

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Bentley Mills Inc.  
R00309470

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Bentley Mills Inc. (Contractor) establishment located at 14641 E. Don Julian Rd., City of Industry, CA 91746, beginning on March 31, 2023. OFCCP found that Contractor failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503) and 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 Chapter 60.

OFCCP notified Contractor of the specific violations and corrective actions required in a Notice of Violation (NOV) issued on January 19, 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 Contractor enter into this Conciliation Agreement and its attachments, and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for Contractor's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under 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 Contractor 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 Contractor'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. Contractor 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 Contractor of its obligation to fully comply with the requirements of Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Contractor 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 Assistant District Director Germaine Ling (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 Contractor submits its final progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
10. If Contractor violates this Agreement:
  - a. The procedures at 41 CFR 60-300.63, and 41 CFR 60-741.63 will govern:
    - i. OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Contractor 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 Contractor 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 Contractor, 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. Contractor may be subject to the sanctions set forth in 41 CFR 60-1.27, 41 CFR 60-741.66, or 41 CFR 60-300.66, and other appropriate relief for violating this Agreement.
11. Contractor does not admit any violation of the Executive Order 11246, 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 January 1, 2022 through December 31, 2022, Contractor failed to ensure that its personnel processes provided for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who were known protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available; failed to ensure that when a protected veteran was considered for employment opportunities, that it relied only on that portion of the individual's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue; failed to ensure that its personnel processes did not stereotype protected veterans in a manner which limits their access to all jobs for which they are qualified; failed to periodically review its personnel processes and make any necessary modifications to ensure that the obligations were carried out; and failed to include a description of the review and any necessary modifications to personnel processes or development of new processes in its AAP, as required by 41 CFR 60-300.44(b).

**REMEDY:** Contractor agrees to ensure that its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known protected veterans for job vacancies filled either by hiring or

promotion, and for all training opportunities offered or available; ensure that when a protected veteran is considered for employment opportunities, that it relies only on the portion of the individual's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue; ensure that its personnel processes do not stereotype protected veterans in a manner which limits their access to all jobs for which they are qualified; periodically review its personnel processes and make any necessary modifications to ensure that the obligations were carried out; and include a description of the review and any necessary modifications to personnel processes or development of new processes in its AAP, as required by 41 CFR 60-300.44(b).

2. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Contractor failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3).

**REMEDY:** Contractor agrees to annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If Contractor concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

3. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Contractor failed to ensure that its personnel processes provided for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available; failed to ensure that its personnel processes did not stereotype individuals with disabilities in a manner which limits their access to all jobs for which they are qualified; failed to ensure that applicants and employees with disabilities had equal access to its personnel processes, including those implemented through information and communication technologies failed to provide necessary reasonable accommodation to ensure applicants and employees with disabilities receive equal opportunity in the operation of personnel processes; failed to periodically review its personnel processes and make any necessary modifications to ensure that these obligations were carried out; and failed to include a description of the review and any necessary modifications to personnel processes or development of new processes in its AAP, as required by 41 CFR 60-741.44(b).

**REMEDY:** Contractor agrees to ensure that its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available; ensure that its personnel processes do not stereotype individuals with disabilities in a manner which limits their access to all jobs for which they are qualified; ensure that applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communication technologies failed to provide necessary reasonable accommodation to ensure applicants and employees with disabilities receive equal opportunity in the operation of personnel processes; periodically review its personnel

processes and make any necessary modifications to ensure that these obligations are carried out; and include a description of the review and any necessary modifications to personnel processes or development of new processes in its AAP.

4. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Contractor failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities as required by 41 CFR 60-741.44(f)(3).

**REMEDY:** Contractor agrees to annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). If Contractor concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** Contractor 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. Contractor must retain, implement, and maintain an acceptable written affirmative action program and supporting data for Executive Order 11246, Section 503, and VEVRAA. 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. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

Contractor 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 January 31, 2025, covering the period of January 1, 2024 through December 31, 2024.

- a. Documentation of the assessment and results of the most recent review of personnel processes as described in 41 CFR 60-300.44(b) and 41 CFR 60-741.44(b).
- b. Documentation of the assessment and results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified protected veterans and qualified individuals with disabilities as described in 41 CFR 60-300.44(f)(3) and 41 CFR 60-741.44(f)(3).

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

## V. SIGNATURES

The person signing this Agreement on behalf of Contractor personally warrants that they are fully authorized to do so, that Contractor has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Contractor.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Bentley Mills Inc., 14641 E. Don Julian Rd., City of Industry, CA 91746.

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

Jay Brown  
President  
Bentley Mills Inc.  
14641 E. Don Julian Rd.  
City Of Industry, CA 91746

DATE: 4/19/2024

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

Germaine Ling  
Assistant District Director