CONCILIATION AGREEMENT

BETWEEN
THE U. S. DEPARTMENT OF
LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
GENLYTE THOMAS GROUP, LLC
631 AIRPORT RD.
FALL RIVER, MA 02720
OFCCP CASE NO. R00181618

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") commenced a compliance evaluation of the Genlyte Thomas Group, LLC's ("Genlyte") establishment located at 631 Airport Road, Fall River, MA on April 4, 2013 and found that Genlyte 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, 60-2, and 60-3. OFCCP notified Genlyte of the initial violations found and the corrective actions required in a Notice of Violations 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 Genlyte enter this Conciliation Agreement ("Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Genlyte' 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 violations described in Part III if Genlyte violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.

2. Genlyte agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports as set forth herein at part IV, inspect the premises, interview witnesses, and examine and copy documents. Genlyte will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all such reports and documents requested.

3. Genlyte understands that nothing in this Agreement relieves Genlyte 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. Genlyte will 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 Agreement 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) days after Genlyte submits the final report required in Part IV-1.D, below, unless OFCCP notifies Genlyte in writing prior to the expiration date that Genlyte has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines Genlyte has met all of its obligations under the agreement.

10. If Genlyte violates this Agreement,

A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:

1) If OFCCP believes that Genlyte violated any term of the Agreement while it was in effect, OFCCP will send Genlyte a written notice stating the alleged violations and summarizing any supporting evidence.

2) Genlyte will have 30 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 Genlyte 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. Genlyte 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 Genlyte of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Genlyte violated any laws.

12. 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 Federal holiday, that deadline will be extended to the next business day.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. COMPENSATION DISCRIMINATION

A. OFCCP determined that from December 31, 2012 to December 31, 2013, Genlyte discriminated against females employed in Sr. Project Manager, Project Manager, Quotations Manager, Sr. Quotations Analyst, and Quotations Analyst positions in Job Group 23 (collectively "JG 23") by paying them less than comparable males employed in the same positions in the same job group in violation of 41 CFR 60-1.4(a)(1).

B. OFCCP performed a regression analysis, based on information gathered during the compliance review, which shows that from December 31, 2012 to December 31, 2013, Genlyte has paid females less per year than males within the job titles noted in A. above. OFCCP's analysis determined that a statistically significant disparity in compensation remained even when legitimate factors affecting pay were taken into account.

C. OFCCP also determined that from December 31, 2012 to December 31, 2013 Genlyte provided lower compensation to (b) (7) (E) females than similarly situated males employed in the following positions in Job Group 41: Region 2, Sr. Sales Representative job title; and Region 3 Sales Representative job title (collectively, "JG 41"). An analysis of the alleged relevant factors identified by Genlyte did not explain the compensation disparities. Additionally, OFCCP found that in at least one instance the rationale provided by Genlyte for an individual's salary contradicted information previously provided.

Accordingly, OFCCP finds that Genlyte discriminated in compensation by paying these (b) (7)(E) females less than similarly situated male counterparts in violation of 41 CFR 60-1.4(a)(1).

D. NOTICE TO CLASS MEMBERS

1. For purposes of this Agreement only, the affected class members ("Class Members") are 51 females who were employed full-time at Genlyte's facility located in the Fall River facility in the JG 23 Positions and the JG 41 Positions. The Class Members are identified on Attachment A to this Agreement.

2. Within thirty (30) days of the Effective Date, Genlyte must notify the Class Members of the terms of this Agreement by mailing a first class, certified, return-receipt requested letter to each Class Member. The mailing must include the: Notice to Affected Class (Attachment B, "Notice"), Information Verification Form (Attachment C, "Verification Form"), Release of Claims under Executive Order 11246 (Attachment D, "Release") and a postage paid, self-addressed return envelope. Each Class Member (or his/her legal representative in the event that he/she is deceased) shall be given thirty (30) days from the postmark date of the Notice to respond by returning the completed Verification Form and Release to Genlyte. Any response postmarked by the thirtieth day following the postmark date of the Notice shall be considered to have been submitted within the 30-day period.

3. Within twenty (20) days of its receipt of the last completed Verification Form and Release submitted within the 30-day period, Genlyte shall provide OFCCP with the following:

   a. Via overnight mail and/or email, copies of all completed Verification Forms and Releases returned to Genlyte within the 30-day period and the envelopes bearing a postmark date;

   b. Via overnight mail and/or email, copies of any completed Verification Forms and Releases returned to Genlyte after expiration of the 30-day period and the envelopes bearing a postmark date; and

   c. Via overnight mail and/or email, a list of any Class Members who did not respond at all to the Notice or whose Verification Forms and Releases were returned to Genlyte as undeliverable, as well as evidence showing the documents were returned as undeliverable, and the Class Members' last known addresses and other last known contact information.

4. Upon receipt of the list of any Class Members who did not respond at all to the Notice or whose Verification Form and Release was returned to Genlyte as undeliverable, OFCCP shall attempt to verify the current addresses of the Class Members identified on the list. Within fifteen (15) days of its receipt of such list,

OFCCP shall provide Genlyte, via email, a list of those Class Members identified on Genlyte' s list for whom OFCCP was able to verify current addresses.

5. Within twenty (20) days of receiving OFCCP's list, Genlyte shall mail to each Class Member for whom OFCCP was able to verify a current address, copies of the Notice and Verification Form and Release, postage prepaid, address correction requested ("Second Mailing"). Each such Class Member (or his/her legal representative in the event that he/she is deceased) shall be given thirty (30) days from the postmark date of the second Notice to respond by returning the completed Verification Form and Release to Genlyte. Any response postmarked by the thirtieth day following the postmark date of the Notice shall be considered to have been submitted within the 30-day period.

6. Upon receipt of the last completed Verification Form and Release submitted within the 30-day period in response to the Second Mailing, Genlyte shall compile a list of all Class Members who have submitted completed Verification Forms and Releases in accordance with the instructions in the Notice and within the 30-day period in response to either the initial mailing or the Second Mailing. Said list shall constitute the "Final List." Genlyte may choose to include on the Final List any Class Member who returned a completed Verification Form and Release after the 30-day period expired, but it is under no obligation to do so.

7. Within fifteen (15) days of its receipt of the last completed Verification Form and Release submitted within the 30-day period in response to the Second Mailing, Genlyte shall submit to OFCCP, via overnight mail and/or email, the Final List and copies of all completed Verification Forms and Releases not previously submitted to OFCCP.

8. If OFCCP believes any Class member should be included on the Final List but is not, it shall notify Genlyte in writing, via email, and identify such Class Members within fifteen (15) days of its receipt of the Final List. In such written notification, OFCCP shall provide Genlyte the reasons why it believes any Class Member should be included on the Final List. The parties will make every effort and negotiate in good faith to resolve any dispute between them about inclusion or exclusion of any Class Member on the Final List. Any Class Members whom the parties agree will be added to the Final List pursuant to this paragraph will be added no later than thirty-five (35) days after OFCCP's receipt of the Final List.

9. The individuals on the Final List, including any amendments made to the Final List pursuant to Paragraph 8 above ("Eligible Class Members") shall be entitled to a monetary recovery.

10. Class Members who decline to sign the Verification Form and Release or who do not respond to the Notice at all shall not be entitled to any relief described herein. Class Members who complete the Verification Form and Release but return them to Genlyte after the 30-day period has expired shall not be entitled to

any relief described herein unless Genlyte chooses to include their names on the Final List pursuant to Paragraph D. 6 of this Agreement or if the parties agree to include their names on the Final List pursuant to Paragraph D. 8 of this Agreement.

E. SETTLEMENT

1. In settlement of all claims for back pay and interest, to the affected class, Genlyte agrees to pay to the Eligible Class Members the amount of $275,000 which includes back pay totaling $255,715, as well as interest totaling $19,285.

2. Within fifteen (15) days after the Effective Date, Genlyte will deposit a total of $275,000 in a separate Company ledger account. Genlyte will notify the OFCCP no later than ten (10) days after this action is complete and will provide appropriate documentation to the OFCCP showing the date and amount of the deposit. In addition, upon written request, Genlyte will provide the OFCCP, within twenty (20) days of receiving such a request, with copies of records showing the current balance of the account, and the list of transactions.

3. Within fifteen (15) days of OFCCP's receipt of the Final List of Eligible Class Members, OFCCP will calculate the total amount owed each Class Member to include backpay, and interest on such backpay, and send such list and amounts to Genlyte. Within fifteen (15) days of receiving same, Genlyte will take the following actions:

    a. pay each Eligible Class Member who is employed by Genlyte at that time the amounts determined by the OFCCP in the manner in which the Eligible Class Member is normally paid her regular salary (e.g., direct deposit, check), subject to all lawful deductions as set forth in paragraph 4 below; and

    b. mail a check to all other Eligible Class Members in the respective amounts, subject to all lawful deductions as set forth in paragraph 4 below.

4. Genlyte shall make all legal deductions required by law (e.g., federal, state and/or local taxes and FICA) and shall pay to the Internal Revenue Service the employer's share of Social Security withholding attributable to each Eligible Class Member's designated as back pay. At such time as Genlyte provides its employees with Form W-2s, Genlyte shall also mail a Form W-2 to each Eligible Class Member who is not employed by Genlyte. For any portion designated as interest, Genlyte will not make any deductions and will issue a Form 1099 at the same time it issues the Form W-2.

5. Within forty-five (45) days of making the payments as set forth in paragraphs 3 and 4 above, Genlyte shall provide OFCCP with:

a. Payroll stubs or the equivalent verifying that it has paid Eligible Class Members who are employed by Genlyte, pursuant to paragraph 3(a) above;

b. copies of all cancelled checks from Eligible Class Members who were mailed checks pursuant to paragraph 3(b) above that have been received by Genlyte as of such time; and

c. Genlyte will provide OFCCP with all other cancelled checks and all checks returned as undeliverable at the end of each subsequent thirty-day period during which any such cancelled and/or returned checks are received, up to 180 days after the date of mailing checks to Eligible Class Members as set forth in paragraph 3.

6. OFCCP will have thirty (30) days from receipt of any checks returned as undeliverable to an Eligible Class Member to locate the specific Eligible Class Member and to inform Genlyte of a corrected address so that the check may be re-mailed. Genlyte will re-mail the check by certified mail within twenty (20) days of receiving from OFCCP the corrected address.

7. Any check sent to an Eligible Class Member which remains uncashed 180 days after either the date on which the check was initially mailed to the Eligible Class Member, or the date on which the check was mailed to the Eligible Class Member for the second time pursuant to the process described in paragraph 6 above, or which is returned as undeliverable after the process described in paragraph 6 above has been completed, whichever is later, shall be void. Further:

   a. Any amount of money remaining in the account due to any such uncashed or undeliverable checks ("Residual Amount") shall be shared equally among all Eligible Class Members for whom payment was deposited or who cashed checks sent to them pursuant to paragraphs 3 and/or 6 of this Agreement;

   b. Payment of shares of any Residual Amount shall be made in the manner specified in paragraphs 3 and 4; and

   c. Genlyte shall provide written verification of any Residual Amount that is in the account just prior to making the payments described in this paragraph, in the form of a statement or other similar document.

F. RELIEF

1. Equal Employment Opportunities. Genlyte will ensure that all employees are afforded equal employment opportunities. Genlyte agrees to continue or to implement the corrective actions detailed below.

2. Evaluation. For the JG 23 Positions and the JG 41 Positions, Genlyte will conduct a study to evaluate whether since January 2016 starting salaries or

salary increases have had a disproportionately negative effect on the compensation of females.

3. Implement Improved Policies. Genlyte will continue to improve, develop and/or, if necessary, implement policies designed to eliminate all practices that OFCCP determined had an adverse effect on the compensation of females in the JG 23 Positions and the JG 41 Positions at the Fall River, MA facility.

- PERFORMANCE EVALUATIONS AND RATINGS:

  Genlyte will review and update, as necessary, its policy requiring annual (b) (4) evaluations based on standardized criteria. Genlyte will continue to conduct an annual (b) (4) for each employee working in the JG 23 Positions and in the JG 41 Positions. Each employee's direct supervisor will evaluate the employee's performance for the purpose of providing constructive feedback and guidance to the employee, and for documenting, inter alia, the extent to which the employee has achieved his/her job goals and objectives.

  Supervisors are expected to identify specific examples of performance behaviors to support high or low ratings. Genlyte will provide training to supervisors in JG 23 and JG 41 explaining rating levels and how best to document and record employees' performance. Each employee must be provided an electronic or written copy of his/her completed (b) (4) Genlyte must retain an electronic or written copy of each completed (b) (4) for the length of time required by 41 C.F.R. § 60-1.12.

- SETTING STARTING SALARY:
  Genlyte will continue to develop and improve its existing guidelines for determining the starting salaries to be assigned to newly hired employees at the Fall River, facility. Factors included in setting starting salary may include information regarding the employee's certifications, education, previous experience, and the salaries of similarly situated Genlyte peers. Employees' pre-hire salary at his or her former employer should not be the sole factor considered because prior salary can reflect sex-based compensation discrimination.

- TRACKING AND EVALUATION:
  Genlyte will continue to ensure that compensation decisions in JG 23 and JG41 are tracked and evaluated at least annually for compliance with the law.

- DOCUMENT RETENTION:
  Genlyte will review, update as necessary and adhere to its document retention policy to ensure that documents at the Fall River facility are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.

4. Training. Within one hundred twenty (120) days of the Effective Date, Genlyte must train all individuals involved in any way in determining compensation for employees in JG 23 or JG 41 on the policies, procedures, and programs in place under Part III 1. F. 3. of this Agreement.

5. Self-monitoring/ Prospective Salary Adjustment. Within 120 days of the effective date of this agreement, Genlyte will monitor base salary as well as the administration of non-base compensation for employees in JG 23 and JG 41 for any indication of statistically significant disparities based on gender and will investigate and remedy any such inequity that cannot be explained by legitimate factors, through salary adjustments. Genlyte expressly agrees to investigate any complaint or information it receives that may indicate such compensation disparities.

   - Genlyte commits to self-monitor its compensation program for employees in JG 23 and JG 41 on an annual basis.

   - Genlyte will evaluate (1) whether the eligibility criteria for determining non-base compensation are uniformly applied without regard to gender of employees in JG 23 and JG 41 and (2) whether eligible employees receive non-base compensation in nondiscriminatory amounts. Genlyte will conduct a statistical analysis by gender of the pay of employees in JG 23 and in JG 41. Genlyte's analysis will utilize, at a minimum, job title, time in company, time in position, prior experience, education, performance and/or any other factors deemed relevant.

   - If Genlyte finds evidence that the eligibility criteria for determining non-base compensation are not uniformly applied to all employees in such groups, it will create a written guidance document explaining the criteria and procedures for awarding non-base compensation and it will provide related training to all employees who make compensation decisions.

   - If there is a statistically significant difference in the non-base compensation of different gender groups in JG 23 and JG 41 that cannot be explained by legitimate factors, Genlyte agrees to adjust non-base pay to correct any disparities found.

2. FAILURE TO PRESERVE PERSONNEL AND EMPLOYMENT RECORDS

Violation: OFCCP determined that Genlyte failed to preserve personnel and employment records for a period of not less than two years from the date of (a) the making of the record or (b) the personnel action involved, whichever occurs later, and therefore, could not provide the records to OFCCP upon request, in violation of 41 CFR 60-1.12(a-e). Specifically, Genlyte failed to preserve: (i) all documents related to performance reviews, including but not limited to narratives; (ii) applications, resumes, or any other information indicating the

educational background and prior experience for approximately (b) (7) (E) of the individuals employed in Sr. Project Manager, Project Manager, Quotations Manager, Sr. Quotations Analyst, and Quotations Analyst positions in the Job Group 23; and (iii) applications, resumes, or any other information indicating the educational background, certifications, prior experience or dates of promotion for approximately (b) (7) (E) of the individuals employed in the Sales positions identified above in Regions 1, 2 and 3 in Job Group 41. Genlyte was unable to provide the records to OFCCP in response to disparities identified in compensation.

Remedy: Genlyte must immediately begin to collect, maintain and preserve all personnel and employment records relied upon in making its employment decisions in accordance to 41 CFR 60-1.12(a-e) in either electronic or hard copy format, including but not limited to all documents related to performance reviews, as well as documents showing the educational level, certifications and prior experience or dates of promotion for individuals employed in Job Group 23 positions, and for individuals employed in Job Group 41 positions.

Where a compliance evaluation has been initiated by OFCCP, Genlyte will preserve all employment and personnel records beyond the two-year period, if applicable, until OFCCP makes a final disposition in the matter.

3. **FAILURE TO PERFORM AN IN-DEPTH ANALYSIS OF ITS TOTAL EMPLOYMENT PROCESS**

Violation: OFCCP determined that Genlyte violated 41 CFR 60-2.17(b)(3) by failing to perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, Genlyte failed to identify, through in-depth analysis, whether there were gender-based disparities in its compensation systems as applicable to Job Group 23 positions and individuals employed in Job Group 41 positions.

Remedy: Genlyte must perform in-depth analyses of its compensation systems applicable to employees in JG 23 and JG 41 to determine whether and where impediments to equal employment opportunity exist, including analyzing all impediments that result in gender-based compensation disparities.

Genlyte must incorporate these analyses and determinations into the Identification of Problem Areas section of the now-current AAP applicable to such job groups. Genlyte must update these analyses annually and incorporate them into Genlyte's future applicable AAPs.

4. **FAILURE TO DEVELOP AND IMPLEMENT AN INTERNAL AUDIT AND REPORTING SYSTEM**

Violation: OFCCP determined that Genlyte failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, in violation of 41 CFR 60-2.17(d)(1) through (4). Specifically, Genlyte failed to monitor records of all personnel activity, failed to require internal reporting on a scheduled basis, failed to review and report results with all levels of management, and failed to advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

Remedy: Genlyte must develop and implement an internal audit and reporting system for JG 23 and JG 41 that periodically measures the effectiveness of its affirmative action program to ensure equal employment opportunity of such employees in accordance with 41 CFR 60-2.17(d)(1) through (4).

The internal audit and reporting system must include the following for such job groups:

a. Monitoring records of all personnel activity including referrals, applications, placements, transfers, promotions, terminations, and compensation, at all levels to ensure that its nondiscriminatory policy is carried out;

b. Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;

c. Reviewing report results with all levels of management; and

d. Advising top management of program effectiveness and submitting recommendations, including specific steps and concrete strategies, to improve unsatisfactory performance.

PART IV. REPORTS REQUIRED

1. Genlyte must submit, via secure email and secure delivery system such as U.S. Postal Service, UPS or FedEx, the documents and reports described below to:

Mary Ellen Bentivogli
District Director
Office of Federal Contract Compliance Programs (OFCCP)
Buffalo Area Office
300 Pearl Street, Suite 175
Buffalo, NY 14223
Email: Bentivogli.Mary@dol.gov

A. Within sixty (60) days of the Effective Date Genlyte must submit a copy of the policies described in Part III 1. F. 3. of this Agreement.

B. Within one hundred twenty (120) days of the Effective Date, Genlyte must submit copies of any documents showing it has taken the Remedy identified under Part III, 1. F. 2, 3 and 4.

C. Within one hundred eighty (180) days of the Effective Date, Genlyte must submit documentation that all managers, supervisors, and other personnel involved in making compensation decisions for JG 23 Positions and for JG 41 Positions have received training on the policies described in Part III, 1. F. 3. of this Agreement. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training, and the name and job title of each person who conducted the training.

D. Genlyte must submit all documents and information referenced in Parts III and IV of this Agreement within the prescribed timeframes.

E. Genlyte must submit a progress report covering each twelve-month period of this Agreement until September 30, 2018. However, a first progress report will be due seven months after the Effective Date and must cover the six-month period beginning with the Effective Date. Each subsequent report must cover the successive twelve-month period, and must be submitted within 30 days after the close of that twelve-month period. Genlyte will submit the following in each progress report:

   a. Within thirty (30) days of completing the compensation analysis described in Part III, 1.F. 5. of this Agreement, Genlyte will provide OFCCP:
      - The compensation database
      - The statistical analysis, by gender, of employees' pay in Job Groups 23 & 41 identifying any statistically significant differences in pay
      - If statistically significant differences are identified, that can't be explained by legitimate factors, documentation of pay adjustments

   b. Genlyte must provide documentation describing all salary adjustments required by Part III, 1. F. 5. of this Agreement. The documentation must include the amount of each adjustment, the date each adjustment will be/ was made, and the gender of each individual receiving an adjustment.

2. Genlyte agrees to retain all records relevant to the violations cited in Part III above and the reports submitted or created in compliance with this Agreement. 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. Genlyte will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later. If OFCCP determines that it is necessary to inspect the premises, interview witnesses and/or examine and copy documents, Genlyte will be provided at least 24 hours' notice.

PART V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Genlyte Thomas Group, LLC, 631 Airport Rd., Fall River, Massachusetts, 02720.

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

MICHAEL L. MANNING
Head of Lighting Legal Americas, VP
Genlyte Thomas Group, LLC

Date: September 30, 2016

(b) (7)(E)

Compliance Officer
Buffalo Area Office

Date: 9-30-16

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

MARY ELLEN BENTIVOGLI
District Director
Buffalo and Hartford Offices

Date: 9-30-2016

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

LYNN SHEAR
Assistant District Director
Buffalo Area Office

Date: 9-30-16

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

DIANA SEN
Regional Director
OFCCP – Northeast Region

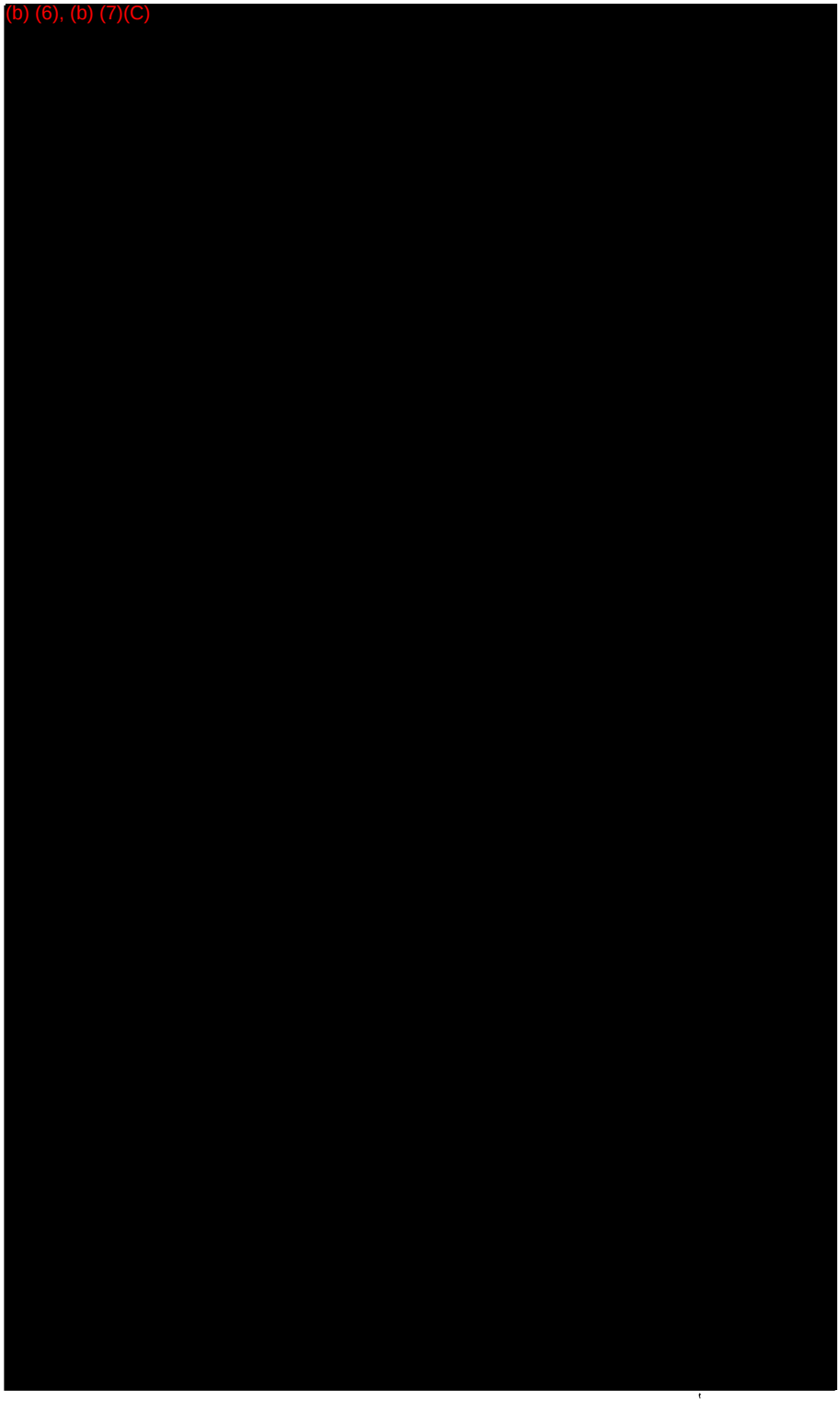
Date: 9-30-2016

ATTACHMENT "A"

LIST OF 51 CLASS MEMBERS

Job Group 23

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



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

Job Group 41:

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

ATTACHMENT "B"

NOTICE TO AFFECTED CLASS

Dear [NAME]:

The Genlyte Thomas Group, LLC (aka Philips Lighting NA Corporation) ("Genlyte") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement (the "Agreement") to remedy the alleged violations of Executive Order 11246 (E.O. 11246), that OFCCP found during a compliance review of Genlyte' s Fall River facility. OFCCP's analysis determined that from December 31, 2012 to December 31, 2013, there was a statistically significant difference between the amount Genlyte paid females in Job Group 23 and Job Group 41 and the amount it paid males with the same job. Genlyte neither admits nor denies any violation of E.O. 11246 and there has not been any adjudicated finding that Genlyte violated any laws. OFCCP and Genlyte entered into this Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked as a Sr. Project Manager, Project Manager, Quotations Manager, Sr. Quotations Analyst, Quotations Analyst, Sales Representative or Sr. Sales Representative. Under this Agreement, you may be eligible to receive a payment of at least [INSERT APPROPRIATE AMOUNT] (less deductions required by law). Under the terms of this Agreement it may take up to six months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form ("Verification Form") and the Release of Claims Under Executive Order 11246 ("Release").

The attached Verification Form and the Release should be mailed in the enclosed postage-paid return envelope as soon as possible; but, in any event, please note your return envelope must be postmarked no later than thirty (30) calendar days after the date the envelope containing this Notice was postmarked.

Note, you may use the enclosed postage-paid return envelope to return the completed and signed Verification Form and Release, or you can use your own envelope and send it to:

Genlyte-Philips Lighting NA Corporation
Legal Department
Second Floor
200 Franklin Square Drive,
Somerset, N.J. 08873

If you have any questions you may call Mason Miller, Senior Counsel, Genlyte, at 732-563-3123, or OFCCP Compliance Officer (b) (7)(E) at (b) (7)(E) Your call will be returned as soon as possible.

Again, if you fail to complete and return the enclosed Verification Form and Release to the Company within 30 calendar days of the date the envelope containing this Notice was postmarked, you will not be eligible to receive a payment.

Sincerely,

Mason Miller
Senior Counsel
Encls: Information Verification Form and Release of Claims Under Executive Order 11246

ATTACHMENT "C"

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement between Genlyte and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Printed Name: _____

Address: _____

_____

_____

Telephone Nos.:

Home: _(____)_____

Cell: __(____)_____

Work: _(____)_____

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

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

Male: _____ ***Female:*** _____

Notify Genlyte at the address below if your address or phone number changes within the next twelve months.

If you fail to complete and return the enclosed documents to the address below within thirty (30) calendar days of the date of the envelope containing this Notice was postmarked, you will not be eligible to receive a payment.

Philips Lighting NA Corporation
Legal Department
Second Floor
200 Franklin Square Drive,
Somerset, N.J. 08873

I, (print name)_____, certify the above is true and correct.

Signature: _____

Date: _____

ATTACHMENT "D"

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for Genlyte paying you money, you agree that you will not file any lawsuit against Genlyte for allegedly violating Executive Order 11246 in its compensation of females employed in Sr. Project Manager, Project Manager, Quotations Manager, Sr. Quotations Analyst, and Quotations Analyst positions in Job Group 23 and for females employed in the Sales Representative (Regions 1 and 3) and Sr. Sales Representative (Region 2) positions in Job Group 41. It also says that Genlyte does not admit it violated Executive Order 11246. 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 [INSERT APPROPRIATE AMOUNT] (less deductions required by law) by Genlyte to me, which I agree is acceptable, I (print name):

_____ agree to the following:

I.

I hereby waive, release and forever discharge Genlyte, 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 compensation as a [POSITION] on the basis of my gender at any time prior to the date of my signature on this Release.

II.

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.

III.

I understand that if I do not sign this Release and return it to Genlyte within thirty (30) calendar days of the date the envelope containing this release was postmarked, I will not be entitled to receive any payment (less deductions required by law) from Genlyte.

IN WITNESS WHEREOF, I have signed this document on this the _____ day of _____, 2016.

Signature: _____