

**UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES**

**OFFICE OF FEDERAL CONTRACT
COMPLIANCE PROGRAMS,
UNITED STATES DEPARTMENT
OF LABOR,**

Plaintiff,

v.

PALANTIR TECHNOLOGIES INC.,

Defendant.

Case No. 2016-OFC-00009

RECEIVED

APR 20 2017

Office of Administrative Law Judges
San Francisco, Ca

CONSENT DECREE AND ORDER

Plaintiff, Office of Federal Contract Compliance Programs, United States Department of Labor (“OFCCP”), and Defendant, Palantir Technologies Inc. (“Palantir”), have negotiated and executed this Consent Decree and Order. This Consent Decree constitutes a complete and final settlement of this matter without the need for a hearing.

I. JURISDICTION AND PROCEDURAL HISTORY

1. This Court has jurisdiction of this matter under Sections 208 and 209 of Executive Order 11246 (30 Fed. Reg. 12319), as amended, and the regulations issued at 41 CFR Chapter 60.

2. The issues resolved by this Consent Decree relate to an OFCCP compliance review of Palantir’s facility at 100 Hamilton Avenue, Palo Alto, California 94301 (the “Palo Alto Establishment”), initiated in July 2011.

3. On October 30, 2015, OFCCP sent Palantir a Notice to Show Cause why OFCCP should not initiate enforcement proceedings against Palantir based on OFCCP’s finding that

Palantir violated Executive Order 11246. Before issuing the Notice to Show Cause, OFCCP attempted to secure Palantir's voluntary compliance through conciliation. These efforts were unsuccessful.

4. On September 21, 2016, OFCCP filed a complaint against Palantir for violations of Executive Order 11246. The Complaint alleges that from January 1, 2010 to the present, Palantir utilized a hiring process and selection procedures, including an employee referral system, for three positions—Front-End Quality Assurance Engineer (“QA Engineer”), Software Engineer, and Quality Assurance Engineer Intern (“QA Engineer Intern”)—that discriminate against Asian applicants on the basis of their race.

5. Palantir denies the allegations in OFCCP's Complaint. Palantir presented OFCCP with alternative statistical analyses, which the company argues show that Palantir's hiring process for the three positions at issue had no adverse impact on Asian candidates.

6. In the interests of avoiding the costs, risks and uncertainties of continued litigation of the above-captioned matter, OFCCP and Palantir hereby agree to the terms of this Consent Decree.

II. GENERAL PROVISIONS

7. This Decree shall constitute the final Administrative Order in this case and shall have the same force and effect as an order made after a full hearing and final review by the Administrative Review Board.

8. This Consent Decree constitutes full and final settlement and resolution of all issues and claims in the Complaint filed in this matter or arising out of or relating to the compliance review initiated by OFCCP of Palantir's Palo Alto Establishment on July 21, 2011.

9. The record forming the basis on which this Consent Decree is entered shall

consist of the Complaint, this Consent Decree, and the attachments to this Consent Decree.

10. This Consent Decree shall not become final until it has been signed by the Administrative Law Judge. The Effective Date of this Consent Decree shall be the date on which this Consent Decree is signed by the Administrative Law Judge.

11. The Office of Administrative Law Judges shall retain jurisdiction of this proceeding for the sole purpose of enforcing implementation of this Consent Decree in accordance with its terms. The Office of Administrative Law Judges shall retain jurisdiction of this case for a period of two (2) years following the Effective Date of the Consent Decree. In the event, however, that Palantir has not satisfied its hiring or reporting obligations under this Consent Decree at the expiration of the two-year term, the Office of Administrative Law Judges shall retain jurisdiction until the time that Palantir has satisfied its hiring and reporting obligations under the Consent Decree.

12. The parties waive any right to challenge or contest the validity of the findings and Order entered into in accordance with the agreements contained in this Consent Decree.

13. The parties waive all further procedural steps to contest the binding effect of this Consent Decree.

14. This Consent Decree does not constitute an admission by Palantir of any violation of Executive Order 11246, any of the statutes or other federal contractor obligations enforced by OFCCP, or any of the implementing regulations.

15. The parties agree that this Consent Decree shall not create any rights of action in any third parties, nor shall it be offered in evidence or otherwise used in any manner by any person, firm, corporation, entity, organization, or agency of any government in an attempt to prove that Palantir has violated any law, regulation, or order, except for proceedings initiated to

enforce the provisions of this Consent Decree.

16. This Consent Decree shall be binding on Palantir and its successors, assigns, divisions, and subsidiaries, and on OFCCP and its agents, officers, and employees.

17. Nothing in this Consent Decree is intended to relieve Palantir from its obligation to comply with the requirements of Executive Order 11246 or its implementing regulations, or to limit OFCCP's right under applicable regulations to review Palantir's compliance with these requirements. Compliance with this Consent Decree shall constitute compliance with Executive Order 11246 only with respect to those issues that are within the scope of this Consent Decree.

18. Palantir agrees that OFCCP may review compliance with this Consent Decree. During the term of this Consent Decree, Palantir shall, upon reasonable written request from OFCCP, provide OFCCP written reports, reasonable access to the premises during normal business hours, reasonable access to witnesses for interviews , and reasonable access to (and copies of) documents, as may be relevant to determine whether Palantir has complied with this Consent Decree.

19. Palantir agrees that there will be no retaliation of any kind against any beneficiary of this Consent Decree, or against any person who has provided information or assistance to OFCCP, or who files a complaint, or who participates in any manner in any proceeding under Executive Order 11246.

20. Each party agrees to pay its own fees, costs, and other expenses incurred at any stage of these proceedings.

III. SPECIFIC PROVISIONS

21. For purposes of this Consent Decree, the affected class members are Asian applicants who submitted applications for the QA Engineer, Software Engineer, and/or QA

Engineer Intern position at any time during the period January 1, 2010 to June 30, 2011, and were not hired by Palantir. The affected class members are identified on Attachment A.

A. Notification

22. Within forty-five (45) days from the Effective Date of this Consent Decree, Palantir will notify the affected class members listed on Attachment A of the terms of this Consent Decree by mailing to each class member the following documents: (a) *Notice to Class Member* (Attachment B, hereinafter “Notice”); (b) *Address and Social Security Verification and Employment Interest Form* (Attachment C, hereinafter “Interest Form”); and (c) *Release of Claims* (Attachment D, hereinafter “Release”). These mailings will occur via certified mail or other form of delivery showing written proof of delivery for those class members located in the United States.

23. Each class member listed on Attachment A (or the class member’s legal representative in the event that he or she is deceased) shall be given sixty (60) days from the date of the Notice to respond.

24. Fifteen (15) days after the last response was due, Palantir shall provide OFCCP with a list of class members for whom Palantir did not receive written proof of delivery of the notice, and any documentation demonstrating Palantir’s attempts to locate these individuals. OFCCP will have an additional thirty (30) days to attempt to locate those class members not found by Palantir and will provide Palantir with a list of the results.

25. After OFCCP provides the list identified in Paragraph 24 above to Palantir, Palantir will have thirty (30) days to mail additional Notices, Interest Forms, and Releases to applicants from the list that OFCCP provided under Paragraph 24 above. These class members will have sixty (60) days from the date of the second notice to respond.

26. Palantir will provide OFCCP with the final list of all class members who were located and who returned the signed Releases and Interest Forms in accordance with the instructions provided in the Notice (as referenced in Paragraphs 22–25 above) within fifteen (15) days after the last response was due (“Final List”). OFCCP will approve the Final List and notify Palantir of its approval or it will confer with Palantir to revise the Final List so that it can be approved by OFCCP. All class members identified on the Final List will share equally in the monetary settlement. If a class member is not listed on the Final List, the class member shall not be entitled to any relief under this Consent Decree.

27. Palantir shall provide copies of executed Releases and Interest Forms to OFCCP. In the event that OFCCP receives any executed original Releases and Interest Forms, OFCCP shall provide the originals to Palantir.

B. Back Pay

28. In settlement of all claims for back pay and other monetary relief to the affected class, Palantir agrees to pay the total amount of **\$1,659,434** (one million six-hundred fifty-nine-thousand, four-hundred and thirty-four dollars) to the class members identified on the Final List. This amount shall be referred to in this Consent Decree as the “Settlement Fund.”

29. Within thirty (30) days after Palantir receives notice of OFCCP’s approval of the Final List, Palantir shall mail a check to each class member on the Final List, representing that member’s pro rata share of the total amount in the Settlement Fund. Palantir shall distribute the Settlement Fund equally among the class members on the Final List. Monetary relief is not contingent upon accepting any job offer by Palantir.

30. The payment to each class member of his or her share of the Settlement Fund shall be subject to legal deductions required by law (such as federal, state and local taxes, and

FICA). Palantir will pay to the Internal Revenue Service (“IRS”) the employer’s share of social security withholdings, and shall also mail to each class member on the Final List an IRS Form W-2 for the payment amount for the tax year in which the payment is made.

31. Any check sent to a class member which remains uncashed 180 (one-hundred eighty) days after the date on which the check was mailed to the class member or which ultimately was returned as undeliverable shall be void. The amounts of uncashed and undeliverable checks shall revert to the Settlement Fund and the reverted amounts shall be applied by Palantir to meeting its obligations under the Consent Decree, including training for managers described in Paragraph 43(E) below, provided that the amount of the uncashed and undeliverable checks is less than five percent (5%) of the Settlement Fund. In the event that the amount of uncashed and undeliverable checks exceeds five percent (5%) of the Settlement Fund, Palantir shall within 45 days thereafter make a second pro rata distribution of the remaining amounts to the class members on the Final List who cashed the first distribution check. Thereafter, the amounts of uncashed and undeliverable checks shall revert to Palantir and be applied to its training obligations.

32. The parties may modify any time frame set forth in this Decree by mutual agreement. In addition, OFCCP or Palantir may petition the Administrative Law Judge to extend any of the above time periods by no more than thirty (30) days in order to permit a class member to receive his or her share of the Settlement Fund, where the interest of justice would be served by an extension and for good cause shown.

C. Hiring of Class Members

33. As Support Engineer¹ and Software Engineer positions become available at Palantir's Palo Alto Establishment, Palantir shall extend job offers in writing to those class members on the Final List who (a) have returned the Interest Form expressing an interest in employment, (b) have executed the Release in accordance with the instructions contained in the Notice, and (c) meet Palantir's current job requirements for the specific position. Job offers shall be extended to class members who meet these requirements until four (4) class members are hired into the Support Engineer position and four (4) class members are hired into the Software Engineer position, or until the list of class members expressing an interest in employment is exhausted, whichever occurs first. Class members shall be notified of available Support Engineer and Software Engineer positions in the order that the class members appear on the Final List, which will be arranged according to the date that Palantir received class members' Interest Forms and Releases.

34. Interested class members must meet Palantir's current hiring requirements before being hired into a Support Engineer or Software Engineer position. If an interested class member is not extended an offer or hired based upon his or her failure to meet any of Palantir's requirements, or for any other reason, Palantir shall provide OFCCP with documentation supporting its decision not to hire the class member within forty-five (45) days of the final hiring decision.

35. OFCCP will credit offers made before signing the Consent Decree if the applicant is an affected class member and Palantir demonstrates, through documentary evidence, that the

¹ The QA Engineer position no longer exists at Palantir. The Support Engineer position is comparable and therefore used for purposes of hiring under this Consent Decree.

applicant was subsequently hired at the same rate of pay or better (including benefits and stock options) as new hires in the same calendar year for the job category that Palantir seeks a credit for. If no other new hires were made in the applicable calendar year for the job category for which Palantir seeks a credit, then Palantir must show, through documentary evidence, that the applicant was subsequently hired at the same rate of pay or better (including benefits and stock options) as hires made in the relevant job category during the January 1, 2010 through June 30, 2011 review period.

36. Palantir shall mail to OFCCP a copy of the job offers made in accordance with this Consent Decree within fifteen (15) days of the offer being made.

37. Class members hired under this Consent Decree shall receive a starting pay and benefits equal to or greater than the current average starting pay and benefits for new hires for the relevant position. In setting a class member's starting pay, Palantir shall consider his or her additional years of experience since first applying to the same extent that Palantir would consider this experience in setting compensation for new hires.

38. Class members hired under this Consent Decree shall receive equity compensation (i.e., stock options) with a value equal to or greater than the average stock option award granted to new hires in the relevant position.

D. Compliance with the Executive Order and Reporting

39. As long as Palantir remains a federal contractor subject to Executive Order 11246 during the term of this Consent Decree, Palantir agrees to annually prepare and update Affirmative Action Plans ("AAPs") at its Palo Alto Establishment and to retain all supporting documentation as required by the Executive Order and its implementing regulations.

40. Palantir shall ensure that its records pertaining to the Palo Alto Establishment are

collected and maintained in accordance with the requirements of 41 CFR Parts 60-1 and 60-3.

41. Palantir agrees that its Palo Alto Establishment will develop and execute action-oriented programs to correct problem areas and attain goals as required by 41 CFR § 60-2.17(c).

42. Palantir agrees to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program as required by 41 CFR § 60-2.17(d).

43. Within ninety (90) days of the Court's approval of this Consent Decree, Palantir agrees to provide training on compliance with Executive order 11246 to all supervisory and management employees involved in Palantir's selection process for the Software Engineer and Support Engineer positions.

44. Palantir agrees to prepare and submit two Consent Decree Progress Reports, which will be due no later than sixty (60) days after the twelve (12) and eighteen (18) month anniversaries of the Effective Date of this Consent Decree, respectively. These reports shall be submitted to Janette Wipper, Pacific Regional Director, OFCCP, 90 Seventh Street, Suite 18-100, San Francisco, CA 94103-1516. These reports shall relate solely to the Palo Alto Establishment and shall provide the following information for the 12-month period covered by the report:

(A) For each class member hired under this Consent Decree, his or her name, job title, rate of pay, stock option awards, starting date, and proof of retroactive benefits seniority;

(B) The name of all class members who refused a bona fide offer of employment, including the date of the offer, the job position offered, the rate of pay offered, stock options offered, and the date of refusal or failure to report to work along with all

supporting documentation;

(C) For each class member who was considered for a Support Engineer or Software Engineer position under this Consent Decree but not selected, his or her name, the reasons for the non-selection, including the qualifications the class member lacked, and the date on which Palantir determined the class member did not meet the qualifications along with all supporting documentation;

(D) The amount of monetary payments provided to each class member on the Final List. Palantir shall provide documentation of monetary benefits provided to members on the Final List, which should include copies of checks disbursed by the company to the class members, or other equivalent documentation verifying that class members were paid;

(E) A description of the training provided to managers at Palantir's Palo Alto Establishment in accordance with Paragraph 43 above of this Consent Decree, including the names and job titles of the person(s) conducting the training, the names and job titles of the person(s) participating in and attending the training, an outline of the content of the training, and any materials provided to participants or used by the trainers to conduct the training;

(F) The total number of applicants and hires for the Support Engineer and Software Engineer positions at the Palo Alto Establishment during the reporting period, with a breakdown by race, excluding class members who applied and/or were hired under this Consent Decree; and

(G) For the Support Engineer and Software Engineer positions at the Palo Alto Establishment, the results of Palantir's analysis as to whether its total selection process had adverse impact, as defined in 41 CFR § 60-3.4D, on minorities during the reporting period. The data shall exclude class members who applied and were hired under this Consent Decree. If

Palantir determines that the selection process had an adverse impact on minorities, Palantir shall report on any remedial actions taken or to be taken by the company

IV. IMPLEMENTATION AND ENFORCEMENT OF THE DECREE

45. OFCCP shall be solely responsible for enforcement of compliance with the terms of the Consent Decree.

46. Palantir agrees that OFCCP may review compliance with this Consent Decree. If at any time during the term of this Consent Decree, OFCCP believes that Palantir has violated any portion of this Consent Decree, it will promptly notify Palantir in writing. This notification will include a statement of the facts and circumstances relied upon by OFCCP in forming that belief. Palantir will have thirty (30) days in which to respond in writing to the allegations of violation, except in those circumstances where OFCCP alleges that a delay would result in irreparable injury. The parties shall make reasonable efforts to cooperatively resolve any alleged violations.

47. Enforcement proceedings for violation of this Consent Decree may be initiated at any time after thirty (30) days have elapsed following Palantir's written response to the alleged violations (or sooner if irreparable injury is alleged), upon filing with the Office of Administrative Law Judges a motion for an order of enforcement and/or sanctions. The Administrative Law Judge may, if he deems it appropriate, schedule an evidentiary hearing on the motion. The issues in a hearing on the motion shall relate solely to the issues of the factual and legal claims made in the motion. Unless otherwise specified herein, such hearing and any related proceedings and filings will be governed by the provisions set forth at 41 CFR Part 60-30.

48. Liability for violation of this Consent Decree may subject Palantir, and its

successors, assigns, divisions, or subsidiaries to the sanctions set forth in Executive Order 11246 and its implementing regulations and other appropriate relief.

49. If a motion for an order of enforcement or clarification is unopposed by OFCCP or Palantir, as appropriate, the motion may be presented to the Administrative Law Judge without hearing, and the proposed order may be implemented immediately. If the application or motion is opposed by any party, the party in opposition shall file a written response within twenty (20) days of service of the motion.

WHEREFORE, the parties move that an Order be entered adopting the above Consent Decree as the final disposition of this matter.

IT IS SO ORDERED:

Dated: _____ 2017

STEVEN B. BERLIN
Administrative Law Judge

AGREED AS TO FORM AND SUBSTANCE:

DATE: April 19, 2017

DATE: April 20, 2017

For Defendant Palantir Technologies, Inc.:

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

MATT LONG
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and

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

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ATTACHMENT A

**Affected Class Members (OFCCP v. PALANTIR)
2010/2011 Front End QA Engineers**

Applicant No.	(b) (6), (b) (7)(C)	Application Date
1		02/10/2010
2		06/14/2010
3		10/31/2010
4		04/09/2010
5		03/03/2010
6		03/03/2010
7		10/27/2010
8		05/17/2010
9		03/04/2010
10		03/02/2010
11		09/30/2010
12		04/22/2010
13		03/02/2010
14		03/03/2010
15		03/05/2010
16		01/27/2010
17		03/02/2010
18		02/02/2010
19		03/03/2010
20		03/02/2010
21		05/11/2010
22		02/03/2010
23		02/01/2010
24		08/20/2010
25		03/02/2010
26		10/18/2010
27		08/20/2010
28		09/29/2010
29		03/04/2010
30		03/03/2010
31		01/28/2010
32		05/25/2010
33		06/25/2010
34		03/03/2010
35		05/17/2010
36		02/02/2010

ATTACHMENT B

AFFECTED APPLICANT NOTIFICATION LETTER

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Date: _____

[Name]

[Street]

[City, State, Zip Code]

Dear [Name]:

Re: You are eligible to receive money and to be considered for employment by Palantir Technologies Inc.

Palantir Technologies Inc. (“Palantir”) and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Consent Decree and Order (“CDO”) to resolve alleged disparities in selecting applicants for certain positions during the period January 1, 2010 to June 30, 2011. You have been identified as one of the individuals who applied for a relevant position during that time period and were not hired. To benefit under the CDO, you must provide proof of identity.

OFCCP conducted an audit of Palantir’s hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. On September 21, 2016, OFCCP filed a complaint against Palantir, which alleged that from January 1, 2010 to the present, Palantir utilized a hiring process and selection procedures, including an employee referral system, for three positions—Front-End Quality Assurance Engineer, Software Engineer, and Quality Assurance Engineer Intern—that discriminate against Asian applicants on the basis of their race. Palantir denies the allegations in OFCCP’s Complaint.

By entering into this CDO, Palantir has not admitted nor has there been any adjudicated finding that Palantir violated any laws when it did not hire you for the position for which you applied. As part of this CDO, you are eligible to receive a monetary distribution of at least \$ _____, subject to lawful payroll deductions. In order to be eligible for this distribution, or to be considered for employment, you must execute and return the enclosed: (1) Information Verification & Employment Interest Form; (2) Release of Claims Form; and (3) W-4 Tax Form within 60 (sixty) days of the date of this letter by mail to:

[Insert Palantir POC]

In addition to the monetary distribution, Palantir will be making job offers for selected positions to a limited number of qualified individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Palantir, please check the appropriate box on the enclosed Information Verification and Employment Interest Form.

If you have any questions you may call _____ at Palantir at _____ or Luis Rodriguez, Director of Regional Operations, OFCCP, at (415) 625-7800.

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

Sincerely,
[Palantir POC]

ATTACHMENT C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Consent Decree and Order ("CDO") between Palantir Technologies Inc. ("Palantir") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Notify Palantir in writing at the address below if your address or phone number changes within the next 12 (twelve) months.

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

Please indicate below whether you are currently interested in employment with Palantir. If you indicate that you are interested, we will send you instructions and a code to be used when applying for positions posted on Palantir's career website. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

- Yes, I am interested in employment with Palantir.
 No, I am not currently interested in employment with Palantir. (If you check this box and return this form, you are still entitled to a monetary payment).

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 60 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

[PALANTIR DESIGNATED CONTACT NAME]:

[PALANTIR DESIGNATED RETURN ADDRESS]:

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

Signature

Date

ATTACHMENT D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Palantir Technologies Inc. ("Palantir") paying you money, you agree that you will not file any lawsuit against Palantir for allegedly violating Executive Order 11246 in connection with its hiring practices for any period up to the date you sign this Release. 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 the payment of at least \$ _____ (less withholdings required by law) by Palantir to me, which I agree is acceptable, I _____ agree to the following: (print name)

I.

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

II.

I understand that Palantir denies that it treated me unlawfully or unfairly in any way and that Palantir entered into a Consent Decree and Order 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. I further agree that the payment of the aforesaid sum by Palantir to me is not to be construed as an admission of any liability by Palantir.

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 Palantir within 60 (sixty) days of the date the envelope containing this release was postmarked, I will not be entitled to receive any payment (less withholdings required by law) from Palantir.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 20____.

Signature