U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
KPMG LLP
345 Park Avenue
New York, New York 10154
OFCCP CASE NO. R00183197

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated KPMG LLP's facility located at 345 Park Avenue, New York, New York 10154 (hereinafter KPMG) and alleged that KPMG was not in compliance with the Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 C.F.R Sections 60-1 - 60-3. OFCCP notified KPMG of the alleged violations found and the corrective actions required in a Notice of Violation issued on October 2, 2018. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and KPMG enter this Conciliation Agreement and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for KPMG's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the alleged violations described in Part III if KPMG violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.

2. KPMG agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. KPMG will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. KPMG understands that nothing in this Agreement relieves KPMG of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans'

Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.

4. KPMG promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).

5. The parties understand the terms of this Agreement and enter into it voluntarily.

6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.

7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.

8. This Agreement becomes effective on the day it is signed by the Regional Director of the Northeast Region (the "Effective Date").

9. This Agreement will expire sixty (60) calendar days after KPMG submits the final progress report required in Part IV, below, unless OFCCP notifies KPMG in writing prior to the expiration date that KPMG has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines KPMG has met all of its obligations under the Agreement.

10. If KPMG violates this Conciliation Agreement,

    A. The procedures set forth at 41 C.F.R § 60-1.34 will govern:

        1) If OFCCP believes that KPMG violated any term of the Agreement while it was in effect, OFCCP will send KPMG a written notice stating the alleged violations and summarizing any supporting evidence.

        2) KPMG will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

        3) If KPMG is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. KPMG may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by KPMG of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that KPMG violated any laws.

PART III. ALLEGED VIOLATIONS AND REMEDIES

HIRING DISCRIMINATION

A. OFCCP alleges that KPMG is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R § 60-1.4 (a)(l). OFCCP alleges that based on its analysis of KPMG's hiring process and selection procedures that during the review period of October 1, 2011 through March 31, 2013, KPMG failed to afford equal employment opportunity to Asians who applied and met the basic qualifications for Associate Advisory positions.

B. OFCCP believes, based on its analysis of the applicant and hiring data, that KPMG's selection process had an adverse impact on the hiring of Asian applicants for Associate Advisory positions. Specifically, for the Associate Advisory position, OFCCP alleges that within the review period there was a statistically significant disparity in the hiring of Asians for the Associate Advisory position based on race/ethnicity. This resulted in an alleged hiring shortfall of 4 Asians, and a disparity that was statistically significant at (b) (7)(E) [redacted] standard deviations.

OFCCP alleges that KPMG failed to provide a sufficient business necessity or job related reason that explains the non-selection of these applicants. Accordingly, OFCCP alleges that KPMG discriminated against 24 qualified Asian applicants not hired into Associate Advisory positions and alleges that KPMG failed to do so based on the applicants' race/ethnicity.

C. REMEDY FOR AFFECTED CLASS

1) Notice: Within sixty (60) calendar days of the Effective Date of this Agreement, KPMG must notify the 24 Asian applicants listed in Attachment A ("Class Members") of the terms of this Agreement by mailing by regular and certified mail (return-receipt requested), to each individual in the affected class the: Notice to Affected Class (Attachment B, "Notice"), Information Verification & Employment Interest Form (Attachment C, "Interest Form"), Release of Claims under Executive

Order 11246 (Attachment D, "Release of Claims"), and a postage paid return envelope. Within ninety (90) calendar days of the Effective Date of this Agreement, KPMG will provide OFCCP with a list of the individuals in the affected class whose letters were returned as undeliverable. In addition, within twenty one (21) calendar days after the expiration of the response deadline set out in the Interest Form, KPMG will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Interest Form. OFCCP will then attempt to obtain and provide updated addresses to KPMG within fifteen (15) calendar days of receiving the list of names from KPMG. KPMG agrees to mail by certified mail (return-receipt requested) a second Notice, Interest Form, Release of Claims and postage paid return envelope to all individuals for whom updated addresses were obtained within twenty one (21) calendar days of receiving the updated addresses.

2) Eligibility: All Eligible Class Members are entitled to their share of the monetary settlement subject to the foregoing: All members of the Affected Class (listed on Attachment A) who sign and return the Interest Form and Release to KPMG within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice ("Eligible Class Members") will receive a share of the monetary settlement under this Agreement. If an individual does not return the Interest Form and Release to KPMG within 120 calendar days from the Effective Date, he/she will no longer be entitled to a payment under this Agreement.

   Within twenty one (21) calendar days after the response deadline set out in the Interest Form, KPMG will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest Form and Release by the deadline). Within ten (10) calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with KPMG any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

   All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with KPMG.

3) Monetary Settlement: KPMG agrees to distribute $90,000, $75,608.69 of which is considered back pay and $14,391.31 of which is considered interest, adjusted for legal contributions and deductions required by law from back pay only (such as federal, state and/or local taxes and the Employer's and Eligible Class Members' share of FICA taxes) in equal shares among all Eligible Class Members on the final approved list. KPMG will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099-INT for the portion of the payment representing interest. These IRS forms will be mailed in the time required by law. KPMG will disburse the monetary settlement within thirty (30) calendar days

after OFCCP approves the final list of Eligible Class Members.

Within twenty one (21) calendar days of KPMG's receipt of a check to an Eligible Class Member returned as undeliverable, KPMG will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(E) OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address, KPMG will re-mail the check within twenty one (21) calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Eligible Class Member will be void.

Any amount of money remaining from uncashed or undeliverable checks shall be distributed equally among all Eligible Class Members to whom payment was made as described in paragraph 3 of this Agreement if the total amount of uncashed and undistributed funds would result in a payment of $50.00 or more to each of the located Eligible Class Members. If the total amount of uncashed and undistributed funds would result in a payment of less than $50.00 to each located Eligible Class Member, KPMG will use those uncashed and undistributed funds to provide training in equal employment opportunity to its personnel.

4) Employment: KPMG will consider qualified Eligible Class Members not currently employed by KPMG who express an interest in employment with KPMG until (b) (7)(E) Eligible Class Members are hired in Associate Advisory Positions in KPMG's New York City office (345 Park Ave) or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. KPMG must initiate its consideration of Eligible Class Members within 180 calendar days of the Effective Date of this Agreement and must complete its hiring obligations under this section within the duration of this Agreement. If KPMG is not able to hire (b) (7)(E) Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment during the duration of this Agreement, OFCCP may extend the term of this Agreement for up to 12 months or until KPMG satisfies its hiring requirement(s), whichever occurs first.

Eligible Class Members will be allowed at least two weeks to accept a written job offer from KPMG and at least an additional two weeks to report for work after accepting the job offer from KPMG. The Eligible Class Members hired into entry-level Associate Advisory positions pursuant to this Agreement must be paid the current annual salary for the entry-level Associate Advisory position and must be provided with the same benefits as other entry-level Associate Advisory employees. In addition, if hired, the (b) (7)(E) Eligible Class Members who applied to KPMG will receive retroactive seniority to July 9, 2012 for the purposes of job retention (as applicable) and personal time accrual.

5) Contractor Expenses. KPMG agrees to pay all expenses associated with carrying out its duties pursuant to this Agreement from funds separate and apart from the amount designated in this Agreement for Settlement.

D. NON-MONETARY REMEDIES

KPMG will ensure that all applicants are afforded equal employment opportunities. KPMG agrees to immediately cease using the selection procedures, practices, and/or policies that negatively affect the hiring of Asian applicants for Associate Advisory positions. KPMG agrees to continue and/or to implement the corrective actions detailed below.

1) Associate Advisory HiringProcess

(a) Non-Discriminatory Selection Procedures: KPMG agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. KPMG will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 60-3.4(D), on Asian applicants, unless it properly validates the procedure pursuant to these regulations.

(b) Review of Associate Advisory Hiring Process: KPMG will revise, as needed and in writing, the practices, policies and procedures it uses to select applicants for Associate Advisory positions. KPMG will undertake the following as to the Associate Advisory positions for its facility located at 345 Park Avenue, New York, NY :

(i) Modify and/or create, as needed, a job description and selection process for Associate Advisory positions that describes the essential functions; the basic qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;

(ii) Develop, as needed, specific, job-related qualification standards for Associate Advisory positions that reflect the duties, functions, and competencies of the position to minimize the potential for Asian stereotyping or other unlawful discrimination;

(iii) Ensure all policies and qualification standards are uniformly applied to all applicants for Associate Advisory positions; and

(iv) Continue to list clearly on its advertisements and job postings for Associate Advisory positions the basic qualifications, including required skills and certifications.

(c) Recordkeeping and Retention: KPMG will ensure that documents are retained in accordance with 41 C.F.R 60-1.12(a) and Part 60-3.

(d) Training: Within ninety (90) calendar days after completing the steps identified in

Part III, Section D(1)(b) of this Agreement, KPMG must train all recruiters and hiring managers involved in Campus recruiting, selecting, or tracking applicants for Associate Advisory positions at the facility located at 345 Park Avenue, New York, NY on equal employment opportunity in the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41C.F.R. § 60-1.12 (a) and Part 60-3. The training will also include a review of KPMG's equal employment obligations, nondiscrimination, and anti-retaliation policies. Excluded from this requirement are any individuals who received such training within six months of the Effective Date of this Agreement.

(e) Monitoring: KPMG agrees to monitor selection rates at each step of its selection process for Associate Advisory positions. If KPMG determines that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 60-3.4(D), on the hiring of applicants of a particular race/ethnicity, KPMG will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the UGESP codified at 41 C.F.R Part 60-3. KPMG agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Associate Advisory at the 345 Park Avenue, New York, NY facility. This includes the number of persons hired by race/ethnicity, the number of applicants who applied by race/ethnicity, and the number of applicants by race/ethnicity who participated in and passed each selection procedure utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

2) Internal Audit and Reporting System

(a) During the period October 1, 2011 through March 31, 2013, OFCCP alleges that KPMG failed to develop and implement an auditing system that accurately measured the effectiveness of its total affirmative action program as required by 41 CFR 60-1.17 (d) (1)-(4). Specifically, OFCCP alleges that KPMG did not accurately record applicant/hire information on the employment activity data submitted to OFCCP during the compliance evaluation.

REMEDY: KPMG will review and revise, as needed, its internal audit and reporting procedures for recording applicant/hire information in order to accurately measure the effectiveness of its Affirmative Action Program. Specifically, KPMG will ensure that all applicant information is entered appropriately in its monitoring databases with respect to the job applied for, the intern status, visa status, and current work authorization for each applicant. KPMG will also ensure that, in all their analyses as to this Associate Advisory position, they will utilize the same organizational structure,

(b) (7)(E) [redacted] and explain how each factors in.

3) Internships

(a) In addition to the Associate Advisory Positions to be offered to Eligible Class Members as described in Part III(C)(4), KPMG will establish (b) (7)(E) internships for high school or college students. KPMG will target underserved populations for these internships. The duration of and compensation for such internships shall be left to the sole discretion of KPMG.

PART IV. REPORTS REQUIRED

KPMG must submit the documents and reports described below to:

Mary Ellen Bentivogli
District Director, OFCCP
Buffalo and Hartford Offices
300 Pearl Street, Suite 175
Buffalo, NY 14202

1. Within **sixty (60) calendar days** of the Effective Date of this Agreement, KPMG must submit a copy of the Advisory Associate written Revised Hiring Process described in Part III (D) (1).

2. Within **ninety (90) calendar days** after submitting the Revised Hiring Process to the OFCCP, KPMG must submit documentation that all recruiters and hiring managers involved in Campus recruiting, selecting, or tracking of applicants for Associate Advisory positions at the facility located at 345 Park Avenue, New York, NY have been trained on the Revised Hiring Process. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.

3. Within the prescribed timeframes, KPMG must submit all documents and information referenced in Part III (C)(1), including:

   (a) Within **ninety (90) calendar days** of the Effective Date of this Agreement, KPMG must submit:

   - Documentation of the mailing of the "Notice" and "Interest Form" " to the Class Members.

   - A list of class members who failed to respond to the Notice to Class Members along with copies of the undeliverable envelopes.

(b) Within two-hundred and sixty (260) calendar days from the Effective Date of this Agreement, KPMG must submit:

- Documentation of monetary payments provided to all Eligible Class Members as specified in Section III (C) (3). The documentation must include the names of Eligible Class Members who were paid and, for each Eligible Class Member, the number and amount of the check and the date the check cleared the bank. KPMG must provide OFCCP with copies of all canceled checks upon request.

- Documentation of specific hiring activity for Eligible Class Members who were offered Associate Advisory positions, in accordance with this Agreement, including name, race/ethnicity, date of hire, job title hired into, rate of pay, and proof of retroactive seniority benefits for purposes of job retention (as applicable) and personal time accrual.

- Documentation of intern hiring activity for (b) (7)(E) [redacted] individuals, in accordance with Part III(D)(3), including name, race/ethnicity, date of hire, job hired into and rate of pay.

- For Eligible Class Members who were considered for employment, but were not hired, KPMG will provide an explanation and reasons for non-hire along with all relevant supporting documentation (e.g., date of offer, documentation of the Eligible Class Member who declined a job offer, did not meet the basic qualifications, withdrew, required visa sponsorship, etc.).

4. Within the prescribed timeframes, KPMG must submit all documents and information referenced in Part III (C)(1) and Part III (D) (2).

5. KPMG must submit one additional progress report, covering the period of January 1, 2020 through December 31, 2020, due on March 1, 2021. This report will include:

- The total number of applicants and hires and the breakdown by race/ethnicity of applicants and hires for Associate Advisory positions at 345 Park Avenue, New York, NY during the reporting period.

- For Associate Advisory positions at 345 Park Avenue, New York, NY, the results of KPMG's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R § 60-3.4D, on Asian applicants (for purposes of the adverse impact analysis, KPMG must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis).

- For each case where the total selection process has an adverse impact on Asian applicants, as defined in 41 C.F.R. § 60-3.4D, the results of KPMG's evaluation of the individual components of the selection process for adverse impact; and/or

the actions taken by KPMG upon determining that any component of the selection process has an adverse impact on Asians.

KPMG will retain all records and data pertinent to the alleged violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date is later.

Any notices required under this Agreement shall be sent via First Class Mail to:

Kathy Rohan
KPMG LLP
3 Chestnut Ridge Road
Montvale, NJ 07645

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and KPMG LLP.

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

Darren Burton
Vice Chair of Human Resources
KPMG LLP
3 Chestnut Ridge Road
Montvale, NJ, 07645-0435

DATE: 9/26/2019

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

Lynn Shear
Assistant District Director
Buffalo Area Office

DATE: 9/30/2019

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

Diana Sen
Regional Director
Northeast Region

DATE: 9/30/19

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

Mary Ellen Bentivogli
District Director
Buffalo and Hartford Offices

DATE: 9/30/2019

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

(b) (7)(C), (b) (7)(E)

Compliance Officer
Buffalo Area Office

DATE: 9/30/19

ATTACHMENT "A"

LIST OF CLASS MEMBERS

	Last Name	First Name
1	(b) (6), (b) (7)(C)	
2	[redacted]	
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ATTACHMENT "B"

NOTICE TO AFFECTED CLASS

Dear [NAME]:

We are writing to you with regard to your application for employment with KPMG LLP ("KPMG") at 345 Park Ave., New York, NY. Your application was submitted during the period of October 1, 2011 through March 31, 2013 for an Associate Advisory position. The Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") and KPMG have entered into an Agreement in which KPMG agreed to certain monetary payments for individuals who submitted a job application during the period of time in question to resolve alleged hiring disparities. You are eligible to receive a payment even if you are not currently interested in employment at KPMG.

By entering into the Agreement, KPMG has not admitted nor has there been any adjudicated finding that KPMG violated any laws when you were not hired for the position for which you applied. OFCCP and KPMG entered into the Agreement to resolve the matter without resorting to further legal proceedings.

As part of this Agreement, you are eligible to receive a distribution of at least XXXXXXX less lawful payroll deductions. Under the terms of this Agreement, it may take up to six months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification & Employment Interest Form and Release of Claims. You should complete and mail back the forms as soon as possible; the forms must be postmarked to the address below no later than 30 days from postmarked date on mailing for you to be entitled to participate in this settlement:

Attn: Kathy Rohan
Director AA/EEO
KPMG LLP
3 Chestnut Ridge Road
Montvale, NJ 07645

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form and Release of Claims.

In addition to the monetary distribution, KPMG will be making job offers for entry-level Associate Advisory positions in its 345 Park Avenue, New York, NY office 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 KPMG at 345 Park Avenue, New York, NY in an entry-level Associate Advisory position, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for entry-level Associate Advisory positions in the

order that KPMG receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority for purposes of job retention (if applicable) and personal time accrual. Expressing interest in employment is not a guarantee of employment at KPMG. If hired, you will be subject to KPMG's policies and performance standards.

If you have any questions, you may call Kathy Rohan at KPMG at (b) (6), (b) (7)(C) or OFCCP Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(E). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO KPMG BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

Blane Ruschak
Executive Director Recruiting
KPMG LLP

Enclosure: Information Verification and Employment Interest Form and Release of Claims under Executive Order 11246

ATTACHMENT "C"

You must complete this Information Verification and Employment Interest form in its entirety in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between KPMG LLP ("KPMG") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name:_____

Address:_____

Telephone: Home:_____ Cell: _____ Work: _____

Social Security Number (for tax purposes only):_____

For purposes of this settlement, it is necessary to verify your Race/Ethnicity:

White [ ] Black/African American [ ]
Hispanic/Latino [ ] Asian [ ]
Two or More Races [ ] Native Hawaiian or Pacific Islander [ ]
Native American or Alaska Native [ ]

Please notify KPMG at the address below if your address or phone number changes within the next six months.

Please indicate below whether you are currently interested in employment in an entry-level Associate Advisory position with KPMG at its office at 345 Park Ave, New York, NY. If you complete, sign, and return this Information Verification and Employment Interest Form and Release of Claims, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[ ] Yes, I am still interested in employment with KPMG as an entry-level Associate Advisory at 345 Park Ave., New York, NY.

[ ] No, I am not currently interested in employment with KPMG as an entry-level Associate Advisory at 345 Park Ave., New York, NY.

IF YOU FAIL TO COMPLETE IN ITS ENTIRETY AND RETURN THE ENCLOSED DOCUMENT TO THE ADDRESS BELOW BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Attn: Kathy Rohan
Director, AA/EEO
KPMG LLP
3 Chestnut Ridge Road
Montvale, NJ 07645

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 KPMG LLP ("KPMG") paying you money, you agree that you will not file any lawsuit against KPMG for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Associate Advisory positions from October 1, 2011 to March 31, 2013. It also says that KPMG 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.

In consideration of the payment of at least $XXXXXX (less deductions required by law) by KPMG to me, which I agree is acceptable, I_____ (print name) agree to the following:

I.

I hereby waive, release and forever discharge: (a) KPMG and each of its past and present subsidiaries, affiliates and related entities; (b) the past and present partners, principals, owners, trustees, agents, employees, representatives, officers, directors, and attorneys of each entity listed in subpart (a) above; and (c) the predecessors, successors, and assigns of each entity and person listed in subparts (a) and (b) above, of and from any and all actions, causes of action, damages, liabilities, and claims that are actionable or could have been brought under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246 relating to my non-selection for employment with KPMG for employment in an Associate Advisory position from October 1, 2011 to March 31, 2013. 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 KPMG denies that it treated me unlawfully or unfairly in any way and that KPMG entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated

by OFCCP on May 28, 2013. I further agree that the payment of the aforesaid sum by KPMG to me is not to be construed as an admission of any liability by KPMG.

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 KPMG by [DATE], I will not be entitled to receive any payment (less deductions required by law) from KPMG.

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

_____, 20___.

_____

Signature