

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Trident Seafoods Corporation – Seattle, WA

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Trident Seafoods Corporation (hereafter Trident) establishment located at 5305 Shilshole Avenue NW, Seattle, WA 98107-4021, beginning on June 24, 2019. OFCCP found that Trident failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and its respective implementing regulations at 41 CFR Chapter 60.

OFCCP notified Trident of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on November 5, 2021.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and Trident enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for Trident's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246; Section 503 of the Rehabilitation Act of 1973 (Section 503), as amended or the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Trident violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Trident's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Trident will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Trident of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Trident agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Trident submits its final progress report required in Section IV, below, unless OFCCP notifies Trident in writing before the expiration date that Trident has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Trident has met all of its obligations under the Agreement.
10. If Trident violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 will govern:
    - i. OFCCP will send Trident a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. The Trident shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - iii. If Trident 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.
    - iv. In the event of a breach of this Agreement by the Trident, OFCCP may elect if to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms in the Agreement.

- b. Trident may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.
11. Trident does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by 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.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. 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.
16. 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.

### **III. Technical Violations and Remedies**

1. **VIOLATION:** During the period March 1, 2018 through February 28, 2019, Trident failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist in accordance with the requirements of 41 CFR 60-2.17(b). Specifically, Trident failed to conduct an adverse impact study for non-competitive promotions or separations in order to determine if there are any selection disparities for promotions and separations.

**REMEDY:** Trident will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists and identify their problem areas (if any exist), as required by 41 CFR 60-2.17(b). Trident Seafoods Corporation will conduct adverse impact studies for non-competitive promotions or separations and identify their problem areas by job group (if any).

2. **VIOLATION:** During the period March 1, 2018 through February 28, 2019, Trident failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c).

**REMEDY:** Trident will develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and will work to attain established goals and objectives, as required by 41 CFR 60-2.17(c). Trident will ensure that the action-oriented programs consist of more than following the same procedures which have previously produced inadequate results. Trident will demonstrate that it has made good faith efforts to identify and remove barriers, expand employment opportunities, and produce measurable results.

3. **VIOLATION:** During the period March 1, 2018 through February 28, 2019, Trident failed to maintain and have available for inspection records or other information that discloses the impact its tests and other selection procedures had on employment opportunities of persons by identifiable race, sex, or ethnic group, in violation of 41 CFR 60-3.4.

**REMEDY:** Trident will collect, maintain, and have available for inspection records or other information that discloses the impact its tests and other selection procedures has on employment opportunities of persons by identifiable race, or ethnic group. When the total selection process for a job has an adverse impact, the individual components of the selection process should be evaluated for adverse impact.

## **I. OFCCP Monitoring Period**

1. **Recordkeeping.** Trident agrees to retain all records relevant to the violation(s) cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Trident will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Trident Reports.**

Trident agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

Progress Report: Due on June 1, 2023 covering the period of April 1, 2022 through March 31, 2023.

1. Pursuant to Remedy 1 and 3:
  - a. For each job or job group during the reporting period, Trident will provide OFCCP with information about the total number of applicants, hires, promotions, promotion pool, terminations, and termination pool and information (where available) about employees' and applications' gender and ethnic group;

- b. Trident will provide OFCCP with the results of an analysis as to whether the total selection process (hires, promotions, and terminations) has adverse impact/problem areas, as defined in 41 CFR 60-2.17(b);
- c. For each case where the total selection process has adverse impact, as defined by 41 CFR 60-3.4D, Trident will provide OFCCP the results of Trident's evaluation of the individual components of the selection process for adverse impact; and
- d. To the extent that any adverse impact exists with regard to Trident's selection process, Trident will describe to OFCCP the action(s) taken by Trident upon determining that any component of the selection process has an adverse impact.

2. Pursuant to Remedy 2:

Trident will provide OFCCP with the results of the complete analysis of all job groups where Trident identified problem areas (if any) pursuant to 41 CFR 60 – 2.17(b) based on the findings (if any) of the adverse impact studies and development and execution of action oriented programs (if any) as may be required by 41 CFR 60 – 2.17(c). Include all assessments and reports on the effectiveness of those programs.

Trident will submit the report to Quanda Evans, Assistant District Director, 300 Fifth Avenue, Suite 1100, Seattle, WA 98104, (b) (7)(C), (b) (6)@dol.gov. Trident and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Trident provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Trident believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Trident will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Trident of the FOIA request and provide Trident an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Trident's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Trident in writing within sixty (60) days of the date of the final progress report that Trident has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Trident within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Trident has met all of its obligations under the Agreement.

**IV. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Trident Seafoods Corporation, Seattle, WA 98107.

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

**Joe Bundrant**  
CEO  
Trident Seafoods Corporation Seattle  
Seattle, WA

DATE: 3/22/2022

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

**Leigh D. Jones**  
District Director  
Seattle District Office  
Office of Federal Contract  
Compliance Programs  
Pacific Region

DATE: \_\_\_\_\_

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

**Quanda Evans**  
Assistant District Director  
Seattle District Office  
Office of Federal Contract  
Compliance Programs  
Pacific Region

DATE: 3/23/2022