

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

LZB MANUFACTURING, INC.

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the facility of LZB Manufacturing, Inc. ("La-Z-Boy") located at 133 Scanlan Street, Newton, Mississippi 39345 and found that La-Z-Boy 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, 60-3. OFCCP notified La-Z-Boy of the specific violations found and the corrective actions required in a Notice of Violation issued on July 27, 2009. 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 La-Z-Boy enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for La-Z-Boy'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 La-Z-Boy violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review La-Z-Boy's compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. La-Z-Boy will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Nothing in this Agreement relieves La-Z-Boy 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, if applicable and other applicable equal employment laws.

4. La-Z-Boy will not 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, including all attachments (A through D) contains 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. Any modifications or amendments to this Agreement must be in writing, signed by representatives of both OFCCP and La-Z-Boy.
7. If any provision of this Agreement is 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 Southeast 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 60 calendar days after La-Z-Boy submits the final progress report required in Part IV (D), below, unless OFCCP notifies La-Z-Boy in writing before the expiration date that La-Z-Boy has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines La-Z-Boy has met all of its obligations under the Agreement.
10. If La-Z-Boy violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that La-Z-Boy violated any term of the Agreement while it was in effect, OFCCP will send La-Z-Boy a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) La-Z-Boy will have 15 calendar 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 La-Z-Boy 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. La-Z-Boy 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 La-Z-Boy of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that La-Z-Boy violated any laws.
12. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with the creation of this Agreement, will constitute 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 Agreement.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. HIRING DISCRIMINATION

A. STATEMENT OF ALLEGED VIOLATION.

OFCCP finds that La-Z-Boy 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 finds that its analysis of La-Z-Boy's hiring process and selection procedures revealed during the period of July 1, 2005 through June 30, 2006, La-Z-Boy discriminated against female applicants for Upholsterer positions in the Laborer job group. OFCCP found a statistically significant disparity in the hiring of Upholsterers based on gender.

B. OFCCP'S SPECIFIC FINDINGS.

OFCCP's analysis of the applicant and hiring data demonstrates that La-Z-Boy's selection process had an adverse impact on the hiring of female applicants for Upholsterer positions. Of [REDACTED] female applicants, [REDACTED] were hired, whereas of [REDACTED] male applicants, [REDACTED] were hired. This resulted in a hiring shortfall of 28 female applicants and a disparity that was statistically significant at [REDACTED] standard deviations.

C. REMEDY FOR AFFECTED CLASS.

1) Notice. Within 30 calendar days of the Effective Date of this Agreement, La-Z-Boy must notify the 47 female applicants who were not hired ("Class Members"; see Attachment A for the list of names) of the terms of this Agreement. Such notification will be done by mailing by first class mail to each Class Member the following documents: Notice to Class Members (Attachment B, "Notice"); Information Verification & Employment Interest Form (Attachment C, "Interest Form"); the Release of Claims under Executive Order 11246 (Attachment D, "Release"); and a postage paid return envelope. Class members will have 30 calendar days from the postmark date on the envelope containing the Notice, to return the completed "Information Verification & Employment Interest Form" and "Release of Claims under the Executive Order" to La-Z-Boy. La-Z-Boy will notify OFCCP of all letters returned as undeliverable within 60 calendar days of the effective date of this Agreement. OFCCP will then attempt to obtain and provide updated addresses to La-Z-Boy within 30 calendar days of receiving the list from La-Z-Boy. La-Z-Boy will have an additional 60 calendar days from receipt of the list of Class Members located by OFCCP with new addresses to notify the individuals of their status as Class Members (referred to as the "Second Notice") and to determine their interest in employment using Attachments B, C and D, as described above.

2) Eligibility. All Class Members (listed on Attachment A) who sign and return the Release and Interest Form to La-Z-Boy within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form and Release are Eligible Class Members and will receive an equal share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for an entry-level Upholsterer position pursuant to this Agreement provided that the Class Member meets the minimum qualifications, at the time that they apply, and that they successfully complete the selection process. If a Class Member does not return the Release and Interest Form to La-Z-Boy within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form, and Release, she will no longer be entitled to any relief pursuant to this Agreement.

Within 15 calendar days after the response deadline set out in the Second Notice to Class Members, La-Z-Boy will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest Form by the respective deadline). Within 15 calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with La-Z-Boy any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Eligible Class Members who appear on the final list of Eligible Class Members approved by OFCCP are entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with La-Z-Boy.

3) Monetary Settlement. La-Z-Boy agrees to distribute \$90,447.70 (\$83,700.77) in back pay and \$6,746.93 in interest), less deductions required by law on the portion representing 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 those on the final

La-Z-Boy will offer employment to the 2 female Class Members who are still interested in employment. If interested in employment, they will be required to interview in person at La-Z-Boy's establishment at their expense. The 2 Eligible Class Members will be allowed at least 14 calendar days to report for work after receiving a written job offer from La-Z-Boy provided that they pass all required pre-employment screenings, which includes a drug screen. Any new hire who fails to report to work on the start date and the time scheduled, without prior approval by La-Z-Boy, will be treated as having rejected the job offer. All job offers, including job offers made and documentation of reasons for rejection will be available for review by OFCCP. The Eligible Class Members hired into upholsterer positions pursuant to this Agreement must be paid at least \$8.92 per hour or the current starting wage rate for the Upholsterer, whichever is higher, to include benefits. La-Z-Boy must provide the two (2) Class Members with the same training opportunities and opportunity to earn overtime and shift differentials as other entry level production employees and as permitted by contract, if applicable.

D. NON-MONETARY REMEDIES.

As long as La-Z-Boy continues to hold or secure a federal contract for this facility while this agreement is in effect, it will ensure that all applicants are afforded equal employment opportunities. La-Z-Boy agrees it will not use any selection procedures, practices, and/or policies which unlawfully discriminate against female applicants for Upholster positions. La-Z-Boy agrees to continue implementing the corrective actions detailed below.

- 1) Revised Hiring Process. OFCCP recognizes that La-Z-Boy has taken steps since OFFCP's review to address hiring process issues raised during OFCCP's evaluation. However, as part of this Agreement, La-Z-Boy will continue its efforts at revising its Hiring Process as follows.
 - a) Review and Revisions Required: As long as La-Z-Boy continues to hold or secure a federal contract for this facility while this agreement is in effect, La-Z-Boy will revise, in writing, the practices, policies and procedures it will use as long as it is a federal contractor, to select applicants for Upholsterers. Specifically, La-Z-Boy will:
 - (i) create a job description and selection process for Upholsterers which describes the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedures;
 - (ii) develop specific, job-related qualification standards for Upholsterers that reflect the duties, functions, and competencies of the position to minimize the potential for gender stereotyping or other unlawful discrimination;

(iii) ensure all policies and qualification standards are uniformly applied to all applicants, including but not limited to ensuring that applicants are not placed into jobs based on gender stereotyping; and

(iv) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.

b) Recordkeeping and Retention: As long as La-Z-Boy continues to hold or secure a federal contract for this facility while this agreement is in effect, La-Z-Boy will write procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. La-Z-Boy will write in preparation to use as long as it remains a federal contractor, procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.

c) As long as La-Z-Boy continues to hold or secure a federal contract for this facility while this agreement is in effect, La-Z-Boy will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that female applicants, who benefit from this Agreement, are not retaliated against.

d) Monitoring: As long as La-Z-Boy continues to hold or secure a federal contract for this facility while this agreement is in effect, it will evaluate the individual components of the selection process for Upholsterers. Where it is determined 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 gender, La-Z-Boy will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures (“UGESP”) codified at 41 C.F.R. Part 60-3. La-Z-Boy will maintain and make available to OFCCP records concerning the impact of the selection process for Upholsterers. This includes the number of persons hired by race and gender, the number of applicants who applied by race and gender, and the selection procedures utilized. This information will be maintained as long as required by the regulations.

2. ADVERSE IMPACT ANALYSIS VIOLATION

A. STATEMENT OF ALLEGED VIOLATION. OFCCP alleges that La-Z-Boy failed to collect and maintain personnel and employment records and conduct adverse impact analyses in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3.

B. OFCCP'S SPECIFIC FINDING. Specifically, during the review period, La-Z-Boy allegedly failed to maintain records that reflected that it had conducted adverse impact analyses as required by 41 C.F.R. § 60-3.15A and 60-3.4.

C. REMEDY. As long as La-Z-Boy continues to hold or secure a federal contract for this facility while this agreement is in effect, it will ensure that its records are collected and

maintained in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3. La-Z-Boy will conduct adverse impact analyses on personnel transaction activity at it at least an annual basis for the purpose of determining whether adverse impact exists against applicants based on race, sex, or ethnic group in hiring, promotion, termination, and other personnel activities where there is selection among qualified candidates. These analyses will be performed by job for each protected group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce, unless the selection numbers for a job are too small to provide a reliable result and the data is insufficient to determine statistically significant adverse impact. If adverse impact is identified in the total selection process, La-Z-Boy then will evaluate each individual component of the selection process to determine where adverse impact has occurred. If adverse impact is found to exist in any of the individual components of the selection process, and reflects a significantly statistical disparity adverse to a protected group, La-Z-Boy will validate each such component in accordance with the UGESP or utilize selection procedures which do not result in adverse impact.

3. **OUTREACH VIOLATION**

- A. **STATEMENT OF ALLEGED VIOLATION.** During the period of July 1, 2005 through June 30, 2006, La-Z-Boy failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6.
- B. **OFCCP'S SPECIFIC FINDINGS.** La-Z-Boy failed to list all employment openings that were not executive or senior management, filled from within La-Z-Boy's organization or positions lasting 3 days or less with the state workforce agency or local employment delivery system.
- C. **REMEDY.** As long as La-Z-Boy continues to hold or secure a federal contract for this facility while this agreement is in effect, it will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Contractor, as required by 41 CFR 60-300.5(a)2-6 (2014). With its initial listing, and as subsequently needed to update the information, La-Z-Boy will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4.

Whenever La-Z-Boy makes its initial listing with an appropriate ESDS, it will advise that entity that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the

employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a) 4. Should any of the information in the disclosures change since it was last reported to the ESDS, the contractor shall provide updated information simultaneously with its next job listing.

Part IV. REPORTS REQUIRED

1. La-Z-Boy must submit the documents and reports described below to: Assistant District Director—Jackson, United States Department of Labor, Office of Federal Contract Compliance Programs, 100 West Capitol Street, McCoy Federal Building, Suite 762, Jackson, Mississippi 39269.
 - A. Within the prescribed timeframes, La-Z-Boy must submit all documents and information referenced in Part III, Section 1C. Such documents and information may include, but are not limited to, letters returned as undeliverable, a list of individuals in the affected class who have not returned a signed Interest Form before the deadline, and a list of Eligible Class Members.
 - B. La-Z-Boy must submit a progress report covering each six-month period this Agreement is in effect. The first progress report will be due 7 months after the Effective Date of this Agreement and must cover the six-month period beginning with the Effective Date. Each subsequent report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period. La-Z-Boy will submit the following in each progress report:
 - 1) Documentation of monetary payments to all Eligible Class Members as specified in Part III, Section 1C. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the date of delivery to the Class Member's address, the check number, the amount of the check and the date the check cleared the bank. La-Z-Boy must provide OFCCP with copies of all canceled checks upon request;
 - 2) Documentation of specific hiring activity for Eligible Class Members who were hired and/or offered employment as Upholsterer positions in accordance with this Agreement, including name, date of offer or hire, job title hired into, location, and rate of pay;
 - 3) For Eligible Class Members who expressed interest in employment on the Interest Form and applied for employment, pursuant to the terms of this Agreement, but were not hired, La-Z-Boy will provide the reason for rejection along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer).

2. La-Z-Boy 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 occurs later.

Part V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and La-Z-Boy Incorporated.

(b) (7) (c)

Donald Mather
Plant Manager
LZB Manufacturing, Inc.
133 Scanlan Street
Newton, Mississippi 39545

Date: 3/17/15

(b) (7) (c)

Samuel Maiden
Regional Director
Office of Federal Contract Compliance
Programs

Date: 3/23/2015

(b) (7) (c)

Katie C. Course
Assistant District Director – Jackson
Office of Federal Contract Compliance
Programs

Date: 3/19/15

(b) (7) (c)

Alvin Q. Mitchell
District Director – Birmingham
Office of Federal Contract Compliance
Programs

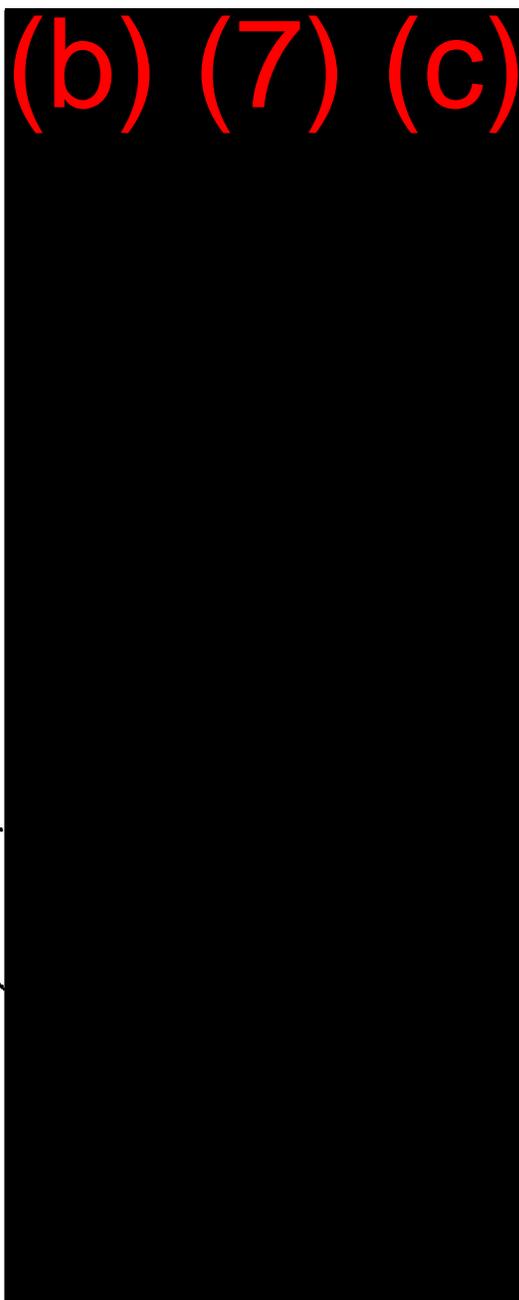
Date: 03/20/2015

(b) (7) (e)

Compliance Officer - Jackson
Office of Federal Contract Compliance
Programs

Date: 3/19/15

(b) (7) (c)



You may be eligible to get money because of a legal settlement between LZB Manufacturing, Inc. and the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and LZB Manufacturing, Inc. ("La-Z-Boy") that may benefit you. This settlement involves claims of discrimination in pay, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages.

ARE YOU AFFECTED?

Women who applied for employment as Upholsterers with La-Z-Boy at its Newton, Mississippi establishment during the time period listed are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of La-Z-Boy's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP's analysis of La-Z-Boy's hiring process and selection procedures has resulted in an allegation that, during the period of July 1, 2005 through June 30, 2006, La-Z-Boy discriminated against female applicants for Upholsterer positions in the Laborer job group. OFCCP found a statistically significant disparity in the hiring of Upholsterers based on gender.

Ultimately, OFCCP issued a Notice of Violation against La-Z-Boy on these claims. Although the company disagreed with our findings, we have agreed to resolve the issue through a Conciliation Agreement. La-Z-Boy has not admitted to any violation of the law. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a lawsuit.

As a result the company must pay money to women who applied for the Upholsterer position at this location during the dates above.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for the Upholsterer position during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) You may be eligible to receive a payment of at least \$1,924.42 (before taxes). This payment represents your share of back wages and other payments La-Z-Boy is making to

Notice- Attachment B

settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- (2) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or Donald Mather, Plant Manager. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on getting money.

To be eligible for a payment, you must complete, sign, and return the enclosed claim form and release form by April 20, 2015. There are instructions on the form about how to mail it in or complete it online.

The Claim Form must be received by [April 20, 2015].

You may receive the payment only if the information on your Claim Form confirms that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this notice and return all of the documents by the deadline of [April 20, 2015] to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Donald Mather, Plant Manager, 133 Scanlan Street, Newton, Mississippi 39545: Phone: 601-683-3354. You may also contact Compliance Officer (b) (7) (c) at (b) (7)(C) or email her (b) (7) (c) @dol.gov.

Claim Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES)

DEADLINE TO RESPOND IS [April 20, 2015]

If you complete this Claim Form, you may be eligible for a money payment from the settlement.

To receive an award, you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before [Deadline above], to

**LZB Manufacturing, Inc.
133 Scanlan Street
Newton, Mississippi 39545
Attention: Donald Mather, Plant Manager**

If you do not submit a properly completed Claim Form and Release Form by [April 20, 2015], then your claim will not be on time and **you will not receive any money from this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Claim Form will only be used for the following purposes:

To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.

Information Verification & Employment Interest Form-Attachment C

Step 1: Please confirm the following contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Please verify [or provide] the last four digits of your social security number _____
The last four digits of your Social Security Number are required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.

Name: Compliance Officer (b) (7) (c)
Address: US DOL, OFCCP, 100 West Capitol Street, McCoy Federal Building, Ste., 762, Jackson, Mississippi 39269
Phone: (b) (7)(C)
Email: (b) (7) (c)@dol.gov

Step 2: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

RELEASE OF CLAIMS (Attachment D)

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for [LZB Manufacturing, Inc.] "Contractor" paying you money, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for entry-level positions. It also says that Contractor 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 \$1,924.42 (less deductions required by law) by Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge LZB Manufacturing, Inc., its predecessors, successors, related entities, parents (including La-Z-Boy, Incorporated), subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 non-selection for employment at any time through the effective date of this Release.

II.

I understand that Contractor denies that it treated me unlawfully or unfairly in any way and that Contractor 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 reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by Contractor to me is not to be construed as an admission of any liability by Contractor.

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.

I understand that if I do not sign this Release and return it to Donald Mather such that it is received by [April 20, 2015], I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____

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