

**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 ENVIRONMENTAL, 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 Environmental, 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 both defendants under Title VII.

For purposes of settlement and compromise only, Shaw, Spafford and the EEOC 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 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 among Shaw, Spafford and the EEOC, and (iv) the terms of this Decree constitute a fair and equitable settlement of all issues between Shaw, Spafford and the EEOC in this lawsuit.

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

I. General Provisions

1. This Decree, being entered with the consent of Shaw, Spafford and the EEOC for the purposes of settlement, shall not constitute an adjudication on the merits of this lawsuit and shall not be construed as an admission by Shaw that it violated any statute, executive order, regulation or common law, including but not limited to Title VII, or that any of the allegations or claims raised in this action were meritorious.

2. Shaw agrees that it shall continue to act in accordance with the applicable employment laws and, therefore, shall not discriminate against its employees with respect to hiring, promotion, firing, compensation, scheduling or other terms, conditions or privileges of employment because of gender.

3. Shaw agrees that it shall continue to act in accordance with the applicable employment laws and, therefore, 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. Within thirty (30) days following the entry of this Decree, Shaw shall submit to Spafford's counsel, Charles Bobinnette, the agreed-upon settlement amount of fifty thousand dollars (\$50,000.00) pursuant to, and contingent upon, the terms of a separate Settlement Agreement and General Release entered into between Shaw and Spafford, of which the EEOC is not a party.

5. Shaw shall forward copies of the settlement checks submitted to Spafford's counsel to the Regional Attorney, Equal Employment Opportunity Commission, 1222 Spruce, Room 8.100, St. Louis, Missouri 63103.

III. Training

6. Within sixty (60) days following the entry of this Decree, Shaw shall provide mandatory Title VII training to all of its managers and supervisors at the St. Louis Airport Site (SLAPS) regarding an employer's obligation to provide comparable work conditions for female and male employees and to not retaliate against any employee for engaging in protected activity or for opposing an unlawful employment practice under Title VII. As part of this training, Shaw will redistribute to its managers and supervisors copies of its policies relating to equal employment opportunity. The materials to be used in that training will be submitted in advance for approval by the Regional Attorney for the EEOC's St. Louis District Office.

7. Within thirty (30) days after providing the training described in Paragraph 6, Shaw shall submit to the Regional Attorney for the EEOC's St. Louis District Office a report listing the names and job titles of all managers and supervisors who completed the training.

IV. Posting and Policies

8. Shaw shall continue to post all required equal employment opportunity posters at the SLAPS site and at all other locations where such posters are required.

9. Within thirty (30) days following the entry of this Decree, Shaw shall submit to the Regional Attorney for the EEOC's St. Louis District Office for approval a copy of its written equal employment opportunity policy, which will be addressed and distributed in the training referred to in Paragraph 6, and will continue to be a part of its personnel policies. Following approval, Shaw will post a copy of its equal employment opportunity policy at the SLAPS site for the duration of that project.

V. Compliance Review

10. During the term of this Decree, Shaw shall allow representatives of the EEOC to take reasonable measures to ensure Shaw's compliance with this Decree. Such measures may include inspecting and photocopying relevant documents and records, interviewing pertinent individuals, and inspecting their premises. Before any such measures can be initiated, the EEOC must notify Shaw's counsel in writing of the measures that the EEOC is seeking to take and allow Shaw's counsel the opportunity to address the reasonableness of those measures.

VI. Term and Effect of Decree

11. The term of this Decree shall be for a period of two (2) years or for the duration of time that Shaw continues to perform work on the SLAPS or SLDS sites, whichever occurs earlier.

12. By entering into this Decree, Shaw and the EEOC 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.

13. The Court shall retain jurisdiction of this case for the purposes of compliance and enforcement.

14. Shaw, Spafford and the EEOC shall bear their own costs and attorney's fees.

SO ORDERED ON THIS 19th day of September, 2007.


HONORABLE RODNEY W. ~~SMITH~~ FITTELL
UNITED STATES DISTRICT COURT JUDGE
BY CONSENT:

FOR SHAW ENVIRONMENTAL, INC.

By: C. J. Hofer

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