

- 1) Documentation of the monetary payment to all Eligible Class Members as specified in Part III.1.c above. The documentation will include the names of the Eligible Class Members who were paid and, for each Eligible Class Member, the number and

amount of the check and the date the check cleared the bank. Penske Green Hills will provide OFCCP with verification of all payments upon request.

- 2) A statement certifying that Penske Green Hills does not hold any covered federal contracts, or, if Penske Green Hills does hold covered federal contracts, then Penske will provide:
 - a. A copy of the written revised compensation policy as described in Part III.1.e.2.
 - b. Documentation that all managers, supervisors, and other personnel involved in making compensation decisions for Professional employees in Information Technology and Finance EEO-2 category roles have received training on all new and revised policies, procedures, and programs developed under Part III.1.e.3.
2. Penske Green Hills will retain all records and data pertinent to the alleged violations resolved by this Agreement and/or used to prepare the required report until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Penske Truck Leasing, Co., L.P., Route 10 Green Hills, Reading, PA 19603.

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

DAVID J. BATTISTI
SVP & General Counsel
Penske Truck Leasing, Co., L.P.

Date: September 24, 2018

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

MICHELE HODGE
Regional Director
U.S. Department of Labor/OFCCP
Mid-Atlantic Region

Date: September 27, 2018

Penske R00193653 Class Members

No.	Back Pay	Interest
1	\$ 2,706.0288	\$ 178.5865
2	\$ 2,706.0288	\$ 178.5865
3	\$ 2,706.0288	\$ 178.5865
4	\$ 2,706.0288	\$ 178.5865
5	\$ 2,706.0288	\$ 178.5865
6	\$ 2,706.0288	\$ 178.5865
7	\$ 2,706.0288	\$ 178.5865
8	\$ 2,706.0288	\$ 178.5865
9	\$ 2,706.0288	\$ 178.5865
10	\$ 2,706.0288	\$ 178.5865
11	\$ 2,706.0288	\$ 178.5865
12	\$ 2,706.0288	\$ 178.5865
13	\$ 2,706.0288	\$ 178.5865
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98	\$ 2,706.0288	\$ 178.5865
99	\$ 2,706.0288	\$ 178.5865
100	\$ 2,706.0288	\$ 178.5865
101	\$ 2,706.0288	\$ 178.5865
102	\$ 2,706.0288	\$ 178.5865
103	\$ 2,706.0288	\$ 178.5865
104	\$ 2,706.0288	\$ 178.5865

NOTICE TO AFFECTED CLASS MEMBERS

If you are female and were employed by Penske Truck Leasing at its Green Hills establishment as a Professional employee in an Information Technology or Finance EEO-2 category role between January 1, 2013 and December 31, 2013, you may benefit from a recent legal settlement with the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Penske Truck Leasing ("Penske Green Hills") that may benefit you. This settlement involves allegations of pay discrimination, and our records show that you may be one of the employees or former employees 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.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Penske Green Hills' compensation practices during 2013. OFCCP is the government agency responsible for enforcing nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. After completing its investigation, OFCCP issued a Notice of Violation alleging that Penske Green Hills discriminated in compensation against female Professional employees in Information Technology and Finance EEO-2 category roles at Penske's Green Hills establishment from January 1, 2013 through December 31, 2013. Penske Green Hills denies any violation of any laws or affirmative action regulations and/or requirements and there has not been any adjudicated finding that Penske Green Hills violated any laws. OFCCP and Penske Green Hills entered into an Agreement to resolve this matter without resorting to further legal proceedings and, through this Agreement, Penske agreed to pay affected employees a total sum of \$300,000.00.

ARE YOU AFFECTED?

Female Professional employees who worked in an Information Technology or Finance EEO-2 category role at Penske's Green Hills establishment between January 1, 2013 and December 31, 2013 are included in this settlement. You have been identified as a female employed in one of these roles during 2013.

WHAT DOES THIS MEAN FOR YOU?

You may be eligible to receive a monetary payment of at least \$2,884.61. This payment amount represents your likely share of back wages and other payments Penske is making to settle OFCCP's allegations. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

To get these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the OFCCP or the settlement administrator.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money.

To be eligible for a payment, you must complete, sign, and return the two enclosed forms: (1) the Claim Form and (2) the "Release of Claims Under Executive Order 11246" form. Both the Claim Form and Release must be received by _____.

Send your completed and signed forms to:

TBD
Address

The forms must be postmarked by [insert actual date].

You will receive a monetary payment only if the information on the Claim Form confirms that you are one of the individuals covered by the settlement. After you complete and return the Claim Form and Release, a final decision will be made about your eligibility. Under the terms of the Agreement, it may take up to six months from the date of this Notice before you receive a monetary payment.

If you fail to return both the Claim Form and Release by the deadline, or if your completed Claim Form does not verify your eligibility, you will not receive any money from the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact [insert settlement administrator contact name and phone/email] or OFCCP Compliance Officer (b) (6), (b) (7)(C) [redacted]. You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml.

Enclosures (2): Claim Form, Release of Claims

CLAIM FORM

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

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) FROM THE SETTLEMENT BETWEEN OFCCP AND PENSKE GREEN HILLS

DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR

If you complete this Claim Form, you may be eligible for a money payment from the settlement between OFCCP and Penske Green Hills. To receive any monetary payment under the terms of this settlement, you must complete and return this Claim Form and the enclosed Release Form postmarked on or before [*Deadline above*] to:

[*Name and Address*]

If you do not submit a properly completed Claim Form and Release Form on or before [*Deadline above*], then your claim will not be timely and **you will not receive any money from this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use to return the Claim Form and Release.

This Claim Form will only be used to confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.

NOTE: This Claim Form is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____ Last Name _____

Any other names you have used: _____

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 provide the last four digits of your social security number _____

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

Notify us at the address below if your address changes or contact us if you have any questions about this Claim Form, the Notice, or the settlement.

Name

Address

Phone

Email/website link

Step 2: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Printed Name

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE TO AFFECTED CLASS MEMBERS 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 Penske Truck Leasing Co., L.P. ("Penske Green Hills") providing you with money, you agree that you will not file any lawsuit against Penske Green Hills for allegedly violating Executive Order 11246 in its compensation of female Professional employees working in Information Technology and Finance EEO-1 category 2 roles in 2013. It says that Penske Green Hills does not admit that it violated any laws. This Release also says you had sufficient time to look at the Release; to talk with others about the Release, including an attorney if you choose; and that no one pressured you into signing the Release. Finally, it says that if you do not sign and return the Release by a certain date, you will not receive any money.

In consideration of the monetary payment (less deductions required by law) by Penske Green Hills to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Penske Green Hills, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to compensation discrimination against female employees during the period of January 1, 2013 through December 31, 2013.

II.

I understand that Penske Green Hills denies that it treated me unlawfully or unfairly in any way and that Penske Green Hills 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 without further legal proceedings all issues related to OFCCP's compliance review of Penske Green Hills initiated on November 26, 2014. I further agree that the payment of the aforesaid sum by Penske Green Hills to me is not to be construed as an admission of any liability by Penske Green Hills.

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 [settlement administrator contact] within forty-five (45) days from the date the envelope containing this Release was postmarked, then I will not be entitled to receive any monetary payment (less deductions required by law).

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

Signature: _____ Date: _____

Printed Name: _____