

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

and

KARLA SPAFFORD,

Plaintiff/Intervenor,

v.

SHAW GROUP INC.,

and

ENVIRONMENTAL DIMENSIONS, INC.,

Defendants.

Case No. 4:06CV1063 RWS

CONSENT DECREE

Introduction

Plaintiff Equal Employment Opportunity Commission (hereinafter "EEOC") instituted this action alleging that Shaw Group Inc. (hereinafter "Shaw") and Environmental Dimensions, Inc. (hereinafter "EDi") discriminated against Karla Spafford in violation of Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 ("Title VII") by terminating her employment based on her sex and/or in retaliation for protected activity under Title VII. Karla Spafford ("Spafford") was permitted by the Court to intervene, through private counsel, in the EEOC's suit to assert claims against Defendants under Title VII.

For purposes of settlement and compromise only, the EEOC, Spafford and EDi ("Participating Parties") have advised the Court that they wish to resolve the instant controversy without the expense, delay, and burden of further litigation.

THEREFORE, it is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the Participating Parties, that: (i) this Court has jurisdiction over the parties to and the subject matter of this action, (ii) the requirements of Title VII will be carried out by the implementation of this Decree, (iii) this Decree is intended to and does resolve all matters in controversy in this lawsuit or directly related to this lawsuit among the Participating Parties, and (iv) the terms of this Decree constitute a fair and equitable settlement of all issues in this lawsuit.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

I. General Provisions

1. This Decree, being entered with the consent of the Participating Parties for purposes of settlement. EDi denies any allegation of a violation of any applicable law, executive order, statute, rule, regulation or contract made against EDi by the EEOC or Spafford. It shall not be deemed an admission of liability or of a violation of Title VII or any other applicable law, executive order, statute, rule, regulation or contract of any kind.

2. EDi shall not unlawfully discriminate against its employees with respect to hiring, promotion, firing, compensation, scheduling or other terms, conditions or privileges of employment because of gender.

3. EDi shall not discriminate or retaliate against any person because he or she: (a) has opposed any practices alleged in this lawsuit as unlawful under Title VII, (b) has participated in any investigation conducted under Title VII connected with or leading up to this lawsuit; (c) has participated in this lawsuit; or (d) has benefited or will benefit in any way as a result of this Consent Decree.

II. Relief for Charging Party

4. On or before the later of August 10, 2007, or within five (5) business days of EDi and Spafford entering into a Settlement Agreement, EDi shall forward to Spafford's counsel, Charles Bobinette, a check made jointly payable to Spafford and her attorney in the amount of

\$25,000. On or before October 10, 2007, EDi shall forward a second check to Mr. Bobinette made payable jointly to Spafford and her attorney in the amount of \$20,000.

5. Defendant shall forward a copy of the checks referenced in Paragraph 4 above, to the Regional Attorney, Equal Employment Opportunity Commission, 1222 Spruce, Room 8.100, St. Louis, Missouri 63103, on or about the same date that each check is sent to Mr. Bobinette.

III. Training

6. Within sixty (60) days after the entry of this Decree, EDi shall provide mandatory Title VII training for all of its managers and supervisors in the St. Louis area. The content of this training shall include an employer's obligation to provide comparable work conditions for female and male employees. It shall also cover the employee's obligations not to retaliate against any employee for filing suits, making complaints, or opposing unlawful employment activity pursuant to Title VII. The training will be provided by an outside contractor of Defendant's choosing who will submit its training materials to the Regional Attorney of the EEOC's St. Louis District Office, for approval not later than 10 days prior to the training.

7. Within thirty (30) days of providing any Title VII training pursuant to Paragraph 6, EDi shall send to the EEOC's Regional Attorney in its St. Louis Office a report listing the names and job titles of all managers who completed the training.

IV. Posting and Policies

8. Within thirty (30) days of the entry of this Decree, EDi shall post and cause to remain posted copies of the notice attached hereto as Exhibit A, at any of its St. Louis work sites, in locations publicly visible to all employees for a period of two (2) years starting from the date of entry of this Decree.

9. Within thirty (30) days of the entry of this Decree, EDi shall cause the policy attached hereto as Exhibit B to be signed by its President. Exhibit B shall be made a part of the training referred to in Paragraph 6 above and shall be made a part of Defendant's written personnel policies within three (3) months of the entry of this Decree.

V. Reporting, Record-keeping, and Access

10. Within three (3) months of the entry of this Decree, EDi shall prepare and submit to the EEOC's Regional Attorney in its St. Louis District Office a letter indicating as follows:

- a. That Exhibit A has been posted as required by Paragraph 8, above;
- b. That the training required by Paragraph 6 above has been completed; and
- c. That Exhibit B has been signed as required by Paragraph 9 above.

11. Within six (6) months of the date of entry of this Decree and every six (6) months thereafter for the duration of this decree, EDi shall prepare and submit to the EEOC's Regional Attorney in its St. Louis Office, a report listing the name of each applicant or employee, at any of its St. Louis work sites, who complained of discrimination based on his/her gender or in retaliation for taking a protected action pursuant to Title VII, the date and nature of such complaint, the outcome of Defendant's investigation and the nature of relief provided, if any.

12. During the term of this Decree, EDi shall allow representatives of the Commission to review its compliance with this Decree by inspecting and photocopying relevant documents and records, interviewing employees and management officials on their premises, and inspecting their premises. Such review of compliance shall be initiated by written notice to EDi's attorney of record, Vance Miller and Michael Kass (via facsimile: 314-621-5065), with a copy to Mike Bradshaw, Vice President of EDi (via facsimile: 505-341-3579) at least five (5) business days in advance of any inspection of Defendant's documents or premises.

VI. Term and Effect of Decree

13. The term of this Decree shall be two (2) years.

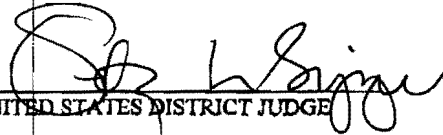
14. By entering into this Decree, the participating parties do not intend to resolve any charges of discrimination currently pending before the Commission other than the charge that created the procedural foundation for the Complaint in this case.

15. This Decree shall be binding upon the participating parties hereto, their successors and assigns. EDi shall affirmatively notify any purchasers of EDi of the obligations of this Consent Decree prior to any sale which may take place.

16. The Court shall retain jurisdiction of this cause for purposes of compliance and enforcement.

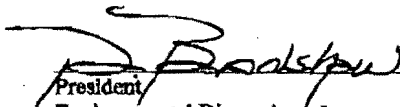
17. Except as otherwise stated in Paragraph 4, each party shall bear its own costs and attorneys fees.

DATE: Oct 1, 2007


UNITED STATES DISTRICT JUDGE

BY CONSENT:

FOR DEFENDANT:



President
Environmental Dimensions, Inc.

FOR PLAINTIFF:

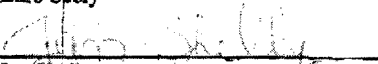
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION



Jean Kamp

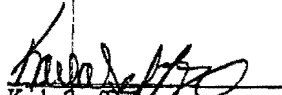


Barb Seely



Jan Shelly

Attorneys for Plaintiff EEOC
St. Louis District Office
Robert A. Young Federal Bldg.
1222 Spruce, Room 8.100
St. Louis, Missouri 63103
(314) 539-7916
(314) 539-7895 Facsimile



Karla Spafford

EXHIBIT A

(On Company letterhead)

NOTICE TO EMPLOYEES

Federal law prohibits discrimination against any employee or applicant for employment because of gender or in retaliation for complaining of such discrimination. Applicants or employees may not be discriminated against based on gender with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment. Title VII also prohibits retaliation against employees because they have opposed practices they believe discriminate on the basis of gender or because they have filed charges with the EEOC or participated in or cooperated with an EEOC investigation.

Environmental Dimensions, Inc. is committed to complying with such federal law in all respects and will not discriminate against applicants and employees because of gender and will not take any action against employees because they have exercised their rights under the law.

8/17/07
Date


President

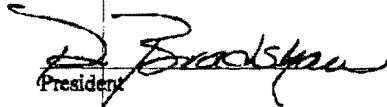
EXHIBIT B

POLICY AGAINST GENDER DISCRIMINATION AND RETALIATION

Applicants and employees will be not be discriminated against based on their gender or in retaliation for opposing practices they believe discriminate on the basis of sex or because they have filed charges with the EEOC or participated in or cooperated with an EEOC Investigation.

Employees are free to report instances of possible sex discrimination or retaliation to any management official at any time or by calling Valentina Smith, Human Resources Department, at (505) 341-3578. EDi has established policies and procedures to promptly investigate such reports and to protect the persons making such reports from retaliation. Employees also are free to make inquiries or complaints about possible sex discrimination, sexual harassment, or retaliation to the EEOC, St. Louis District Office, 1222 Spruce, 8th Floor, Room 8.100, St. Louis, Missouri, 63103, 314-539-7800.

8/17/07
Date


President