

CONCILIATION AGREEMENT

Between

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

And

LAZ PARKING CALIFORNIA, LLC

I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") is currently evaluating the LAZ Parking California, LLC ("the Contractor" or "LAZ") establishment located at 9333 Genesee Ave, Suite 220, San Diego, CA 92121-2113, which includes various locations in the Southern California region which roll into a single AAP ("Reviewed Establishment"). OFCCP is alleging that the Contractor was not in compliance with Executive Order 11246 as amended ("E.O. 11246" or "Executive Order"), and its implementing regulations at 41 Code of Federal Regulations (CFR) Parts 60-1 through 60-3. In the interest of resolving the alleged violations without engaging in enforcement proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and the Contractor enter into this Conciliation Agreement ("Agreement"), and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

II. GENERAL TERMS AND CONDITIONS

1. In exchange for the Contractor's fulfillment of all obligations of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, based on the alleged violations described in more detail 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 herein if the Contractor violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review the Contractor's compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents as may be relevant to the matter under investigation and pertinent to the Contractor's compliance. The Contractor will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents required.

3. This Agreement does not constitute an admission by the Contractor of any violation of or noncompliance with EO 11246, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudication on the merits regarding any such violation.
4. The Contractor understands that nothing in this Agreement relieves the Contractor of its obligation to fully comply with the requirements of EO 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment opportunity laws.
5. The Contractor will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. OFCCP and the Contractor ("the parties") understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, the parties will work in good faith with all parties to make the corrections.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director for the Pacific Region, Enforcement Director, or OFCCP career Deputy Director (the "Effective Date").
10. This Agreement will expire sixty (60) days after the Contractor submits the final progress report required in Part VI below, unless OFCCP notifies the Contractor in writing prior to the expiration date that the Contractor has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines the Contractor has met all of its obligations under the Agreement.
11. Each party shall bear its own fees and expenses with respect to this matter.
12. If the Contractor violates this Conciliation Agreement,
 - a. The procedures set forth at 41 CFR 60-1.34 will govern;

- i. OFCCP will send the Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The Contractor 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.
 - iii. If the Contractor 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. In the event of a breach of this Agreement by the Contractor, per 41 CFR 60-1.34, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
13. The Contractor 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.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than OFCCP, and cannot be used as evidence that the Contractor is not in compliance with any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, and VEVRAA. The Contractor and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
15. 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 either party's policies, practices, or positions 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.
16. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.
17. This Agreement is between OFCCP and the Contractor (as collectively defined above) and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of the Contractor.

III. ALLEGED DISCRIMINATION VIOLATIONS

Selection Disparities.

Based on the compliance evaluations at the Reviewed Establishment listed in Part I, OFCCP alleges that the Contractor is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR 60-1.4(a)(1). OFCCP's preliminary findings revealed statistically significant disparities in the selection procedures during the period May 1, 2018 – April 30, 2019 for the following positions:

1. Valet/Shuttle Driver positions, resulting in a hiring shortfall of 25 Female and 10 Black applicants.
2. Customer Service Representative positions, resulting in a hiring shortfall of 14 Female applicants.

IV. MONETARY and NON-MONETARY REMEDIES

1. Settlement Fund

- a. **Settlement Fund Account.** Within thirty (30) days after the Effective Date, the Contractor will deposit a total of \$320,000 in an FDIC-insured interest-bearing account maintained by the Contractor at the prevailing interest rate. By the deadline set forth in the negotiated distribution schedule ("Timeline") in Attachment C, the Contractor will notify OFCCP when this action is complete and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. By the dates set forth in the Timeline, the Contractor will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account. The Settlement Fund is a negotiated amount that represents estimated back pay and accrued interest. The Contractor's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and FICA) is not part of the Settlement Fund. The Contractor will be responsible for any banking account fees.
- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$288,960 in back pay and \$31,040 in interest to resolve specific violations set forth above, as follows:
 - i. **Finding/Violation 1 – Valet/Shuttle Drivers:** \$206,400 in back pay and \$22,172 in interest
 - ii. **Finding/Violation 2 – Customer Service Representatives:** \$82,560 in back pay and \$8868 in interest

2. Notice Process

- a. **OFCCP and Contractor Obligations under the Notice Process.** The notice process set forth in this Agreement is intended to provide Affected Class Members, in Attachment A, a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. The parties agree not to withhold consent to reasonable modifications proposed by either party to the Notice provisions or whether any activity, deadline or document should be modified.
- b. **Timeline.** Attachment C sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- c. **Distribution of Notice to Affected Class Members.** By the date(s) set forth in the Timeline, in Attachment C, the Contractor will provide initial and subsequent notice by regular first-class mail or other appropriate means. The Contractor will send copies of all of the notice documents to Affected Class Members consistent with the sample notice documents contained in Attachments B-1, B-2 and B-3 (Notice, Information Verification and Employment Interest Form, and Release Form). The notice documents will make clear the information about the settlement. The parties will meet and confer should either believe that modifications to the sample Notice Documents or additional materials are necessary to ensure that Affected Class Members are able to understand their rights and obligations under the settlement. The notice documents will also include a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Class Member. If envelopes from the initial mail notice are returned with forwarding addresses, the Contractor will re-mail the notice documents within fifteen (15) days of receipt of the forwarding address. LAZ will provide a weekly status update to OFCCP on the results of the first mailing. The update will include a list of all Affected Class Members, whether each individual responded to the notice, whether the notice was returned indicating a wrong address, and the date of any re-mailed notices.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. OFCCP may also conduct independent efforts to communicate with Affected Class Members about this Agreement and provide updated information to the Contractor. A second mail notice will be sent to Affected Class Members with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise. LAZ will provide a weekly status update to OFCCP on the results of the second mailing.

- d. **Notice Deadline.** The final deadline for any Affected Class Member to respond to the notice documents is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or electronic form regarding this

Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.

- e. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Class Members using information consistent with this Agreement and the Notice Documents. Contractor will provide any Affected Class Member who seeks technical assistance with the contact information for the OFCCP District Office in San Diego in the event they have further questions. Contractor will also notify OFCCP if it receives requests for technical assistance.
- f. **Exchange of Information Regarding Affected Class Members.** The Contractor and OFCCP will timely exchange information regarding Affected Class Members, including updated contact information and the results of any technical assistance provided.
- g. **Final List of Eligible Class Members.** The Final List will include all Eligible Class Members who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP (referred to as "Eligible Class Members"). These individuals will be listed on the Final List of Eligible Class Members ("Final List"). The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible affected class members who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility and equity adjustments to back pay but will make every effort to negotiate in good faith to resolve any dispute about the Final List. The Contractor will provide to OFCCP information necessary to determine the Final List.
- h. **Contractor's Expenses.** The Contractor will pay all expenses associated with carrying out its duties pursuant to this Part, from funds separate and apart from the amount designated in this Agreement for the Settlement Fund.

3. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, will be distributed among the eligible applicants or employees as explained in this section. Individual payments will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/FUTA), state/local insurance premiums or taxes.
- b. **Eligible Class Members to Receive Payments.** The Settlement Fund will be distributed on a pro rata basis to all Eligible Class Members appearing on the Final List of Eligible Class Members, depending on whether the individual applied as a valet/shuttle driver or customer service representative.

- c. **Payments to Eligible Class Members.** OFCCP will provide the Contractor a list of the payment amount for each Eligible Class Member on the Final List by the date set forth on the Timeline. The Contractor will issue checks or make electronic payments to each Eligible Class Member in the stated amount, by the date set forth on the Timeline. 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, the Contractor will make a second distribution to all Eligible Class Members who cashed their first check, if the amount of such remaining unclaimed funds would result in payment of \$50.00 or more (before adjustments) to each such Eligible Class Member. The second payment will consist of back pay and interest in the same proportion as the first payment. Should a second distribution be necessary, any uncashed funds will be allocated to equal opportunity employment training of Contractor employees involved in the hiring process.
- d. **Tax Payments, Forms and Reporting.** The Contractor will pay the Contractor's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. The Contractor shall mail to each Eligible Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Class Members either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Class Member will be required to complete a W-4 or W-9 in order to receive payments under this settlement.¹ Pursuant to the Tax Cuts and Jobs Act (TCJA) OFCCP will report to the IRS via a form 1098-F when an employer (or individual) is required to pay fines, penalties, restitution, remediation, or other costs in excess of \$50,000 as a result of a violation of law or an investigation or inquiry into a violation of law.²
- e. **Documentation of Payments.** By the deadline set forth in the Timeline, the Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received, or the check cashed, and any uncashed or returned checks. In the event of a second distribution, the Contractor will provide a similar documentation on the second distribution.

4. Nonmonetary Relief

a. Job Opportunities

As vacancies occur in the Valet/Shuttle Driver and Customer Service Representative positions, the Contractor shall make *bona fide* job offers following a successful

¹ IRS guidance states that an employer can assume a single deduction in the absence of a W-4 form. See 26 CFR 31.3402(f)(2)-1(a).

² The IRS issued its implementing regulations in January 2021.

<https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting>

interview of applicants who are listed as Eligible Class Members, who have expressed interest in employment, and who are not currently employed in the position or have not been employed by the Contractor since April 30, 2019 ("Eligible Applicants"), until 35 Valet/Shuttle Drivers and 14 Customer Service Representatives are hired, or the list of Eligible Applicants is exhausted, whichever comes first. As Valet/Shuttle Driver and Customer Service Representative vacancies occur, the Contractor shall contact the Eligible Applicants with a job offer in the order in which they submitted their notice documents, or if the documents were received on the same day, in the order of their original application date. The Contractor agrees that it will fulfill its hiring obligation under this section within 12 months of the effective date of this agreement.

All Eligible Applicants who accept an offer of employment must satisfy the same post offer contingencies as any other applicant for the positions in question, which may include submitting proof of employment eligibility (I-9 Form); passing a background screening; having two satisfactory reference checks; and clearing a pre-employment drug screen. The report-to-work date for Eligible Applicants hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the job offer is accepted. The Eligible Applicant must report to work on the day designated or provide the Contractor notice of good cause for their absence on or before that date. Otherwise, the Contractor may withdraw the job offer and shall be under no obligation to hire the Eligible Applicant under this Agreement, but remains obligated to hire until 35 Valet/Shuttle Drivers and 14 Customer Service Representative positions are filled, or the list of Eligible Applicants is exhausted, whichever comes first.

The Contractor agrees to pay Eligible Applicants hired under this provision at least the current entry level wage based on applicants' qualifications for the position, and provide access to all regular and on-the-job training currently provided to employees in that position.

The Contractor will document the job offers and hires to OFCCP, including job offers made, reasons for rejection, and Eligible Applicants hired and terminated during the monitoring period as set forth below.

V: ALLEGED TECHNICAL VIOLATIONS

VIOLATION: OFCCP alleged that during the period of May 1, 2018 to April 30, 2019 the Contractor did not conduct appropriate audits of its hiring practices as required by 41 CFR 60-2.17(b), (d), and 60-3.4.

REMEDY: Contractor will review its procedures to ensure that persons expressing an interest in employment are tracked and dispositions are recorded at each step in the hiring process. The Contractor will conduct appropriate hiring analyses as required by 41 CFR 60-2.17 and 60-3.4 on at least an annual basis. These analyses will be done by job titles for each race or national origin group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If statistically significant disparities

are identified in the total selection process, the Contractor will evaluate each individual component of the selection process for adverse impact. If statistically significant disparities are found to exist in any of the individual components of the selection process, the Contractor will investigate the cause of the disparities and take appropriate forward-looking action, such as providing refresher training, making changes to the hiring process, validating each such component in accordance with the Uniform Guidance on Employment Selection Procedures, or utilizing selection procedures which do not result in adverse impact. Contractor will provide reports to OFCCP to verify compliance.

VI. REPORTS REQUIRED DURING OFCCP MONITORING PERIOD

1. **Recordkeeping.** The Contractor agrees to retain all records relevant to the alleged violations cited in this Agreement and the reports submitted in compliance with this Agreement. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. The Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Confidentiality.** The Contractor and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports the Contractor provides in accordance with this Agreement are customarily kept private or closely-held, and the Contractor believes should remain confidential under the Freedom of Information Act (FOIA) in the event of a FOIA request, the Contractor will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents to the extent possible under the law.
3. **Regular Contractor Reports.** The Contractor will submit all reports to District Director Sean Ratliff at 550 West C Street, Ste. 900, San Diego, CA 92101, and by email at (b) (7)(C), (b) (6)@dol.gov.
 - a. **Schedule and Instructions.** The Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:
 - Progress Report 1:** Due on May 1, 2023
 - Progress Report 2:** Due on November 1, 2023
 - Progress Report 3:** Due on November 1, 2024
 - b. **Reports on Job Offers.** In each Progress Report, the Contractor will report on all job offers and hires made to date pursuant to the Agreement until all of the job opportunities are filled or the list of Eligible Applicants is exhausted. This includes:

- i. Documentation of all job offers made to Eligible Applicants, including the names of individuals offered jobs, the date of the offer, the date the offer was accepted or rejected, the starting date, and the starting pay.
 - ii. Documentation of Eligible Applicants who accepted offers, but did not start employment, including the names of these individuals and the reason the individual did not start work. This includes individuals who did not receive job offers because all available positions were filled.
 - iii. Documentation of Eligible Applicants who were hired and terminated during the life of this Agreement and the reason for the termination.
 - iv. Documentation of the number of available positions remaining to be filled and the number of Eligible Applicants still on the list.
 - v. If Contractor fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under this Agreement to extend the monitoring period or to pursue enforcement remedies.
- c. Affirmative Action Programs.** Contractor will provide a certification that it has a current and updated Executive Order 11246 AAP for the Reviewed Establishment.
- d. Applicant Tracking Data.** For the first report, Contractor will submit an applicant and hiring log for the six months following the Effective Date of this Agreement. Subsequent reports shall be for periods following the last report submitted. The logs will cover the Valet/Shuttle Driver and Customer Service Representative positions and include applicant ID, application date, race, gender, requisition number applied to, job applied to, location of job, disposition, current workflow state, prior workflow state, whether the individual was considered an applicant under the internet applicant rule, offer date, hire date, requisition hired for, job title hired for, and location hired for. If the candidate is disqualified based on any screening processes used by the Contractor, the screening mechanism should be identified.
- e. Internal Hiring Audits.** For each report, Contractor will provide its hiring audits for the Valet/Shuttle Driver and Customer Service Representative positions, including any phased analyses where overall hiring disparities were found.
- 4. Monetary Remedies.** In accordance with the Timeline (Attachment C), Contractor shall supply all information and documentation necessary to ensure that the monetary remedies of this Agreement are carried out.

IX. SIGNATURES

The person signing this Agreement on behalf of the Contractor personally warrants that he or she is fully authorized to do so, that the Contractor has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on the Contractor.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and LAZ Parking California, LLC.

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

Glen T. Terk
General Counsel
LAZ Parking California, LLC

DATE: 10-20-2022

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

Jane Suhr
Regional Director
Pacific Region

DATE: 11/8/2022

Attachments

- A. List of Affected Class Members
- B. Notice Documents
 - B-1 Notice
 - B-2 Information Verification and Employment Interest Form
 - B-3 Release Form
- C. Timeline

Attachment A: List of Affected Class Members

Valet/Shuttle Drivers

Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
1	Valet / Shuttle Driver	(b) (7)(C), (b) (6)		
2	Valet / Shuttle Driver			
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Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
32	Valet / Shuttle Driver	(b) (7)(C), (b) (6)		
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Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
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Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
108	Valet / Shuttle Driver	(b) (7)(C), (b) (6)		
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Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
143	Valet / Shuttle Driver	(b) (7)(C), (b) (6)		
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181	Valet / Shuttle Driver			

Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
182	Valet / Shuttle Driver	(b) (7)(C), (b) (6)		
183	Valet / Shuttle Driver			
184	Valet / Shuttle Driver			
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218	Valet / Shuttle Driver			

Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
219	Valet / Shuttle Driver	(b) (7)(C), (b) (6)		
220	Valet / Shuttle Driver			
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255	Valet / Shuttle Driver			

Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
256	Valet / Shuttle Driver	(b) (7)(C), (b) (6)		
257	Valet / Shuttle Driver			
258	Valet / Shuttle Driver			
259	Valet / Shuttle Driver			
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291	Valet / Shuttle Driver			
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Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
293	Valet / Shuttle Driver	(b) (7)(C), (b) (6)		
294	Valet / Shuttle Driver			
295	Valet / Shuttle Driver			
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329	Valet / Shuttle Driver			
330	Valet / Shuttle Driver			

Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
331	Valet / Shuttle Driver	(b) (7)(C), (b) (6)		
332	Valet / Shuttle Driver			
333	Valet / Shuttle Driver			
334	Valet / Shuttle Driver			
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351	Valet / Shuttle Driver			
352	Valet / Shuttle Driver			
	Valet / Shuttle Driver			
353	Valet / Shuttle Driver			

Customer Service Representatives

Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
1	Customer Service Rep	(b) (7)(C), (b) (6)		
2	Customer Service Rep			
3	Customer Service Rep			
4	Customer Service Rep			
5	Customer Service Rep			
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	Customer Service Rep			
30	Customer Service Rep			
31	Customer Service Rep			

Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
32	Customer Service Rep	(b) (7)(C), (b) (6)		
33	Customer Service Rep			
34	Customer Service Rep			
35	Customer Service Rep			
36	Customer Service Rep			
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67	Customer Service Rep			
68	Customer Service Rep			
69	Customer Service Rep			

Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
70	Customer Service Rep	(b) (7)(C), (b) (6)		
71	Customer Service Rep			
72	Customer Service Rep			
73	Customer Service Rep			
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105	Customer Service Rep			
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	Customer Service Rep			

Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
107	Customer Service Rep	(b) (7)(C), (b) (6)		
108	Customer Service Rep			
109	Customer Service Rep			
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145	Customer Service Rep			

Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
146	Customer Service Rep	(b) (7)(C), (b) (6)		
147	Customer Service Rep			
148	Customer Service Rep			
149	Customer Service Rep			
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180	Customer Service Rep			
181	Customer Service Rep			
182	Customer Service Rep			

Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
183	Customer Service Rep	(b) (7)(C), (b) (6)		
184	Customer Service Rep			
185	Customer Service Rep			
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218	Customer Service Rep			
219	Customer Service Rep			

Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
220	Customer Service Rep	(b) (7)(C), (b) (6)		
221	Customer Service Rep			
222	Customer Service Rep			
223	Customer Service Rep			
224	Customer Service Rep			
225	Customer Service Rep			
226	Customer Service Rep			
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256	Customer Service Rep			
257	Customer Service Rep			
258	Customer Service Rep			

Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
259	Customer Service Rep	(b) (7)(C), (b) (6)		
260	Customer Service Rep			
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295	Customer Service Rep			
296	Customer Service Rep			

Count	AFL Job Title	Candidate Full Name	Candidate ID	Application ID
297	Customer Service Rep	(b) (7)(C), (b) (6)		
298	Customer Service Rep			
299	Customer Service Rep			
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321	Customer Service Rep			
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323	Customer Service Rep			
324	Customer Service Rep			
325	Customer Service Rep			

Attachment B1: Notice

You may be eligible to receive money because of a legal settlement between LAZ Parking California, LLC 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 LAZ Parking California, LLC (“the Contactor” or “LAZ”) that may benefit you. This settlement involves OFCCP’s allegation of hiring disparities by race and gender, and our records show that you may be one of the class members covered by the settlement. LAZ denies that it has violated any laws or regulations under E.O. 11246 (and there is no adjudicated finding that LAZ has violated any laws or regulations). If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and a job opportunity with the Contractor.

ARE YOU AFFECTED?

OFCCP found hiring disparities affecting Black applicants and Female applicants in Valet/Shuttle Driver positions in southern California between May 1, 2018 and April 30, 2019. OFCCP also found a hiring disparity against Female applicants in Customer Service Representative positions in southern California between May 1, 2018 and April 30, 2019. If you are a member of one of these impacted groups and applied for one of these positions during the applicable time period, but were not hired, you 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 a review of the Contractor’s selection practices during May 1, 2018 to April 30, 2019. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleges that there were hiring disparities by race and gender in hiring. The Contractor denies those claims. Ultimately, OFCCP and LAZ have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between the Contractor and OFCCP.

As a result, affected class members may be eligible for back pay and job offers.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for employment during the relevant time frame, and were not selected, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$281** (before adjustments for taxes, Social Security and other withholdings). This amount represents your share of back wages and other payments LAZ is making to settle the alleged selection disparities. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) **You may be eligible for a job offer.** LAZ will be making job offers to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer.

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

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Interest and Release forms.

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

To be eligible for a payment and a job offer, you must complete and sign **both** of the enclosed forms — (1) the Information Verification and Employment Interest form and (2) the Release of Claims Under Executive Order 11246 form — and return them to:

[Name and address for return of forms or instructions/email for electronic submission]

DEADLINE: The forms must be received by [INSERT specific date 120 days after Effective Date of Agreement]

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After accurate completion and timely submission of these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities, or any other benefits that are available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer (b) (7)(C), (b) (6) at (619) 557- [REDACTED]. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Attachment B-2:

INFORMATION VERIFICATION AND 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 LAZ Parking California, LLC (“LAZ”) and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”). Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Numbers:

Home _____ Cell _____ Work _____

Email Address: _____

Notify LAZ at the address below if your address or phone number changes within the next twenty-four (24) months.

**INSERT
CLAIMS ADMINISTRATOR
ADDRESS**

Your Social Security Number or Individual Tax Identification Number (to be used for tax purposes only): _____ - _____ - _____ **This information must be provided for tax purposes. Without this information, LAZ will not be able to issue any check or settlement funds to which you may be entitled under the Conciliation Agreement. **

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

Female Male

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

Caucasian African American/Black Hispanic Asian American Indian/Alaska Native

Please indicate below whether you are currently interested in employment in a Valet, Shuttle Driver, or Customer Service Representative position with LAZ Parking California, LLC.; and if you have previously worked for LAZ. 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. Please check all that apply.

- Yes, I am interested in employment as a Valet.
- Yes, I am interested in employment as a Shuttle Driver.
- Yes, I am interested in employment as a Customer Service Representative.
- No, I am not currently interested in employment with LAZ as a Valet, Shuttle Driver, or Customer Service Representative.
- I have previously worked for LAZ:

Name at time of employment: _____

Location: _____

Dates of employment: _____

If you are currently interested in employment, please provide your availability to work:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Morning Afternoon Night Overnight

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR BE TO BE CONSIDERED FOR A JOB OFFER UNDER THE TERMS OF THIS AGREEMENT.

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

Signature

Date

Attachment B-3: Release Form

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. The document states that in return for LAZ Parking California, LLC ("the Contractor" or "LAZ") paying you money, you agree that you will not file any lawsuit against the Contractor for alleged hiring discrimination under Executive Order 11246. It also says that the Contractor does not admit it violated any laws enforced by OFCCP. 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.

In consideration of payment of at least \$281.00 (less adjustments required by law) by LAZ Parking California, LLC, which I agree is acceptable, I (print name)

_____ agree to the following:

I.

By signing this Release, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246 relating to the Contractor's hiring practices through the Effective Date of this Release. I hereby release LAZ Parking California, LLC, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its shareholders, owners, directors, officers, employees, agents, and assigns from any claim for additional make whole relief obtained through any action based on or involving the Contractor's hiring practices through the effective date of this Release that could have been brought under Executive Order 11246. Here, make whole relief is defined as the total earnings lost, and includes: salary or wages, overtime, premium pay and shift differentials, incentive pay, raises, bonuses, lost sales commissions, cost-of-living increases, tips, medical and life insurance, fringe benefits, pensions, stock options, and awards.

II.

I understand that LAZ does not agree that it treated me unlawfully or unfairly in any way and that LAZ 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 reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by LAZ to me is not to be construed as an admission of any liability by LAZ.

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.

IV.

I understand that if I do not sign this Release and return it to LAZ or the claims processor by the deadline, I will not be entitled to receive any payment (less deductions required by law).

I have signed this document of my own free will.

Signature: _____

Date: _____

Printed Name: _____

Attachment C: Timeline

The dates and actions contained in the chart below provide the primary deadlines for taking necessary actions in accordance with the Conciliation Agreement (“Agreement”) entered into by LAZ Parking California, LLC (“LAZ”) and the Office of Federal Contract Compliance Programs (“OFCCP”). For a complete list of all obligations, please refer to the Agreement itself. All deadlines are end dates. Either party is free to perform prior to the deadlines identified herein. Should LAZ or OFCCP wish to amend these deadlines, the parties will confer in good faith prior to initiating any enforcement proceeding. The “Effective Date” refers to the date that the Agreement is signed by the Regional Director for the Pacific Region, Enforcement Director, or OFCCP career Deputy Director

Required Action	Deadline
Deposit Settlement Funds	30 days from Effective Date
LAZ provides notice to OFCCP that Settlement Funds were deposited, with documentation	30 days from Effective Date
LAZ mails Affected Class Members Notice, Claims, and Release forms	30 days from Effective Date
LAZ provides OFCCP with weekly updates on the results of the first mailing in order to allow meet and confer	37 days from Effective Date 45 days from Effective Date 52 days from Effective Date 59 days from Effective Date
Meet and Confer – LAZ and OFCCP will hold status conference to discuss results of the first mailing and whether a second mailing is necessary	74 days from Effective Date
Second mailing – LAZ provides Notice Documents to all Affected Class members who did not respond to first mailing	90 days from Effective Date
LAZ provides OFCCP with weekly updates on the results of the second mailing	97 days from Effective Date 102 days from Effective Date 109 days from Effective Date 116 days from Effective Date
LAZ provides OFCCP records of balance on Settlement Fund Account	120 days from Effective Date
Notice Deadline - date by which Affected Class Members must respond to Notice Documents	120 days from Effective Date

LAZ provides records for all Affected Class Members who returned Notice Documents	127 days from Effective Date
OFCCP provides Final List of Eligible Class Members with distribution amounts	135 days from Effective Date
LAZ issues checks to Eligible Class Members	149 days from Effective Date
LAZ provides copies of all payments made to Eligible Class Members	156 days from Effective Date
LAZ provides documentation of all cancelled checks, all uncashed checks, and checks returned as undeliverable	177 days from Effective Date
First Progress Report Due - job offer information, E.O. 11246 AAP, applicant/hire logs, and internal audits	First day of the second month following 6 months from Effective Date
Second Distribution of any remaining funds	217 days from Effective Date
Second Progress Report Due - job offer information, applicant/hire logs, and internal audits	First day of the second month following 1 year from Effective Date
Third Progress Report Due - job offer information, E.O. 11246 AAP, applicant/hire logs, and internal audits	First day of the second month following 2 years from Effective Date