

CONCILIATION AGREEMENT

Between

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

And

KPMG LLP
2323 Ross Avenue, #1400
Dallas, Texas 75201

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated KPMG LLP's ("KPMG") facility located at 717 North Harwood Street, Suite 3100, Dallas, Texas (now located at 2323 Ross Avenue #1400, Dallas, Texas) during the time period between April 2, 2011 and April 3, 2013, and found 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. Section(s) 60-1, 60-2, 60-3, 60-4. OFCCP notified KPMG of the specific violations alleged in a Pre-Determination notice issued on April 19, 2019.

In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and KPMG ("the parties") enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Conciliation Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for KPMG'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 described in more detail in Part III. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the 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 as may be relevant to the matter under investigation and pertinent to KPMG's compliance. With reasonable notice, KPMG will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents required.

3. This Agreement does not constitute an admission by KPMG of any violation of or noncompliance with E.O. 11246, Section 503, VEVRAA and their implementing regulations at 41 CFR Chapter 60. KPMG denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
4. KPMG understands that nothing in this Agreement relieves KPMG of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
5. KPMG promises not to harass, intimidate, threaten, discriminate against, or otherwise retaliate against any individual because the individual benefits from this Agreement, or 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 CFR § 60-1.32(a).
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced therein. This Agreement contains all the 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 and signed by all parties.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director of the Southwest and Rocky Mountain Region (the "Effective Date").
10. This Agreement will expire sixty (60) days after KPMG submits the final 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 OFCCP determines KPMG has met all of its obligations under the Agreement.
11. Each party shall bear its own fees and expenses with respect to this matter.
12. If KPMG violates the Conciliation Agreement,
 - A. The procedures set forth at 41 CFR § 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 Conciliation 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 for those establishments with an open review at the time of this Agreement and seek a full make-whole remedy for victims.
 - 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.
13. 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, and cannot be used as evidence that KPMG is not in violation of any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, VEVRAA, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
 14. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
 15. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

PART III. FINDINGS AND REMEDIES

1. **FINDING:** OFCCP alleges that KPMG discriminated against Asian applicants for the Intern Audit position in the Dallas office during the period April 2, 2011 through April 3, 2013 by failing to afford them equal employment opportunities in accordance with the nondiscrimination requirements of the equal opportunity clause of EO 11246 § 202 and 41 CFR § 60-1.4(a) (1). OFCCP's analysis showed a statistically significant disparity that negatively affected Asian Intern Audit applicants resulting in a shortfall of nine when compared to white applicants.

REMEDY 1: KPMG agrees to ensure equal opportunity in employment for its Intern Audit positions in the Dallas office and agrees to provide back pay to the class of rejected Asian applicants during the audit period. KPMG will also provide EEO training to employees involved in the hiring and selection process for Audit Interns. KPMG agrees to take the following corrective actions in accordance with the deadlines set forth in the Timeline (Attachment 5):

As applicable to Finding 1 above, KPMG agrees to take the following corrective actions:

A. Revision of the Hiring Process, Implementation and Training: In accordance with the Timeline, KPMG will evaluate and revise and implement as needed the practices, policies, and procedures that the firm uses to recruit, track and hire applicants for the Intern Audit position (hereinafter the "Revised Hiring Process"). The Revised Hiring Process will contain the following:

- i. Procedures to recruit job seekers for the Intern Audit positions, including mandatory postings, outreach efforts, and the use of the Internet as a recruitment procedure.
- ii. The qualifications and criteria to be used to place job seekers and applicants into the Intern Audit applicant pool.
- iii. The qualifications and criteria to be used to eliminate and/or select job seekers and applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, telephone screen, interview, post-hiring screen or other selection procedure.
- iv. Procedures to ensure job seekers and applicants are tracked and decisions are documented at each step in the hiring process.
- v. Procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.

In accordance with the Timeline, KPMG will fully implement the Revised Hiring Process and will provide training to all individuals involved in any way in recruiting, selecting, or tracking job seekers and applicants for the Intern Audit position in the Dallas office. KPMG will also train any individuals hired or transferred into such positions within 60 calendar days of the new assignment. The training will include specific instruction on the proper implementation of the revised procedures identified in paragraphs (i) through (v) above.

B. Notification: In accordance with the Timeline, KPMG must notify the Class Members listed in Attachment 1 of the terms of this Agreement by mailing, by first class mail, each individual in the affected class the: Notice to Class Members (Attachment 2, "Notice"), the Information Verification & Employment Interest Form (Attachment 3, "Interest Form"), the Release of Claims under Executive Order 11246

(Attachment 4, "Release"), and a postage paid return envelope. KPMG will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, 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 fully executed Interest Form and Release in accordance with the Timeline (including, for example, any Class Members who have returned only one of the two required forms or who failed to sign a form as required). OFCCP will then attempt to obtain and provide updated addresses to KPMG. OFCCP may also attempt to locate the Class Members who have not responded or who submitted incomplete forms during this same period. For all such Class Members where OFCCP obtains updated contact information, OFCCP will provide relevant details, in writing, to KPMG. KPMG agrees to mail by first class mail a second Notice, Interest Form, Release, and postage paid return envelope to all Class Members for whom updated addresses were obtained.

- C. Eligibility: All Class Members listed on Attachment I who sign and return the Interest Form and Release to KPMG by the deadline set forth in the timeline and meet the race requirements ("Eligible Class Members"), will share equally in the payment. If a Class Member receives but does not return the fully executed Release and Interest Form to KPMG by the prescribed deadline, the Class Member will not be entitled to any relief pursuant to this Agreement.

By the date indicated in the Timeline, KPMG will provide OFCCP with a list of Eligible Class Members who returned the Interest Form and Release by the due date, along with a copy of each executed Interest Form and Release it received. 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. The approved list of Eligible Class Members shall constitute the "Final Class Member List." The monetary payment discussed in paragraph (D) below will be divided equally among all Eligible Class Members on the final approved list. All Eligible Class Members will be entitled to a share of the monetary settlement.

- D. Monetary Settlement: KPMG agrees to distribute \$155,000 (back pay of \$139,500 and interest of \$15,500) in equal shares among all Eligible Class Members on the final approved list. The monetary settlement is a negotiated amount that represents estimated back pay and takes into account tenure, applicable seniority-buy outs, interest and interim earnings. The back pay and interest amount, less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and the Eligible Class Members' share of FICA taxes), will be distributed 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 for that portion of the payment representing interest. These IRS forms will be mailed in the time required by law. KPMG will disburse the monetary settlement in accordance with the Timeline after OFCCP approves the final list of Eligible Class Members.

By the date indicated in the Timeline, KPMG will provide OFCCP with a list of Eligible Class Members via e-mail sent to District Director LaQuandra Adebajo at (b) (6), (b) (7)(C)@dol.gov whose check was returned as undeliverable. OFCCP will attempt to locate the Eligible Class Members and if OFCCP obtains an alternate address, KPMG will re-mail checks by the date indicated in the Timeline. Any check that remains uncashed as of the deadline set forth in the Timeline will be void. With respect to any uncashed funds, KPMG will make a second distribution to all Eligible Class Members who cashed their first check within the required period if the remaining uncashed amount will result in a second payment of \$20.00 or more to each Eligible Class Member. KPMG will mail the second distribution to such Eligible Class Members by the date specified in the Timeline. If the total amount of the uncashed funds would result in a payment of less than \$20.00 to each Eligible Class Member, KPMG will use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide in the Revised Hiring Process described in Part III – Paragraph (A) of Remedy for Finding 1.

Employment: As Intern Audit positions in the Dallas office become available, KPMG will consider for employment qualified Asian applicants from its incoming recruiting class who are not currently employed by KPMG, to remedy the shortfall of nine applicants who should have been hired. KPMG will make a good faith effort to reach the shortfalls and will not impose more stringent or different hiring criteria to the incoming recruiting class.

Selected applicants will be allowed at least one week to accept an offer, must be paid the current wage rate for the Intern Audit position, and must be provided with the same benefits and opportunities as other similarly situated employees.

Due to the current crisis, the employment obligation will resume once normal campus recruitment has restarted or when KPMG implements new or different recruitment processes for these jobs. Should recruitment not resume prior to the end of this agreement the CA will be extended for at least an additional six months. In accordance with the timeline, upon receipt of the third progress report, the parties will meet to determine the status of the fulfillment of the employment obligation cited herein and if the fulfillment is not complete by that time, an additional six (6) months will be granted.

2. VIOLATION: OFCCP found that KPMG did not perform in-depth analyses of its total process to determine whether and where impediments to equal employment opportunity exist in accordance with 41 CFR § 60-2.17(b). Specifically, based on the information and data for the applicable review period, OFCCP found that KPMG's Audit Intern applicant pools in the Dallas office did not have adequate representation of qualified minorities.

REMEDY 2: KPMG will perform in depth analyses of its total process in accordance with 41 CFR § 60-2.17(b). Specifically, KPMG will enhance its campus recruiting outreach

efforts to ensure recruitment of minority job seekers for its Audit Intern positions in the Dallas office. Further, KPMG will contact the appropriate university internship and career services coordinators when it begins its campus recruiting efforts. The following information is provided to assist you with the recruitment of black and hispanic college students:

Melissa Knight
Director, Office of Career Services
Texas Southern University
3100 Cleburne Street
Houston, Texas 77004
Phone: 713-313-7546
Email: (b) (6), (b) (7)(C)@tsu.edu

Glenda Jones
Director, Career Services
Prairie View A&M University
700 University Drive
Prairie View, Texas 77446
Phone: 936-261-3571
Email: (b) (6), (b) (7)(C)@pvamu.edu

Tracy Jackson
Director, Career Services
Xavier University
1 Drexel Drive
New Orleans, LA 70125
Phone: 504-520-7364
Email: ocs@xula.edu

Tracy Knowlton
Assistant Director for Cooperative Education/Internships
University of Arkansas-Pine Bluff
Office of Career Services
1200 N. University Drive
Caldwell Hall, Suite 202
Pine Bluff, AR 71601
Phone: 870-575-8461
Email: careersvcs@uapb.edu

Mrs. Judy Dietert
Internship Coordinator
Texas State University
McCoy College of Business
Department of Management
601 University Drive

McCoy Hall 315
San Marcos, Texas 78666
Phone: 512-245-2659
Email: [REDACTED]@txstate.edu

Mario Vela
Executive Director
The University of Texas at San Antonio
Career Center
One UTSA Circle
San Antonio, Texas 78249
Phone: 210-458-4589
Email: [REDACTED]@utsa.edu

3. **VIOLATION:** OFCCP found that KPMG failed to implement an adequate applicant tracking system or otherwise maintain required records on the sex, race, and ethnic group of all job seekers and/or applicants in accordance with the requirements of 41 CFR §§ 60-3.4 and 60-3.15A. Specifically KPMG utilized the University Recruiting Management System (URMS) for its campus-recruiting initiative, which solely captured applicants who were interviewed and ultimately hired. The URMS system did not capture, maintain and/or track records of all job seekers and/or applicants for its campus recruiting positions, thus preventing KPMG from conducting accurate adverse impact analyses of the total selection process as required by the Uniform Guidelines on Employee Selection Procedures (UGESP).

REMEDY 3: KPMG will implement an adequate applicant tracking system in accordance with the requirements of 41 CFR §§ 60-3.4 and 60-3.15A, that accurately captures the race, gender, and ethnicity of all job seekers who express an interest in employment before any job seeker is eliminated by a selection procedure.

4. **VIOLATION:** OFCCP found that KPMG failed to conduct analyses by individual race groups that constituted more than 2% of the labor force or 2% of the applicable workforce in accordance with 41 CFR § 60-3.15A. KPMG also failed to evaluate the individual components of the selection process for adverse impact in accordance with 41 CFR §§ 60-3.4 and 60-3.15A.

REMEDY 4: KPMG will conduct an accurate adverse impact analysis in accordance with the requirements of 41 CFR §§ 60-3.4 and 60-3.15A. Specifically, KPMG must conduct adverse impact analyses on at least an annual basis for purposes of determining whether adverse impact exists against applicants based on race, sex, or ethnic group in hiring, promotion, or termination and other personnel activities. These analyses will be conducted by job group constituting more than 2% of the labor force in the relevant labor area. If adverse impact is identified in the total selection process, KPMG must evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual component(s) of the selection process, KPMG must validate the component(s) in accordance with the Uniform Guidelines on Employee Selection Procedure or utilize selection procedures that do not result in adverse impact.

Part IV. REPORTS REQUIRED

KPMG shall submit the documents and reports described below to:

LaQuandra Adebajo, Dallas District Director

(b) (6), (b) (7)(C)@dol.gov

1. Pursuant to paragraph (A) of Remedy 1, within the prescribed Timeline, KPMG will submit a copy of the written Revised Hiring Process.
2. Pursuant to paragraph (A) of Remedy 1, with the first progress report below, KPMG will provide OFCCP documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking job seekers/applicants for the Intern Audit position in the Dallas office have been trained on the Revised Hiring Process. The documentation shall 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 will submit all documents and information referenced in paragraphs (B) and (C) of Remedy 1. Such documents and information must include, but are not necessarily limited to, letters returned as undeliverable, a list of Eligible Class Members who have not responded to or returned a fully executed Claim Form and Release by the due date, a list of Eligible Class Members who have returned a signed Claim Form and Release.

KPMG must submit three (3) progress reports covering each six-month period this Agreement is in effect. The first progress report will be due on [DATE] and will cover the period [DATE] through [DATE]. Each subsequent report must cover the successive six-month period and must be submitted within 30 calendar days after the close of that six-month period.

Pursuant to Finding 1, KPMG will submit the following in each semi-annual progress report:

- 1) Documentation of monetary payments to all Eligible Class Members as specified in paragraph (D) of Remedy 1. The documentation shall include the names of Eligible Class Members who were paid, and for each Eligible Class Member, the check number and the amount of the check. KPMG will provide OFCCP with copies of all canceled checks upon request;
- 2) Documentation of the recruitment efforts and hires into the Intern Audit positions in the Dallas office. Specifically, KPMG will provide documentation outlining KPMG's recruitment outreach efforts to recruit minorities and the results of those efforts. This documentation shall identify the recruitment sources, contact person, dates of contact, telephone numbers and the results of those efforts (including the number of individuals referred, position referred to, and the numbers hired.)

KPMG will continue submitting the information in subsections 1-2 above in the three (3) semi-annual progress reports until the back wages are fully distributed and the offer/hire obligations have been met or expired. If complete documentation is provided in one or more progress reports, it need not be submitted in a subsequent progress report.

Pursuant to the Finding and to Violations 2-4, KPMG will also submit the following in each progress report:

- 1) The total number of all applicants and hires and the breakdown by race and ethnic group for the Intern Audit position in the Dallas office during the respective reporting period.
- 2) Documentation of specific hiring activity for the Intern Audit positions in the Dallas office, including those who were offered and/or hired for an Intern Audit position, their name, date of offer/hire, whether the offer was accepted and, if so, start date and rate of pay;
- 3) For the applicants who were considered for employment, but were not hired, KPMG will provide the reason for non-selection along with all relevant documentation (e.g., failure to complete the selection process, failure to appear for interview(s), failure to submit to and/or satisfy pre-employment screening(s), and documentation that the applicant declined a job offer, etc.).
- 4) The results of KPMG's analysis as to whether its total selection process for the Audit Intern position in the Dallas office has adverse impact on a particular race or ethnic group, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 CFR § 60-3.4B. With respect to the adverse impact analysis, for all progress reports except the first, KPMG shall combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period. OFCCP may analyze a period longer than 12 months to determine if adverse impact exists.
- 5) For each case where the total selection process has an adverse impact on a particular race or ethnic group, 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;
- 6) The actions taken by KPMG upon determining that any component of the selection process has an adverse impact on members of groups as set forth in sub- paragraphs 1 and/or 2 above.
- 7) KPMG will provide the revised campus recruitment process it utilizes for minorities for intern positions as well as the results of its efforts in accordance with 41 C.F.R. § 60-2.17(b) and (c).

OFCCP will review each progress report and respond in writing as to the report's

sufficiency within 60 days of receipt.

KPMG will retain all records and data pertinent to the findings and violations resolved by this Agreement and to the reports submitted under it, including the underlying information on which the reports are based, until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and KPMG, located at 2323 Ross Avenue #1400, Dallas, Texas respectively.

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

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

DARREN BURTON
Vice Chair Human Resources
KPMG LLP

MELISSA L. SPEER
Regional Director
Southwest and Rocky Mountain Region
OFCCP

DATE: 7/27/20

DATE: 7/29/2020

Attachments:

- Attachment 1, List of Class Members
- Attachment 2, Notice
- Attachment 3, Interest Form
- Attachment 4, Release
- Attachment 5, Timeline

Attachment 1, List of Class Member

| Count | Last Name | First Name | Gender | Race | Date of Application |
|-------|---------------------|------------|--------|------|---------------------|
| 1 | (b) (6), (b) (7)(C) | | | | |
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ATTACHMENT 2

NOTICE TO AFFECTED CLASS

Dear [NAME]:

We are writing to provide information about a legal settlement between the U.S. Department of Labor and KPMG LLP ("KPMG") that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages.

ARE YOU AFFECTED?

Asian job seekers who applied and were rejected for an Intern Audit position during the period of April 2, 2011 through April 3, 2013 at the KPMG facility located at 717 North Harwood Street, Suite 3100, Dallas, Texas (currently located at 2323 Ross Avenue #1400) are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") conducted a review of KPMG's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP asserts that KPMG discriminated against Asian applicants in hiring intern audit positions during the timeframe described above. KPMG denies those claims. Ultimately, OFCCP and KPMG have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle allegations raised by OFCCP. As a result, KPMG has agreed to pay money to Asian job applicants who applied for an Intern Audit position at the KPMG facility formerly located at 717 North Harwood Street in Dallas, Texas during the timeframe described above. By entering into this Conciliation 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.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for an Intern Audit position during the relevant timeframe, this settlement may provide you with a payment of at least \$ _____ (before taxes). This payment represents your share of back wages and other payments KPMG is making to settle the case. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

To receive these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Information Verification & Employment Interest Form ("Interest Form") and Release of Claims Under Executive Order 11246 ("Release").

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Interest Form, and the Release, and any other information you received from the U.S. Department of Labor and/or the Settlement Administrator.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to participate in this settlement.

To be eligible for a payment, you must complete, sign, and return both of the following enclosed forms: (1) the Information Verification and Interest Form; and (2) the Release of Claims. You should complete and send l back these forms as soon as possible using the enclosed postage-paid envelope or via email to the email address below. They *must* be received at the address or email below no later than [DATE 130 days from the effective date] for you to be entitled to participate in this settlement:

SETTLEMENT ADMINISTRATOR

Attention: NAME

POSITION

ADDRESS

EMAIL ADDRESS

You may receive these benefits only if these forms confirm that you are one of the people covered by the settlement. After you complete and return these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline above, or if your documents do not verify your eligibility, you will not be eligible to receive any money under the settlement.

Sincerely,
(NAME)

Enclosures

Information Verification/Claim Form
Release of Claims Actionable under Executive Order 11246

ATTACHMENT 3

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form 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 (Street, City, State, Zip): _____

Telephone: Home: _____ Cell: _____ Work: _____

Email address: _____

Notify KPMG at the address below if your address or phone number changes.

(NAME)
(POSITION)
Email Address

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

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

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

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

I certify the above is true and correct.

Signature: _____

Printed Name _____

Date: _____

**ATTACHMENT 4
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 (hereinafter "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 the Intern Audit position. 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 \$ _____ (less deductions required by law) by KPMG to me, which I agree is acceptable, I _____ agree to the following:

I.

I hereby waive, release and forever discharge KPMG, 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 which relate in any way to my non-selection for employment as an Intern Audit on the basis of my race at any time through the effective date of this Release.

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 April 3, 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: _____ Printed Name: _____