

**U.S. Department of Labor**

Office of Federal Contract  
Compliance Programs  
New Jersey District Office  
200 Sheffield Street, Room 102  
Mountainside, New Jersey 07092-2314



CONCILIATION AGREEMENT  
BETWEEN  
THE U. S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
AND  
KPMG LLP  
51 JOHN F. KENNEDY PARKWAY  
SHORT HILLS, NJ 07078  
OFCCP CASE NO. R00184659

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated KPMG LLP's facility located at 51 John F. Kennedy Parkway, Short Hills, NJ 07078 (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 specific violations found and the corrective actions required in a Notice of Violation issued on September 30, 2015. 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, including those specified in this Agreement.

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") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) calendar days after KPMG submits the final progress report required in Part IV (C), 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**

#### **1. ALLEGED 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)(1). OFCCP's analysis of KPMG's hiring process and selection procedures revealed that during the review period of October 1, 2011 through March 31, 2013, KPMG allegedly failed to afford equal employment opportunity to Asians who applied and met the basic qualifications.
- B. OFCCP alleges that based on its analysis of the applicant and hiring data, KPMG's selection process had an adverse impact on the hiring of Asian applicants for Associate Audit positions. Specifically, for the Associate Audit position, OFCCP found that during a period of hiring within the review period there was a statistically significant disparity in the hiring of Asians for the Associate Audit position based on race/ethnicity.

OFCCP alleges that KPMG failed to provide a business necessity or job related reason that explains the non-selection of these applicants. Accordingly, OFCCP alleges that KPMG discriminated against 60 qualified Asian applicants not hired into Associate Audit positions because of their 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 60 Asian applicants listed in Attachment A ("Class Members") of the terms of this Agreement by mailing by certified mail (return-receipt requested) and by U.S. mail, 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 undeliverable, 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) and U.S. Mail a second Notice, Interest Form, Release of Claims and postage paid return envelope to all individuals for whom updated addresses were obtained within fifteen (15) 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 160 calendar days of the Effective Date of the Agreement (“Eligible Class Members”) will receive a share of the monetary settlement under this Agreement. If an individual receives, but does not return the Interest Form and Release to KPMG within 160 calendar days from the Effective Date, he/she will no longer be entitled to a payment under this Agreement.

Within 190 calendar days after the Effective Date, 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.

At the end of this process, an agreed-to final approved list of Eligible Class Members will be provided in writing by OFCCP to KPMG.

3) Monetary Settlement. KPMG agrees to distribute \$374,127.60 in back pay and \$45,872.40 in interest, less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the 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 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 fifteen (15) 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) at (b) (6), (b) (7)(C) and Compliance Officer (b) (6), (b) (7) at (b) (6), (b) (7)(C). OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address, KPMG will

re-mail the check within fifteen (15) 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. With respect to any uncashed funds, KPMG will have sixty (60) calendar days to deposit the monies with the State of New Jersey, Department of the Treasury, Unclaimed Property Administration or with the equivalent state agencies of the last known addresses for the Eligible Class Members.

- 4) Employment. KPMG has already hired one (1) Class Member. As Associate Audit positions become available, KPMG will consider qualified Eligible Class Members not currently employed by KPMG who express an interest in employment with KPMG until six (6) Eligible Class Members are hired as Associate Audit or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Until that time, these Eligible Class Members will have priority over all other candidates for hire into the Associate Audit position. KPMG must initiate its hiring of Eligible Class Members within 180 calendar days of the Effective Date of this Agreement or after the response deadline set out in the Interest Form and must complete its hiring obligations under this section within two years of the Effective Date of this Agreement. If KPMG is not able to hire 6 Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within two years, OFCCP may extend the term of this Agreement for up to 12 months or until KPMG satisfies its hiring requirement(s), whichever occurs first.

The criteria for selecting or rejecting any Eligible Class Member will be the same as those used by KPMG during the review period. Eligible Class Members hired will be allowed at least two weeks to report for work after receiving a written job offer from KPMG. The Eligible Class Members hired into Associate Audit positions pursuant to this Agreement must be paid the current annual salary for the Associate Audit position and must be provided with the same benefits as other Associate Audit employees. In addition, if hired, the six (6) Eligible Class Members who applied under (b) (4) will receive retroactive seniority to October 3, 2011 for purposes of job retention (as applicable) and personal time accrual. Eligible Class Members who applied under the (b) (4) (b) (4) if hired, will receive retroactive seniority to August 15, 2012 for 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 will not use any selection procedures, practices, and/or policies which negatively

affect the hiring of Asian applicants for Associate Audit positions at the Short Hills, NJ facility. KPMG agrees to continue and/or to implement the corrective actions detailed below.

1) Associate Audit Hiring Process

(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. § 3.4D, on Asian applicants, unless it properly validates the procedure pursuant to these regulations.

(b) Review of Associate Audit Hiring Process: KPMG will revise, as needed and in writing, the practices, policies and procedures it uses to select applicants for Associate Audit positions (hereinafter "Revised Hiring Process"). Specifically, KPMG will:

(i) Review and revise, as needed, KPMG's selection process for the Associate Audit position, including the criteria used in each step of the hiring process, any application screens, interviews, tests, credit checks, review of criminal history, reference checks, post-offer screenings, or other selection procedure;

(ii) Review and revise, as needed, specific, job-related qualification standards for Associate Audit positions that reflect the duties, functions, and competencies of the position to minimize the potential for unlawful discrimination; and

(iii) Ensure all policies and qualification standards are uniformly applied to all applicants.

(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 of the Effective Date of this Agreement, KPMG must train all individuals involved in any way in Campus recruiting, selecting, or tracking applicants for Associate Audit positions at the Short Hills, NJ facility 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 41 C.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.

- (e) **Monitoring:** KPMG agrees to monitor selection rates at each step of its selection process for Associate Audit positions. If KPMG determines that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants of a particular race or 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 Audit at the Short Hills, NJ facility. This includes the number of persons hired by race and ethnicity, the number of applicants who applied by race and ethnicity, and the number of applicants by race and 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. **RECORDKEEPING**

- (a) During the period October 1, 2011 through March 31, 2013, OFCCP alleges that KPMG failed to preserve all personnel or employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurred later, as required by 41 CFR 60-1.12 and 60-3.
- (b) Specifically, KPMG did not preserve all records of campus interview results, as required by 41 CFR 60-1.12(a) (d), 41 CFR 60-300.80(a) and 41 CFR 60-741.80(a).
- (c) **REMEDY:** KPMG must immediately preserve all personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to all campus interview results for a period of not less than two (2) years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, KPMG must preserve all personnel and employment records beyond the two-year period, if applicable, until OFCCP makes a final disposition in the matter.

## 3. **INTERNAL AUDIT AND REPORTING SYSTEM**

- (a) During the period October 1, 2011 through March 31, 2013, OFCCP alleges that KPMG failed to implement an internal audit and reporting system that accurately measured the effectiveness of its total Affirmative Action Program as required by 41 CFR 60-2.17(d)(1)-(4).

- (b) Specifically, OFCCP alleges that KPMG failed to identify barriers in the selection process that precluded Asian applicants from being offered and/or hired for Associate Audit positions.
- (c) REMEDY: KPMG will ensure its internal audit and reporting system periodically measures accurately the effectiveness of its total Affirmative Action Program as required by 41 CFR 60-2.17(d)(1)-(4).

**Part IV. REPORTS REQUIRED**

KPMG must submit the documents and reports described below to:

Pranita A. Raghavan  
District Director  
OFCCP New Jersey District Office  
Diamond Head Building  
200 Sheffield Street, Suite 102  
Mountainside, NJ 07092

1. Within **thirty (30) calendar days** of the Effective Date of this Agreement, KPMG must submit a copy of the Audit Associate written Revised Hiring Process described in Part III (1)(D)(1).
2. Within **ninety (90) calendar days** of the Effective Date of this Agreement, KPMG must submit documentation that all Short Hills managers, supervisors and other personnel involved in Campus recruiting, selecting, or tracking applicants for Associate Audit positions at the Short Hills, NJ facility have been trained on the Hiring Process. The documentation must include the dates of the training, the names and job titles of all attendees, and an outline of the topics discussed in the web-based training.
3. Within the prescribed timeframes, KPMG must submit all documents and information referenced in Part III (1)(C), including:
  - (a) Within **ninety (90) calendar days** of the Effective Date of this Agreement, KPMG must submit:
    - Documentation of the mailing of the “Notice,” “Interest Form” and “Release” 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 **one-hundred and fifty (150) calendar days** of the Effective Date of this Agreement, KPMG must submit documentation of the mailing of the Notice, Interest Form and Release to Class Members for whom OFCCP has located updated addresses.
  - (c) Within **one-hundred and ninety (190) calendar days** from the Effective Date of this Agreement, KPMG must submit a final list of Class Members who shall be entitled to monetary benefits provided for in this Agreement.
  - (d) Within **two-hundred and fifty (250) calendar days** from the Effective Date of this Agreement, KPMG must submit notification to OFCCP of undeliverable/returned checks to KPMG.
  - (e) 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 (1) (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 Audit 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.
    - 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 that the Eligible Class Member 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 sections III (1) (C) and III (1) (D) (2) and III (1) (D) (3).

KPMG must submit two additional progress reports, Reports 8 and 9. Report 8 is due September 30, 2018, and will cover the period beginning August 1, 2017 to July 31, 2018. Report 9, the final report, is due September 30, 2019, and will cover the period beginning August 1, 2018 to July 31, 2019.

Reports 8 and 9 shall contain the following:

Documentation of specific hiring activity for Eligible Class Members who were hired into Associate Audit 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.

1. 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 that the Eligible Class Member declined a job offer, did not meet the basic qualifications, withdrew, required visa sponsorship, etc.).
2. The total number of applicants and hires and the breakdown by race and ethnic group of applicants and hires for Associate Audit positions during the reporting period.
3. For Associate Audit positions, 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).
4. 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 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:

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

KPMG LLP  
3 Chestnut Ridge Road  
Montvale, NJ 07645

Office of General Counsel  
KPMG LLP  
560 Lexington Avenue  
New York, NY 10022

**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

Date: 5/1/17

(6), (7)(C), (7)(E)

Diana Sen  
Regional Director  
OFCCP – Northeast Region

Date: 6/7/17

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

Pranita A. Raghavan  
District Director  
New Jersey District Office  
OFCCP – Northeast Region

Date: 5/4/17

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

Toxi Roane  
Assistant District Director  
New Jersey District Office  
OFCCP – Northeast Region

Date: 5/4/17

(b) (7)(E)

Compliance Officer  
New Jersey District Office  
OFCCP – Northeast Region

Date: 5/4/17

(b) (7)(E)

Compliance Officer  
New Jersey District Office  
OFCCP – Northeast Region

Date: 5/4/17

**ATTACHMENT A**  
**LIST OF CLASS MEMBERS**

**Applicants:**

	<b>Last Name</b>	<b>First Name</b>		<b>Last Name</b>	<b>First Name</b>
1	(b) (6), (b) (7)(C)			30	(b) (6), (b) (7)(C)
2				31	
3				32	
4				33	
5				34	
6				35	
7				36	
8				37	
9				38	
10 *				39	
11 *				40	
12				41	
13				42	
14				43	
15 *				44	
16				45	
17				46	
18				47	
19				48	
20 *				49	
21				50	
22				51	
23				52	
24 *				53	
25 *				54	
26				55	
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29				58	
				59	
				60	

KPMG LLP, Short Hills, NJ  
Conciliation Agreement  
(R00184659)

## ATTACHMENT B

### NOTICE TO AFFECTED CLASS

Dear [NAME]:

We are writing to you with regard to your application for employment with KPMG LLP ("KPMG") in Short Hills, New Jersey. Your application was submitted during the period of October 1, 2011 through March 31, 2013 for an Associate Audit 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. KPMG firmly believes its hiring process and decisions comply with the law. Nevertheless, 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 \$7,000.00 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 [160 Days from Effective Date] for you to be entitled to participate in this settlement:

Attn: (b) (6), (b) (7)(C)  
Title: 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 Audit positions in its Short Hills, NJ office to a limited number of qualified individuals receiving this notification for a start-date in the Fall 2017 or Fall 2018. Enclosed is a job description for the entry-level Associate Audit position. It is not certain that you will receive a job offer. If you are still interested in an entry-level Associate Audit position in Short Hills, NJ with KPMG for the fall of 2017 or 2018, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. All individuals hired pursuant to this Agreement will be provided with retroactive seniority for purposes of job retention (if applicable) and personal time accrual to either October 3, 2011 or August 15, 2012 based on their date of application. 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.

KPMG LLP, Short Hills, NJ  
Conciliation Agreement  
(R00184659)

If you have any questions, you may call (b) (6), (b) (7)(C) at KPMG at (b) (6), (b) (7)(C) or OFCCP Compliance Officers (b) (7)(E) and (b) (7)(E) at (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,

(NAME)

Enclosure: Information Verification and Employment Interest Form  
Release of Claims Under Executive Order 11246  
Entry-level Associate Audit Job Description

ATTACHMENT C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

**You must complete this 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 Nos.: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

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

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

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

Caucasian [ ] African American [ ] Hispanic [ ] Asian [ ] Two or More Races [ ]

Native Hawaiian or Other Pacific Islander [ ] American Indian or Alaska Native [ ]

Please indicate below whether you are currently interested in employment in an Associate Audit position with KPMG for the fall of 2017 or 2018. 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 Audit in Short Hills, NJ for the fall of 2017 or 2018.

[ ] No, I am not currently interested in employment with KPMG as an entry-level Associate Audit in Short Hills, NJ for the fall of 2017 or 2018.

**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: (b) (6), (b) (7)(C)  
Title: 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 Audit 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 \$7,000.00 (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 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 Associate Audit from October 1, 2011 to March 31, 2013.

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 August 13, 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.

KPMG LLP, Short Hills, NJ  
Conciliation Agreement  
(R00184659)

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

\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature