

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): June 26, 2007

**ACUITY BRANDS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**001-16583**  
(Commission File Number)

**58-2632672**  
(I.R.S. Employer  
Identification No.)

**1170 Peachtree St., N.E., Suite 2400, Atlanta, GA**  
(Address of principal executive offices)

**30309**  
(Zip Code)

Registrant's telephone number, including area code: 404-853-1400

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14A-12)
- Pre-commencement communications pursuant to Rule 14-2(d) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**ITEM 5.02 – Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On June 26, 2007, the Compensation Committee of Acuity Brands, Inc. (the “Company”) adopted Amendment No. 1 to Acuity Brands, Inc. 2002 Supplemental Executive Retirement Plan and Amendment No. 1 to Acuity Brands, Inc. 2005 Supplemental Deferred Savings Plan. In each case, the principal purpose of the amendments was to conform the plans to Section 409A of the Internal Revenue Code and the final regulations issued thereunder. These amendments are filed herewith as Exhibits 99.1 and 99.2. The Compensation Committee also amended the definition of “Change in Control” in each of the following plans:

- Acuity Brands, Inc. 2001 Nonemployee Directors’ Stock Option Plan
- Acuity Brands, Inc. 401(k) Plan
- Acuity Brands, Inc. Long-Term Incentive Plan
- Acuity Brands, Inc. Senior Management Benefit Plan
- Acuity Brands, Inc. Supplemental Deferred Savings Plan (2001)
- Acuity Specialty Products 401(k) Plan

The definition was amended to provide that a “change in control” occurs if following certain specified events, such as a merger or other reorganization of the Company, the stockholders of the Company immediately prior to any such event do not, as a result of such event, own, directly or indirectly, more than 60% of the Company’s outstanding common stock subsequent to such event. Prior to the amendments, the required common stock ownership threshold following such an event was 70%.

**ITEM 8.01 – Other Events.**

On June 26, 2007, the Board of Directors of the Company declared a quarterly dividend of 15 cents per share. A press release announcing this action was issued on June 26, 2007, and is attached hereto as Exhibit 99.3.

**ITEM 9.01 – Financial Statements and Exhibits.**

(d) Exhibits

<u>Designation</u>	<u>Description</u>
99.1	Amendment No. 1 to Acuity Brands, Inc. 2002 Supplemental Executive Retirement Plan
99.2	Amendment No. 1 to Acuity Brands, Inc. 2005 Supplemental Deferred Savings Plan
99.3	Press Release issued June 26, 2007

**Signatures**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: June 29, 2007

ACUITY BRANDS, INC.

By: /s/ Kenyon W. Murphy  
Kenyon W. Murphy  
Executive Vice President, Chief Administrative Officer,  
and General Counsel

AMENDMENT NO. 1  
TO  
ACUITY BRANDS, INC.  
2002 SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN  
(As Amended And Restated Effective As Of January 1, 2005)

THIS AMENDMENT made as of this 26<sup>th</sup> day of June, 2007, by ACUITY BRANDS, INC. (the "Company");

W I T N E S S E T H:

WHEREAS, the Company established the Acuity Brands, Inc. 2002 Supplemental Executive Retirement Plan, which Plan was amended and restated generally effective as of January 1, 2005 (the "Plan");

WHEREAS, the Company now desires to amend the Plan in the manner hereinafter provided;

NOW, THEREFORE, the Plan is hereby amended, as follows:

1.

Section 3.3 is hereby amended by adding the following after the first phrase "provided, further" in the third sentence of the present section:

"if permitted by the Administrator,"

2.

Article IX is hereby amended by deleting the present Article IX in its entirety and substituting the following in lieu thereof:

"ARTICLE IX  
PLAN TERMINATION

9.1 Right to Terminate: The Company may terminate the Plan at any time by resolution of the Board. In the event of the termination or partial termination of the Plan, the rights of all affected Participants to their Accrued Benefits as of the date of such termination or partial termination shall be fully vested and nonforfeitable. Subject to the Administrator's discretion under Section 3.7 with respect to the Participant's Pre-Section 409A Benefit, the Participant's Accrued Benefit shall remain payable in accordance with the provisions of Article III. Notwithstanding anything contained herein to the contrary, for a period of two (2) years following a Change in Control, this Plan shall not be terminated."

This Amendment No. 1 shall be effective as of June 1, 2007. Except as hereby modified, the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Company has executed this Amendment No. 1 as of the date first written above.

ACUITY BRANDS, INC.

By: /s/ Vernon J. Nagel  
Vernon J. Nagel,  
Chairman, President and  
Chief Executive Officer

AMENDMENT NO. 1  
TO  
ACUITY BRANDS, INC.  
2005 SUPPLEMENTAL DEFERRED SAVINGS PLAN

THIS AMENDMENT made as of this 26<sup>th</sup> day of June, 2007, by ACUITY BRANDS, INC. (the "Company");

W I T N E S S E T H:

WHEREAS, the Company established the Acuity Brands, Inc. 2005 Supplemental Deferred Savings Plan, which was generally effective as of January 1, 2005 (the "Plan");

WHEREAS, the Company now desires to amend the Plan in the manner hereinafter provided;

NOW, THEREFORE, the Plan is hereby amended, as follows:

1.

Section 2.3 is hereby amended by deleting the present Section in its entirety and substituting the following in lieu thereof:

"2.3 "Beneficiary" means the person or persons last designated in writing by the Participant under the Plan to receive the vested amount in his Account in the event of such Participant's death and, if no such designation has been made under this Plan, the designation of Beneficiary made by the Participant under the Prior Plan shall be deemed to be the designation under this Plan; if no such designation under either plan shall be in effect at the time of a Participant's death or if all designated Beneficiaries shall have predeceased the Participant, then the Beneficiary shall be the Participant's estate or his personal representative."

2.

Section 2.31 is hereby amended by deleting the present Section in its entirety and substituting the following in lieu thereof:

"2.31 "Retirement Account" means the account established for the Participant which will be payable in the manner elected by the Participant if the Participant terminates employment upon death, Disability, after qualifying for Retirement, or after attaining age 55 and completing at least five Years of Service."

3.

Section 3.2 is hereby amended by deleting the last paragraph of the current Section in its entirety and substituting the following in lieu thereof:

“The Participant may designate on the Election Form (or on a separate form provided by the Plan Administrator) a Beneficiary (or Beneficiaries) to receive payment of amounts in his Account in the event of his death. If a Participant fails to designate a Beneficiary under the Plan, the Beneficiary(ies) under the Prior Plan shall be deemed to be the Beneficiary(ies) designated under this Plan.”

4.

Article V is hereby amended by deleting the present Article V in its entirety and substituting the following in lieu thereof:

“ARTICLE V  
PAYMENT OF ACCOUNTS”

5.1 Timing and Form of Payment.

(a) Subject to subsection (h) below, on the Election Form, the Participant shall make an election as to the timing and form of payment for any Participant deferrals for such Plan Year and the form of payment for any Employer contribution credits for such Plan Year pursuant to Section 4.1 (such contributions are automatically credited to the Participant’s Retirement Account) from among the options set forth below for the Participant’s Retirement Account and for any Cash In-Service Account. Once the Participant elects a form of payment for the Retirement Account, and the time and form of payment for any Cash In-Service Account, those elections may only be changed twice and only in accordance with subsection (e) below.

(b) The Participant will be entitled to payment of his Retirement Account in accordance with his payment election if he terminates employment upon death, Disability or Retirement, or after attaining age 55 and completing five or more Years of Service. The Participant may elect that the vested amount of his Retirement Account be distributed in a lump sum, or in annual payments for a period of up to ten (10) years, provided that if the balance of the Participant’s Account is less than \$15,000, the Participant’s Account will automatically be paid in a lump sum. For example, under the 10-year annual payment method, the first year’s payment will equal one tenth (1/10) of the total Account, the second year’s will equal one ninth (1/9) of the remaining Account, and so forth. Subject to subsection (h) below, payment of the Participant’s Retirement Account shall be made (i) if the payment is in a lump sum, as soon as practicable after the event entitling the Participant to payment, or (ii) if the payment is in installments, commencing in the January following the event entitling the Participant to payment.

(c) The Participant may elect to have a Cash In-Service Account payable (or commence to be paid) during January of the year selected by the Participant on the Election Form (which initial payment date may not be earlier than two years after the end of the calendar year during which amounts are first credited to such Account), in a lump sum or in annual payments over a period of up to ten (10) years, in the manner provided in (a) above, as applicable; provided, that any subsequent deferrals to such designated Cash In-Service Account must be made no later than the end of the calendar year ending two years prior to such payment date; provided, further, that a Participant may only establish such number of Cash In-Service Accounts for his Account as may be permitted by the Plan Administrator (or his designee) and

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the Plan Administrator may increase the minimum deferral period for Cash In-Service Accounts. Notwithstanding the Participant's elections under this Section 5.1(c), in the event the Participant becomes entitled to payment of his Retirement Account under subsection (b) above or to his Account under Section 5.2 below, the remaining balance of the Participant's Account shall be payable in accordance with the provisions for payment under subsection (b) or under Section 5.2 (whether or not the Cash In-Service Account was in payment status at such time).

(d) The Participant will designate each Plan Year which portion of the Participant's deferrals for such Plan Year shall be credited to the Participant's Retirement Account and any Cash In-Service Accounts he has established. If a Participant's Account is distributed in installments, the Account shall continue to be credited with deemed earnings, gains and losses in accordance with Article IV until the entire amount of the Account is distributed.

(e) A Participant may, not less than twelve (12) months prior to the payment dates of any Cash In-Service Accounts he has established under subsection (c) above, and with the approval of the Plan Administrator, elect to defer the date on which payment of any Cash In-Service Account shall commence and/or change the method of payment of such Cash In-Service Account, provided that, (i) after the initial election under subsection (c), a Participant may only make two election changes with respect to a particular Cash In-Service Account (after the second such election change, the election shall become irrevocable); (ii) except as otherwise permitted by Section 409A, the first in-service payment with respect to any such changed election must be deferred at least 5 years from the date such payment would otherwise have been made, (iii) except as otherwise permitted by Section 409A, the election shall not become effective for 12 months.

A Participant may, not less than twelve (12) months prior to the event entitling the Participant to payment of his Retirement Account under subsection (b) above, elect to change the method of payment of the Participant's Retirement Account, provided that (i) only two such changes are permitted and after the second such election change, the election is irrevocable; (ii) the payment date for the Participant's Retirement Account will be deferred for 5 years for each election change, and (iii) the election shall not become effective for 12 months.

The change of election shall be made through a method established by the Plan Administrator.

(f) Notwithstanding the Participant's payment elections under this Article V, the entire amount remaining in the Participant's Account will be paid to the Participant in a lump sum in January of the calendar year in which the Participant will attain age 80.

(g) Unless the Participant elects otherwise as provided below, the vested amounts credited to his Deferred Restricted Stock Subaccount shall automatically be paid in a single payment in January, 2008. The Participant may elect on such form as may be provided by the Plan Administrator to receive payment (i) at the same time as the initial payment of his Retirement Account (assuming the Participant qualifies under subsection (b)), or (ii) during January of the year selected by the Participant for payment of his Restricted Stock In-Service Account. If the Participant terminates employment prior to the payment date of his Restricted Stock In-Service Account or event entitling the Participant to payment under subsection (b),

payment of the Participant's Deferred Restricted Stock Subaccount will be made at the time of the Participant's termination of employment. All distributions from the Participant's Deferred Restricted Stock Subaccount shall be made in a lump sum. The Participant may elect to change the time of payment of his Restricted Stock In-Service Account, but such election may only be changed twice and only in accordance with the provisions of subsection (e) above.

The amounts credited to the Participant's Deferred Restricted Stock Subaccount shall be subject to the Financial Hardship distribution rules of Section 5.5. The amounts credited to the Deferred Restricted Stock Subaccount that are treated as invested in Shares shall be paid in Shares.

(h) Notwithstanding the other provisions of this Article V, in the event a Participant who is a "key employee" (as determined by the Plan Administrator in accordance with procedures established by the Committee that are consistent with Section 409A) becomes entitled to payments upon Retirement or Termination of Service, payments shall not commence until 6 months after such Participant separates from service and on such date the payments that would have been made during such six-month period shall be made.

#### 5.2 Payment upon Certain Terminations of Service.

Subject to Section 5.1(h) above, the vested amount of the Participant's Account (including any unpaid amounts in the Participant's In-Service Accounts) will be paid in a lump sum as soon as practical after the end of the month following the date on which the Participant has a Termination of Service and the elections under Section 5.1 shall not be recognized, unless the Participant has completed 5 Years of Service and attained age 55 at the time of such Termination of Service, or the Participant qualifies for Retirement or a Disability under the terms of this Plan.

#### 5.3 Payment at Death.

In the event a Participant dies while actively employed prior to Retirement or other Termination of Service, the entire amount of the Participant's Account will become fully vested and will be paid in accordance with the Participant's election under subsection (b). The form of payment to the Beneficiary shall be in accordance with the Participant's election on the Election Form and, in the absence of such election, payment will be made in a lump sum.

#### 5.4 Payment at Disability.

In the event of the Participant's Total and Permanent Disability (as defined in Section 2.38), the entire amount of the Participant's Account will become fully vested and payment will be made in accordance with the Participant's election under subsection (b). Once payment has commenced, payments will continue as elected regardless of any future change in the Participant's disability status.



5.5 Financial Hardship Distribution.

Subject to approval by the Plan Administrator, the Participant may apply to withdraw, upon a showing of Financial Hardship, part or all of his vested Account. If the Plan Administrator determines that a distribution should be made on account of Financial Hardship, distribution from the Participant's Account shall be made as soon as administratively practical. Such distribution shall not exceed the dollar amount necessary to satisfy the Financial Hardship plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which the Financial Hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause Financial Hardship)."

5.

Section 8.2 is hereby amended by substituting the words "three years" for the words "five years" in subsection (ii) thereof.

6.

This Amendment No. 1 shall be effective as of June 1, 2007. Except as hereby modified, the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Company has executed this Amendment No. 1 as of the date first written above.

ACUITY BRANDS, INC.

By: /s/ Vernon J. Nagel  
Vernon J. Nagel,  
Chairman, President and  
Chief Executive Officer

## News Release



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**Acuity Brands, Inc.**  
**(404) 853-1423**

**ACUITY BRANDS DECLARES  
QUARTERLY DIVIDEND**

ATLANTA, June 26, 2007 – The Board of Directors of Acuity Brands, Inc. (NYSE: AYI) today declared a quarterly dividend of 15 cents per share (an annualized rate of 60 cents per share). The dividend is payable on August 1, 2007 to shareholders of record on July 16, 2007.

Acuity Brands, Inc., with fiscal year 2006 net sales of approximately \$2.4 billion, is comprised of Acuity Brands Lighting and Acuity Specialty Products. Acuity Brands Lighting is one of the world's leading providers of lighting fixtures and includes brands such as Lithonia Lighting®, Holophane®, Peerless®, Hydrel®, American Electric Lighting®, Gotham®, Carandini®, SpecLight®, MetalOptics® and Antique Street Lamps™. Acuity Specialty Products is a leading provider of specialty chemicals and includes brands such as Zep®, Zep Commercial®, Enforcer®, and Selig™. Headquartered in Atlanta, Georgia, Acuity Brands employs approximately 10,000 people and has operations throughout North America and in Europe and Asia.