

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

United States Courts  
Southern District of Texas  
ENTERED

MAY 07 2003

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

Plaintiff,

v.

JACOBS ENGINEERING GROUP, INC.  
Defendant.

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Michael W. Milby, Clerk of Court

CIVIL ACTION NO. H-03-0619

JURY TRIAL DEMANDED

**CONSENT DECREE**

Plaintiff, the United States Equal Employment Opportunity Commission ("Commission" or "EEOC") and Defendant, Jacobs Engineering Group, Inc. ("Defendant" or "Jacobs"), agree to entry of this Consent Decree.

**I. Background and History of Proceedings**

A. Charging Party Kimberly Mitchell filed a charge of discrimination with the Commission alleging Defendant violated the Equal Pay Act of 1963 ("EPA") and Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et seq.* ("Title VII").

B. On February 20, 2003, after investigating the Charge and finding discrimination, the Commission commenced this action alleging that Defendant's conduct toward Kimberly Mitchell ("Charging Party") during the course of her employment constituted wage discrimination on the basis of sex in violation of Sections 206 and 215 of the EPA and Section 703 (a) of Title VII.

C. Defendant denied the allegations of wage discrimination on the basis of sex.

D. The parties wish to avoid the risks, uncertainties and expenses of continued litigation. Accordingly, the parties have agreed to settle this lawsuit. Neither Defendant's consent to the entry of this decree nor any of the terms set forth in it shall constitute or be construed as an admission of any EPA or Title VII violation. Both parties agree that this Consent Decree is being entered into for the sole purpose of compromising disputed claims without the necessity for protracted litigation.

E. The Commission and Defendant stipulate to the jurisdiction of the Court and the satisfaction of all administrative prerequisites. The parties further waive hearing and entry of findings of fact and conclusions of law on all issues.

IT IS ORDERED that:

1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or asserted in Civil Action No. H-03-0619 and the above-referenced Charge on behalf of Charging Party.
2. Defendant and all of its employees and affiliated companies agree they will not engage in any employment practices which discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's sex and will not retaliate against any individual who has opposed any practice made an unlawful employment practice under Title VII or who has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under the EPA or Title VII.

3. Defendant and all of its employees and affiliated companies agree that they will not engage in any employment practice which discriminates against female employees because of their sex in violation of the EPA or Title VII.

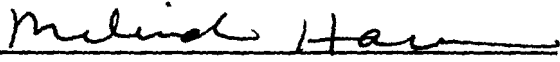
4. Annually, for three years from the entry of this Decree, Jacobs will provide, using either an attorney or an independent experienced training person or group, a program on the illegality of employment discrimination regarding recruitment, hiring, wage decisions and promotion, and such training shall include a discussion of the law relating to the EPA and Title VII and the illegality of gender based wage discrimination to all human resources professionals and management level and above employees in the Central Region. The first training shall be completed not later than October 31, 2003, or within six (6) months from the date the Consent Decree is entered, whichever date is later. Defendant shall submit to the EEOC, each year at least thirty days in advance of the program, the name of the program provider and a curriculum outline indicating the information to be addressed during the program and copies of all agendas and materials to be distributed at the training seminar. The person who shall administer the training will be either attorney(s) or person(s) possessing at least five years of experience in labor and employment law. Written acknowledgment of receipt of the training shall be obtained by Defendant from all individuals attending the training and retained among the employment records

of Jacobs and also copies shall be forwarded to the EEOC within thirty days after the completion of the training.

5. Annually, for three years from the entry of this Decree, Jacobs will provide to the EEOC a copy of all charges of sex discrimination and all internal complaints of sex discrimination in the Central Region made to Human Resources and a summary of the resolution of the complaint.
6. Defendant agrees that within ten days after entry of this Decree it will conspicuously post the attached notice (Exhibit "A") in an area accessible to all employees at each of Jacobs' locations in Houston for a period of three years from the date the Decree is signed.
7. Defendant agrees that when recruiting for the position of estimator at schools, colleges or with any other entity, it shall state that it is an equal employment opportunity employer and that it is seeking qualified female and male applicants for the job.
8. Defendant agrees that when placing job advertisements for the position of estimator, it shall state that it is an equal employment opportunity employer and that it is seeking qualified female and male applicants for the job. Pictorial ads should feature a female.
9. Defendant agrees to provide the Commission with bi-annual reports containing the name, gender and salary of those persons in the estimator position in Houston during the term of the Decree.

10. Defendant agrees to pay the total sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on the terms further set out in the settlement agreement with Kimberly Mitchell in full and final settlement of the EEOC's lawsuit to provide monetary relief to her. Said sum shall be paid by April 30, 2003. A copy of the checks disbursed to Kimberly Mitchell shall be mailed to the EEOC's undersigned counsel of record.
11. Each party to this action shall bear their own costs and attorney's fees.
12. This Consent Decree shall be binding on Defendant and all of Defendant's successors-in-interest, and Defendant will notify all such successors-in-interest of the existence and terms of this Consent Decree.
13. This Decree shall remain in effect for three years from the date of signing. During the period that this Decree shall remain in effect, the Court shall retain jurisdiction to assure compliance with this Decree and to permit entry of such further orders or modifications as may be appropriate. The EEOC is specifically authorized to seek Court-ordered enforcement of this Decree in the event of a breach of any of the provisions herein.
14. Nothing in this Consent Decree shall be construed to preclude the Commission from filing a separate action under Title VII or any other statute which the Commission enforces in the future for any alleged violations by Defendant not resolved by this Decree.

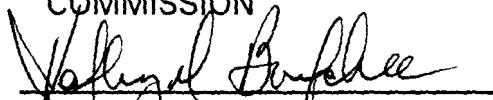
Signed this 6<sup>th</sup> day of May, 2003 at Houston, Texas.

  
Melinda Harmon  
United State District Judge

AGREED AND CONSENTED TO:

ATTORNEY FOR PLAINTIFF  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

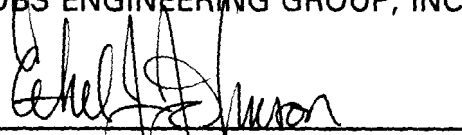
By:



Kathy D. Boutchee  
TBN: 02717500  
SDN: 10145  
Houston District Office  
1919 Smith Street, 7<sup>th</sup> Floor  
Houston, Texas 77002  
(713) 209-3399  
Fax: (713) 209-3402

ATTORNEY FOR DEFENDANT  
JACOBS ENGINEERING GROUP, INC.

By:



Ethel J. Johnson  
TBN: 10714050  
SDN: 14155  
Ogletree, Deakins, Nash,  
Smoak & Stewart, P.C.  
500 Dallas Street, Suite 3000  
Houston, Texas 77002  
(713) 655-5751  
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U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Houston District Office

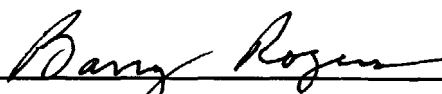
Mickey Leland Federal Building  
1919 Smith Street, 7<sup>th</sup> Floor  
Houston, TX 77002-8049  
(713) 209-3320  
TTY (713) 209-3439  
FAX (713) 209-3381

**NOTICE TO THE EMPLOYEES OF  
JACOBS ENGINEERING GROUP, INC.**

THIS NOTICE IS POSTED PURSUANT TO THE CONSENT DECREE ENTERED IN RESOLUTION OF A LAWSUIT BROUGHT BY THE EEOC AGAINST JACOBS ENGINEERING GROUP, INC. REGARDING WAGE BASED SEX DISCRIMINATION IN THE WORK PLACE PURSUANT TO THE EQUAL PAY ACT OF 1963 AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED.

1. Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's sex, race, color, religion, national origin, age or disability with respect to compensation, hiring or other terms, conditions or privileges of employment.
2. JACOBS ENGINEERING supports and will comply with such Federal law in all respects and will not take any action against employees because they have exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission (EEOC), providing information to the EEOC, and/or receiving compensation for the settlement of any sex or wage discrimination claim.
3. JACOBS ENGINEERING prohibits wage and sex discrimination and will not engage in the practice of altering the terms and conditions of employment on the basis of sex.
4. Wage and sex discrimination is expressly prohibited and constitutes an unlawful discriminatory employment practice. Such discriminatory employment practices will not be tolerated at JACOBS ENGINEERING.
5. Any employee who feels they have been the target of such discrimination is advised to report this action promptly to Barry Rogers, Director of Human Resources, 5995 Rogerdale Rd., Houston, Texas 77072, (832) 351-7105.

SIGNED this 28 day of April, 2003.

  
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Barry Rogers  
Director of Human Resources  
Jacobs Engineering Group, Inc.

This OFFICIAL NOTICE shall remain posted for three full years from date of signing.

“EXHIBIT A”