

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Benchmade Knife Co., Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Benchmade Knife Co., Inc. (Benchmade) establishment located at 300 Beaver Creek Road, Oregon City, OR 97045, beginning on April 7, 2023. OFCCP found that Benchmade failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), 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), and their respective implementing regulations at 41 CFR Parts 60-1, 60-300 and 60-741.

OFCCP notified Benchmade of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on March 8, 2024.

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 Benchmade 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 Benchmade's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Benchmade 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 Benchmade'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. Benchmade 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 Benchmade 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. Benchmade 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 Benchmade submits its final progress report required in Section IV, below, unless OFCCP notifies Benchmade in writing before the expiration date that Benchmade 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 Benchmade has met all of its obligations under the Agreement.
10. If Benchmade violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Benchmade a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Benchmade 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 Benchmade 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 Benchmade, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms in the Agreement.

- b. Benchmade may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
11. Benchmade 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 April 7, 2021 through December 31, 2022, Benchmade failed to maintain and/or have available records showing the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c). Specifically, Benchmade used an application system that did not capture the race, gender or ethnicity of applicants.

REMEDY: Benchmade must maintain and/or have available records showing the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

2. **VIOLATION:** During the period of January 01, 2022, through December 31, 2022, Benchmade failed to invite applicants for employment to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR 60-300.42(b). Specifically, Benchmade failed to provide applicants that applied for positions through its electronic application process, the opportunity to self-identify

as a protected veteran at both the pre-offer and post-offer stages, as required by 41 CFR 60–300.42(a) and 41 CFR 60–300.42(b).

REMEDY: Benchmade shall invite applicants for employment to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60–300.42. More specifically, Benchmade shall invite applicants, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Benchmade shall invite applicants, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. Benchmade may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60–300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR 60–300.42(c). Benchmade must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60–300.42(e).

3. **VIOLATION:** January 01, 2022, through December 31, 2022, Benchmade failed to invite its applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form, in violation of 41 CFR 60-741.42. Specifically, Benchmade failed to provide applicants that applied for positions through its electronic application process, the opportunity to self-identify as an individual with a disability using the OMB-approved form at both the pre-offer and post-offer stages, as required by 41 CFR 60–741.42(a) and 41 CFR 60–741.42(b).

REMEDY: Benchmade shall invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60–741.42. All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, Benchmade shall invite each of its applicants, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60–741.2(g)(1)(i) or (ii). Benchmade shall also invite each of its applicants, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Benchmade agrees to retain all records relevant to the violations 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. Benchmade will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Benchmark Reports.**

Benchmark 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 1: Due on October 30, 2024, covering the period of April 1, 2024, through September 30, 2024:

Progress Report 2: Due on April 30, 2025, covering the period of October 1, 2024, through March 30, 2025:

1. Documentation that Benchmark maintained and has available, records showing the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c). This shall include an electronic Excel applicant flow log for the covered period (6 months) for all open positions at the establishment, with data fields for:
 - a. Name or Applicant ID
 - b. Race
 - c. Gender
 - d. Veteran status
 - e. Disability status
 - f. Date of application
 - g. Requisition number (if applicable)
 - h. Job title applied for
 - i. Job group applied for
 - j. Disposition, including if hired (provide a key if disposition codes are used)
2. Documentation that Benchmark maintained and has available, records showing that it invited all applicants for employment to inform Benchmark whether the applicant believes that he or she is a veteran protected by VEVRAA, at both the pre-offer and post-offer stages, as required by 41 CFR 60-300.42(a) and (b). This shall include an example of Benchmark's invitation to applicants for employment offering them an opportunity to self-identify as a veteran protected by VEVRAA; a description of how Benchmark invites applicants for employment to inform it that he or she is a veteran protected by VEVRAA; and a summary count showing the total number of invitations offered to applicants and the number of responses received from applicants during the covered period (regardless of whether or not the applicant self-identified as a protected veteran).
3. Documentation that Benchmark maintained and has available, records showing that it invited all applicants for employment to voluntarily self-identify as an individual with a disability, at both the pre-offer and post-offer stages, in accordance with 41 CFR 60-741.42(a) and (b). Benchmark must demonstrate that it did so by using the OMB-approved form (CC-305) available on the

OFCCP website. The documentation must also include an example of Benchmade's invitation to applicants for employment offering them an opportunity to self-identify as an individual with a disability under Section 503; a description of how Benchmade invites applicants for employment to inform it that he or she is an individual with a disability; and a summary count showing the total number of invitations offered to applicants and the number of responses received from applicants during the covered period (regardless of whether or not the applicant self-identified as an individual with a disability).

Benchmade will submit all progress reports above to Assistant District Director, Quanda Evans, at 909 First Avenue, Suite 201, Seattle, WA 98104, and at (b) (6), (b) (7)(C)@dol.gov. Benchmade 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 Benchmade provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Benchmade believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Benchmade will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Benchmade of the FOIA request and provide Benchmade 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 Benchmade's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Benchmade in writing within sixty (60) days of the date of the final progress report that Benchmade 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 Benchmade within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Benchmade has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and the Benchmade Knife Co., Inc., establishment located at 300 Beaver Creek Road, Oregon City, OR 97045.

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

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

Jonathan DeAsis
President/CEO
Benchmade Knife Co., Inc.
300 Beaver Creek Road
Oregon City, OR 97045

Leigh Jones
District Director
Office of Federal Contract
Compliance Programs (OFCCP)
Seattle and Portland Offices

DATE: 4/4/24

DATE: 04/10/2024

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

Quanda Evans
Assistant District Director
Office of Federal Contract
Compliance Programs (OFCCP)
Seattle District Office

DATE: 4/10/2024