

Conciliation Agreement  
Between the  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
And  
Deloitte Services LP  
30 Rockefeller Plaza  
New York, NY 10112-0015

## **I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Deloitte Services LP (Deloitte) facilities located at 4022 Sells Drive, Hermitage, Tennessee and 191 Peachtree Northeast, Suite 2000, Atlanta, Georgia.<sup>1</sup> OFCCP alleges that Deloitte failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and their respective implementing regulations at 41 Code of Federal Regulations (CFR) Sections 60-1. OFCCP notified Deloitte of the specific allegations and the corrective actions required in Notices of Violation (NOVs) issued on April 11, 2017 and, in a Show Cause Notice (SCN) issued on March 6, 2020.

In the interest of resolving the allegations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Deloitte enter into this Conciliation Agreement (Agreement) and its attachments, 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 Deloitte's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations alleged in the NOVs and SCN. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Deloitte violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Deloitte's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Deloitte will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Deloitte of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or

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<sup>1</sup> On August 12, 2013, OFCCP began its compliance review of the 4022 Sells Drive establishment and on April 1, 2015, OFCCP began its compliance review of the 191 Peachtree Northeast establishment.

other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Deloitte and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. Deloitte agrees that it 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. 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, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Southeast Regional Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Deloitte submits its final progress report required in Part VII, below, unless OFCCP notifies Deloitte in writing before the expiration date that Deloitte has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Deloitte has met all of its obligations under the Agreement.
11. If Deloitte is alleged to violate this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 will govern:
    - i. OFCCP will send Deloitte a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Deloitte shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - iii. If Deloitte is unable to demonstrate that it has not violated the Agreement, or if OFCCP's 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 Deloitte, 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.
  - b. Deloitte may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 and/or other appropriate relief for violating this Agreement.
12. Deloitte neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. This Agreement is limited to the facts of these cases. 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.
17. All references to “days” in this Agreement, and in the Timeline included as Attachment E, 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.

### **III. Alleged Violations**

1. Based on an analysis of data as of August 31, 2012, OFCCP alleges that Deloitte discriminated against women in certain Technology-Exempt positions at its Hermitage location by paying them less in base pay than similarly situated men in violation of 41 C.F.R. § 60-1.4(a)(1).<sup>2</sup>
2. Based on an analysis of data as of August 31, 2014, OFCCP alleges that Deloitte Services failed to adequately evaluate female placement rates into certain exempt positions in a job group within the Market Development function at its Atlanta location in violation of 41 C.F.R. § 2.17(b).

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<sup>2</sup> At least as of August 31, 2012, and continuing thereafter, OFCCP alleges that Deloitte Services failed to adequately evaluate female placement rates into certain non-exempt positions in a job group within the Workplace Services function at its Hermitage location in violation of 41 C.F.R. § 2.17(b). These employees are no longer working in the US.

The 34 employees who are eligible for financial relief under this Agreement are identified in Attachment A. Additional relief to address these allegations is included in Parts V and VI.

#### **IV. Financial Remedy**

1. **Notice.** Pursuant to the dates agreed upon in Attachment E ("Timeline"), Deloitte will notify the Class Members listed in Attachment A ("List of Class Members") of the terms of this Agreement via regular first-class mail for current and former employees. This notification will include the Notice, the Information Verification Form, and the Release Form included in Attachments B-D and a postage paid return envelope. Each Class Member (or the Class Member's appointed legal representative in the event that he or she is deceased or otherwise provided under the law) will have until the date listed on the Notice to respond by returning the completed Release to the contact listed on the Notice.

Pursuant to the dates in the Timeline, Deloitte shall notify OFCCP of all letters returned as undeliverable, and OFCCP will then attempt to obtain and provide updated contact information to Deloitte. Deloitte will use this new contact information to notify the individuals of their status as Class Members and provide them with a new mailing of the documents described above. Each such Class Member will have until the date listed on the second Notice to respond by returning the completed Release to the contact on the Notice.

By the date indicated in the Timeline, Deloitte shall provide to OFCCP a list of all Class Members who timely submitted a completed Release along with electronic copies of all Releases returned to Deloitte. By the date indicated in the Timeline, OFCCP shall approve the list of Class Members who have timely responded to the first or second Notice, or work with Deloitte to revise the list so that it can be approved by OFCCP. The approved list of Class Members will constitute the "Final Class Member List." If a Class Member is not located and/or does not return a completed Release within the deadline indicated on the Notice, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

Deloitte shall have no further liability for back pay, interest, or any other relief available under this Agreement to any Class Member who cannot be located within the timeframes enumerated above or who does not submit a completed Release pursuant to the terms outlined above.

2. **Eligibility.** All class members (listed on Attachment A) who sign and return the Release form to Deloitte by the deadline set forth above ("Eligible Class Members") will be eligible for a payment. If a Class Member receives but does not return the Release Form to Deloitte within the prescribed deadline, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

By the date indicated in the Time line, Deloitte will provide OFCCP with a list of the Eligible Class Members, OFCCP will approve the final list of Eligible Class Members, and include a final distribution amount for each Eligible Class Member and/or discuss

with Deloitte any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

3. **Monetary Settlement.** Deloitte agrees to distribute \$205,000 in back pay and \$70,000 in interest, plus adjustments required by law on the portion representing back pay only (such as federal, state and/or local taxes and the employer's and class members' share of FICA and FUTA taxes) to the members on the final Eligible Class Members list. Deloitte shall mail to each 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 class member 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.

Deloitte will take the following actions to distribute the payments:

- i. Pay each Eligible Employee currently employed by Deloitte in the manner in which the Eligible Employee is normally paid her regular salary (e.g. direct deposit, check), subject to all lawful deductions as set forth above; and
- ii. Mail a check to all other Eligible Employees subject to all lawful contributions and deductions as set forth above.

By the date indicated in the Timeline, Deloitte will notify OFCCP of the receipt of a check to an Eligible Employee that was returned as undeliverable. Deloitte will notify OFCCP of this fact via email sent to Compliance Officer **Ex (6), Ex (7)(E)** at **Ex (6), Ex (7)(C)**@dol.gov pursuant to the date specified in the Timeline. OFCCP will attempt to locate the Eligible Employee, and if OFCCP obtains an alternate address, OFCCP will advise Deloitte of the address and Deloitte will re-mail the check to an alternate or corrected address. Any check that remains uncashed 180 calendar days after the date indicated on the check will be void.

With respect to any uncashed funds, Deloitte will make a second distribution, in equal shares, to all Eligible Employees who cashed their first check if the second distribution to each Eligible Employee would be at least \$20.00. If the second distribution to each Eligible Employee would not result in a payment of at least \$20.00 then Deloitte will spend the uncashed funds on EEO training for Deloitte personnel. Deloitte will mail the second distribution to such Eligible Employees by the date specified in the Timeline.

Deloitte shall pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

## V. Additional Individual Relief

1. **Pay Adjustments.** As provided in Parts VI and VII below, Deloitte shall conduct an updated self-analysis of pay for its Hermitage and Atlanta employees in Technology-Exempt and Market Development Exempt positions to determine whether there are statistically significant indicators of potential pay disparities, and will provide OFCCP with a summary of its updated self-analysis including b coefficients and any pay adjustments that are necessary as a result of this analysis.

## VI. Modifications to Employment Practices and Other Non-Monetary Relief

1. **Revised Policies and Procedures.** Deloitte agrees to review and, as necessary, revise its compensation and job placement policies and procedures for the Technology-Exempt, and Market Development Exempt positions to ensure equal opportunity as required by 41 CFR 60-1.4(a).<sup>3</sup> This includes:
  - Maintaining monitoring and oversight mechanisms to ensure that all aspects of its compensation system provide an equal opportunity to all of its employees as required by 41 CFR 60-1.4(a).
  - Ensuring all qualified applicants have an equal opportunity to apply for, express interest in, advance to, or be hired into these positions for all work or duties regardless of sex, including disclosing to all applicants accurate information about the duties, rates of pay, benefits, working conditions and other aspects of employment for these positions.
  - For Market Development positions, Deloitte will analyze how employees advance to senior director roles, the criteria for the roles and the training offered to help employees advance into these roles. Deloitte will ensure that all Market Development employees are aware of promotional opportunities to senior management positions and the criteria for selection.
  - Conducting regular reviews to ensure its selection practices are consistent with the Uniform Guidelines on Employee Selection Procedures, 41 C.F.R. 60-3, and with 41 CFR 60-1.4(a)(1).
2. **Training.**
  - a. Deloitte will continue to provide training to all of its Atlanta and Hermitage managers and supervisors who make compensation and job placement decisions, as well as to all Atlanta and Hermitage human resources personnel. This training will include subjects of equal employment opportunity rights and responsibilities, and training on any new policies and practices in effect pursuant to part 1.
  - b. Deloitte will ensure all Market Development employees will be provided an equal opportunity for professional development programs or trainings.
3. **Self-Analysis.** Pursuant to 41 CFR 60-2.17(b), Deloitte will review annually its compensation and job placement policies and procedures to ensure they comply with 41 CFR 60-1.4(a)(1). This includes:

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<sup>3</sup> The Workplace Services Non-Exempt employee population that was at issue in the 2012 Hermitage, TN compliance review is no longer located in the U.S. and therefore no analysis is required for this population.

- Self-analysis of compensation of all Atlanta and Hermitage employees in Technology-Exempt and Market Development Exempt positions to ensure no discrimination in rates of pay based on sex. Self-analysis will include starting salary, merit increases, promotion decisions, performance evaluation ratings, and incentive pay.
  - Self-analysis of job placements within the Hermitage Technology-Exempt and Atlanta Market Development Exempt positions, including analysis of any sex differences in number or type of positions or rates of pay offered to applicants.
  - Assessment of how Deloitte is implementing the revised policies and procedures to ensure their actions are consistent with the requirements of 41 CFR 60-1.4(a)(1).
4. **Recordkeeping.** Pursuant to 41 CFR 60-1.12, Deloitte will ensure its managers properly document the results of all compensation and job placement decisions made pursuant to the revised policies and procedures, and properly maintain all records on the revised policies and procedures including any associated underlying data and information such as HRIS and payroll data, job applications, applicant and hire data, disposition codes, and personnel records, and any other records or data used to generate the required reports.
  5. **Pay Transparency.** Deloitte will confirm that it has disseminated its pay transparency nondiscrimination provisions to its Atlanta Market Development Exempt and Hermitage Technology Exempt employees, as provided by 41 CFR 60-1.35. Deloitte will provide OFCCP with documentation of this dissemination, as provided in Part VII.

## VII. OFCCP Monitoring Period

1. **Recordkeeping.** Deloitte agrees to retain all records relevant to the allegation cited in Part III above and the reports submitted in compliance with Paragraph 2, below. 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. Deloitte will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Deloitte Reports.**
  - a. **Schedule and Instructions.** Deloitte 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 Deloitte provides in accordance with this Agreement are customarily kept private or closely-held, and Deloitte believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Deloitte 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.

Deloitte shall submit the documents and reports described below via email to Sybil Shy-Demmons, District Director—Atlanta at **Ex (6), Ex (7)(C)**@dol.gov.

- b. By the date indicated in the Timeline, Deloitte shall submit:
  - i. Copies of any written revised policies and procedures, as described in Part VI;
  - ii. Documentation on the training described in Part VI; and
  - iii. Documentation of its dissemination of pay transparency nondiscrimination provisions, as described in Part VI.
- c. Pursuant to the date listed in the Timeline, Deloitte shall submit documentation of monetary payments to all Eligible Employees as specified in Part IV. The documentation must include the names of Eligible Employees who were paid, and, for each Eligible Employee, the number and the amount of the check and the date the check cleared the bank (or pay stubs for those paid through direct deposit). Deloitte will provide OFCCP with copies of all canceled checks upon request.
- d. Pursuant to the dates listed in the Timeline, Deloitte shall submit two (2) reports that include:
  - i. Documentation of its pay analysis, and an explanation of actions taken as a result, as described in Part VI;
  - ii. Documentation of its job placement analysis, and an explanation of actions taken as a result, as described in Part VI; and
  - iii. Documentation of any pay adjustments made as a result of the pay and job placement analysis, as described in Part V. - to include the amount of each adjustment, the date each adjustment was made, job reassignment (if applicable), and the gender of each individual receiving an adjustment.

## VIII. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Deloitte Services LP.

**Ex (6), Ex (7)(C)**

John Bonomi  
Partner and Associate General Counsel,  
Employment Law Group  
On behalf of Deloitte Services LP  
30 Rockefeller Plaza  
New York, NY 10112-0015

DATE: 10/26/2020

**Ex (6), Ex (7)(C)**

Melissa Speer  
Acting Regional Director -  
Southeast

DATE: 10-28-2020

### Attachments:

- A. List of Affected Employees
- B. Notice to Affected Class
- C. Information Verification Form
- D. Release of Claims under Executive Order 11246
- E. Timeline

**ATTACHMENT A**  
**AFFECTED EMPLOYEES<sup>1</sup>**

	<b>Employee ID Number</b>	<b>Back Pay</b>	<b>Interest</b>	<b>Total</b>
1	<b>Ex (6), Ex (7)(C)</b>	\$6,195.75	\$2,115.62	\$8,311.37
2		\$5,417.09	\$1,849.74	\$7,266.83
3		\$5,636.74	\$1,924.74	\$7,561.48
4		\$7,610.76	\$2,598.80	\$10,209.55
5		\$6,000.15	\$2,048.83	\$8,048.99
6		\$7,535.06	\$2,572.95	\$10,108.01
7		\$6,160.81	\$2,103.69	\$8,264.51
8		\$7,220.61	\$2,465.57	\$9,686.19
9		\$6,102.58	\$2,083.81	\$8,186.39
10		\$6,102.58	\$2,083.81	\$8,186.39
11		\$7,306.21	\$2,494.80	\$9,801.02
12		\$4,926.32	\$1,682.16	\$6,608.48
13		\$4,862.27	\$1,660.29	\$6,522.55
14		\$6,935.28	\$2,368.14	\$9,303.43
15		\$5,028.75	\$1,717.13	\$6,745.88
16		\$5,333.94	\$1,821.34	\$7,155.28
17		\$4,972.91	\$1,698.07	\$6,670.97
18		\$7,471.00	\$2,551.07	\$10,022.08
19		\$5,520.27	\$1,884.97	\$7,405.25
20		\$6,679.07	\$2,280.66	\$8,959.72
21		\$7,210.60	\$2,462.15	\$9,672.75
22		\$5,242.86	\$1,790.25	\$7,033.11
23		\$6,242.34	\$2,131.53	\$8,373.87
24		\$6,114.23	\$2,087.79	\$8,202.01
25		\$5,986.12	\$2,044.04	\$8,030.16
26		\$6,079.29	\$2,075.86	\$8,155.14
27		\$4,274.14	\$1,459.46	\$5,733.60
28		\$3,931.45	\$1,342.45	\$5,273.89

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<sup>1</sup> If an affected employee on Attachment A is not located or does not return forms as described in this Agreement, the remaining monies will be paid in a second distribution to other affected employees in accordance with Part IV of this Agreement.

29	<b>Ex (6), Ex (7)(C)</b>	\$6,131.70	\$2,093.75	\$8,225.45
30		\$4,932.14	\$1,684.15	\$6,616.29
31		\$6,306.39	\$2,153.40	\$8,459.79
31		\$6,539.31	\$2,232.94	\$8,772.25
33		\$5,397.99	\$1,843.22	\$7,241.21
34		\$7,593.29	\$2,592.82	\$10,186.11

## ATTACHMENT B

### NOTICE TO AFFECTED CLASS

Dear [Name]:

Deloitte Services LP (Deloitte) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy alleged violations of Executive Order 11246 (E.O. 11246) that OFCCP found during a compliance review of Deloitte's 4022 Sells Drive, Hermitage, Tennessee facility. OFCCP's analysis alleges that since August 31, 2012, Deloitte has paid certain females in Technology-Exempt positions less per year than males in similar positions. Deloitte denies any violation of E.O. 11246 and there has not been any adjudicated finding that Deloitte violated any laws. OFCCP and Deloitte entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked in the Technology-Exempt position during the review period. Under the Agreement, you may be eligible to receive a back pay and interest payment (less deductions required by law). Under the terms of the Agreement it may take several months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Release of Claims Form. This form should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by *[insert exact date by which class members must respond]*.**

The documents may be returned via mail or via email to the contact below:

- Via Mail: You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims Form to:

[Name and Position]

[Mailing Address]

- Via email to: [Deloitte Email Contact]

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO DELOITTE BY *[insert exact date by which class members must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

If you have any questions you may call [name] at Deloitte at [phone number], or contact OFCCP Compliance Officer **Ex (6), Ex (7)(E)** at **Ex (6), Ex (7)(C)**@dol.gov. Your inquiry will be responded to as soon as possible.

Enclosures: Information Verification Form  
Release of Claims Form under Executive Order 11246

ATTACHMENT C

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (Agreement) between Deloitte and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

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

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

Telephone Nos.: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Email \_\_\_\_\_

Notify Deloitte at the address below if your address, email address or phone number changes within the next twelve (12) months.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [DATE CLASS MEMBERS MUST RESPOND], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

This form, along with the enclosed Release, may be returned via mail or via email to the contact below:

- Via Mail: You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims Form to:

**[Name and Position]**

**[Mailing Address]**

- Via email to: **[Deloitte Email Contact]**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT D

### RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

*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 (Release) under Executive Order 11246, as amended, is a legal document. The document states that in return for Deloitte Services LP (Deloitte) paying you money, you agree that you will not file any lawsuit against Deloitte for allegedly violating Executive Order 11246, as amended, in its compensation on the basis of sex in Technology-Exempt positions. It also says that Deloitte does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

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In consideration of payment by Deloitte to me, which I agree is acceptable, I agree to the following:

#### I.

I hereby waive, release and forever discharge Deloitte (a partnership) and its owners, partners, and principals as well as its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their partners, principals, owners shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate to my compensation in a Technology-Exempt position on the basis of my sex at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my compensation with Deloitte through the Effective Date of this Release.

#### II.

I understand that Deloitte denies that it treated me unlawfully or unfairly in any way and that Deloitte 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 compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on August 12, 2013. I further agree that the payment of the aforesaid sum by Deloitte to me is not to be construed as an admission of any liability by Deloitte.

**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 the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Deloitte.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Signature

**ATTACHMENT E**

**TIMELINE**

<b>ACTIVITY</b>	<b>DATE</b>
Deloitte Mails Notice Documents (First Notice)	30 days after agreement is executed
Deadline for Class Members to Return Release	45 days from notice being sent
Deloitte Notifies OFCCP of Undeliverable/Nonresponsive Mailings	60 days after notice sent
OFCCP and Deloitte confer to assess the results of the initial mail notice and discuss how to maximize the potential response rate	Every two weeks after notice being sent
OFCCP Provides Any Updated Contact Information to Deloitte for those with Undeliverable and Nonresponsive Mailings	75 days after notice sent
Deloitte Mails Notice Documents (Second Notice)	90 days after notice sent
Deadline for Class Members to Return Second Notice Release Forms	45 days after second notice is sent
Deloitte Provides List of its Determination of Eligible Employees	60 days after second notice is sent
OFCCP Reviews and Approves Final List and Distribution Amounts	75 days after second notice is sent
Deloitte Mails Back Pay Checks or makes direct deposits	120 days after second notice is sent
Deloitte Notifies OFCCP of Any Checks, Payments Returned as Undeliverable	30 days after checks are mailed
OFCCP Provides Updated Addresses	45 days after checks are mailed
Deloitte Mails Back Pay Checks to New Addresses	90 days after first checks are mailed
Distribution of Remaining Funds to Eligible Employees	60 days after second checks are mailed

### Reporting Timeline

Report	Due Date
<ul style="list-style-type: none"> <li>• Copies of written revised policies and procedures, as described in Part VI</li> <li>• Documentation on the training described in Part VI</li> <li>• Documentation of its dissemination of pay transparency nondiscrimination provisions, as described in Part VI.</li> </ul>	180 days after agreement is executed
<ul style="list-style-type: none"> <li>• Documentation of monetary payments to all Eligible Employees as specified in Part IV</li> </ul>	30 days after date of “Distribution of Remaining Funds to Eligible Employees”
<ul style="list-style-type: none"> <li>• A summary of its pay analysis, including b coefficients and an explanation of actions taken as a result, as described in Part VI;</li> <li>• Documentation of its job placement analysis, and an explanation of actions taken as a result, as described in Part VI; and</li> <li>• Documentation of any pay adjustments made as a result of the pay and placement analysis, as described in Part V - to include the amount of each adjustment, the date each adjustment was made</li> </ul>	180 days after agreement is executed