

Conciliation Agreement
Between the
U.S. Department of Labor, Office of Federal Contract Compliance Programs
And
Streamlight, Inc.
30 Eagleville Road
Eagleville, Pennsylvania 19403

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and Streamlight Inc., 30 Eagleville Road, Eagleville, Pennsylvania 19403 (Streamlight).
2. The violations identified in this Agreement were found during a compliance evaluation of Streamlight, which began on March 7, 2017 and were specified in a Notice of Violation that was issued on March 8, 2019. OFCCP alleges that Streamlight has violated Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and implementing regulations at 41 C.F.R. Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Streamlight of any violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (38 U.S.C. 4212) and the implementing regulations.
4. The provisions of this Agreement will become part of Streamlight's AAP. Subject to the performance by Streamlight of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Streamlight with all OFCCP programs will be deemed resolved. However, Streamlight is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Streamlight agrees that OFCCP may review compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to Streamlight's compliance. Streamlight shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Streamlight from the obligation to comply with the requirements of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; or the Vietnam Era Veterans' Readjustment Assistance Act of

1974, as amended (38 U.S.C. 4212); their implementing regulations; or any other equal employment statute or executive order or its implementing regulations.

7. Streamlight agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the Director of Regional Operations for OFCCP.
9. If at any time in the future, OFCCP believes that Streamlight has violated any portion of this Agreement during the term of this Agreement, Streamlight will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Streamlight with 15 calendar days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed or sooner, if irreparable injury is alleged, without issuing a Show Cause Notice.

Where OFCCP believes that Streamlight has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject Streamlight to sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-300.66, 41 C.F.R. § 60-741.66, and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION**: During the period January 1, 2016 through December 31, 2016, Streamlight failed to identify the race and ethnicity of each applicant or Internet Applicant as defined in 41 C.F.R. § 60-1.3. This is a violation of 41 C.F.R. § 60-1.12(c)(ii).

REMEDY: Streamlight will identify the race and ethnicity of each applicant or internet applicant as defined in 41 C.F.R. § 60-1.3, as required by 41 C.F.R. § 60-1.12(c)(ii).

2. **VIOLATION**: During the period January 1, 2016 through December 31, 2016, Streamlight failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program. Specifically, Streamlight, Inc. failed to monitor hiring to ensure the nondiscriminatory policy is carried out. This is a violation of 41 C.F.R. § 60-2.17(d).

REMEDY: Streamlight will develop and implement an auditing system to measure the effectiveness of its total affirmative action program, as required by 41 C.F.R. § 60-2.17(d). Specifically, Streamlight will:

- A. Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out;
- B. Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organization objectives are attained;
- C. Review report results with all levels of management; and
- D. Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

3. **VIOLATION:** During the period January 1, 2016 through December 31, 2016, Streamlight failed to maintain and have ready for inspection records or other information that would disclose the impact that its tests and other selection procedures had upon employment opportunities of persons by identifiable race, sex or ethnic group in order to determine compliance under 41 C.F.R. Part 60-3.4, the Uniform Guidelines on Employee Selection Procedures (UGESP), as required by 41 C.F.R. § 60-3.4.

REMEDY: Streamlight will maintain and have ready for inspection records or other information which will disclose the impact which its tests and other selection procedures have upon employment opportunities of persons by identifiable race, sex or ethnic group in order to determine compliance with 41 C.F.R. § 60-3.4.

4. **VIOLATION:** During the period January 1, 2016 through December 31, 2016, Streamlight failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 C.F.R. § 60-300.42(a).

REMEDY: Streamlight shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Streamlight shall invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he is or she is a protected veteran. Streamlight 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 C.F.R. § 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 C.F.R. § 60-300.42(c). Streamlight 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 C.F.R. § 60-300.42(e).

5. **VIOLATION:** During the period January 1, 2016 through December 31, 2016, Streamlight failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 C.F.R. § 60-300.44(k). Specifically, Streamlight failed to create and include the data collection analysis pertaining to applicants and hires in the affirmative action program for protected veterans covered by VEVRAA.

REMEDY: Streamlight, Inc. will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 C.F.R. § 60-300.44(k):

- The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of protected veteran applicants hired; and
- The total number of applicants hired.

6. **VIOLATION:** During the period January 1, 2016 through December 31, 2016, Streamlight failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 C.F.R. § 60-741.42. Specifically, Streamlight failed to provide this invitation to each applicant pre-offer.

REMEDY: Streamlight shall invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 C.F.R. § 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, Streamlight shall invite each of its applicants for employment, 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 C.F.R. § 600-741.2(g)(1)(i) or (ii). Streamlight shall also invite each of its applicants for employment, 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. In addition, during the first year it is subject to this requirement, Streamlight shall invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five-year intervals thereafter. At least once during each interval, Streamlight shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. Streamlight 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 C.F.R. § 60-741.42(e).

7. **VIOLATION:** During the period January 1, 2016 through December 31, 2016, Streamlight, Inc. failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 C.F.R. § 60-741.44(k). Specifically, Streamlight, Inc. failed to create and include the data collection analysis pertaining to applicants and hires in the affirmative action program for individuals with disabilities.

REMEDY: Streamlight will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 C.F.R. § 60-741.44(k):

- The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of applicants with disabilities hired; and
- The total number of applicants hired.

PART III: Reporting

1. Streamlight agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically, but not limited to, all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. Streamlight agrees to furnish the OFCCP Mid-Atlantic Regional Office, located at 170 S. Independence Mall West, Suite 650 South, Philadelphia, PA 19106 with the following reports:

Streamlight must submit two (2) progress reports covering each six-month period this Agreement is in effect or submit a signed statement and documentation to confirm that it does not hold any federal government contracts or subcontracts. The first progress report will be due seven months after the Effective Date of this Agreement and must cover the six-month period beginning with the Effective Date. The 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. Streamlight will submit the following in each progress report.

1. For Violation 1: Documentation identifying the race and ethnicity of each applicant or internet applicant.
2. For Violation 2: Documentation showing that Streamlight has developed and implemented an auditing system to measure the effectiveness of its total affirmative action program, as required by 41 C.F.R. § 60-2.17(d).
3. For Violation 3: All records or other information that disclose the impact that its tests and other selection procedures have upon employment opportunities of persons by

identifiable race, sex, or ethnic group in order to determine compliance with the guidelines as set forth in 41 C.F.R. § 60-3.4.

4. For Violation 4: Documentation that Streamlight invited applicants to voluntarily self-identify as a protected veteran as well as documentation of the number of applicants who self-identified as protected veterans pursuant to 41 C.F.R. §60-300.42(a), or who are otherwise known as protected veterans.
 5. For Violation 5: Documentation of the following computations or comparisons, as required by 41 C.F.R. § 60-300.44(k): The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of protected veterans hired; and, the total number of applicants hired.
 6. For Violation 6: Documentation that Streamlight invited applicants to voluntarily self-identify as an individual with a disability using the OMB-approved form as well as documentation of the number of applicants who self-identified as an individual with a disability pursuant to 41 C.F.R. § 60-741.42(a), or who are otherwise known to be individuals with disabilities.
 7. For Violation 7: Documentation of the following computations or comparisons, as required by 41 C.F.R. § 60-741.44(k): The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of applicants with disabilities hired; and the total number of applicants hired.
3. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of Streamlight's final progress report.

PART IV: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Streamlight, Inc., 30 Eagleville Road, Eagleville, PA 19403.

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

Raymond Sharrah
Chief Executive Officer
Streamlight, Inc.
Eagleville, PA

DATE: 3-18-19

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

(b) (6), (b) (7)
Compliance Officer
Mid-Atlantic Regional Office

DATE: 3/18/2019

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

Evan D. Szarenski
Director of Regional Operations
Mid-Atlantic Regional Office

DATE: 3/18/2019