

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

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
Plaintiff,

v.

PETROFAC SERVICES, INC.
Defendant.

§
§
§
§
§
§
§
§
§

CIVIL ACTION NO. 4:06-cv-01563

JURY TRIAL DEMANDED

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

I. Background and History of Proceedings

A. Charging Party Megan Poe ("Charging Party") filed a charge of discrimination with the Commission (Charge No. 330-2005-02640) alleging Defendant violated the Equal Pay Act of 1963 and Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et seq.*

B. On May 8, 2006, after investigating the Charge and finding discrimination, the Commission commenced this action alleging that Defendant's conduct constituted wage discrimination on the basis of sex in violation of Sections 206 and 215 of the Equal Pay Act.

C. Defendants 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. Defendant's consent to the entry of this Decree nor any of the terms set forth in it shall not constitute or be

construed as an admission of any Equal Pay Act 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-06-01563 and the above-referenced Charge on behalf of Megan Poe. This Consent Decree remains in effect for three years from the date of entry. ("Consent Period")
2. During the Consent Period, Defendant and all of its employees and affiliated companies that are covered by the Equal Pay Act are enjoined from engaging 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 are enjoined from retaliating against any individual who has opposed any practice made an unlawful employment practice under the Equal Pay Act or who has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under the Equal Pay Act.
3. During the Consent Period, Defendant and all of its employees and affiliated companies that are covered by the Equal Pay Act are enjoined from engaging in any employment practice which discriminates against female employees because of their sex in violation of the Equal Pay Act.

4. During the Consent Period, on an annual basis, Defendant will provide, using either an attorney or an independent experienced training person or group, a live and interactive program on the illegality of employment discrimination regarding recruitment, hiring, and wage decisions, and such training shall include a discussion of the law relating to the Equal Pay Act and the illegality of gender based wage discrimination to all human resources professionals and management level and above employees located in Texas or whose job responsibilities include making wage decisions for employees whose worksite is in Texas. The minimum duration of each training shall be two (2) hours. The first such training shall be completed by March 1, 2007 or within six (6) months from the date the Consent Decree is entered, whichever is later. Defendants shall submit to the EEOC, each year at least thirty days in advance of the program, for the EEOC's approval, 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 will administer the training shall have at least five years of experience in labor and employment law. The presenter must be approved by the EEOC through its counsel. 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 Defendant and also copies shall be forwarded to the EEOC within thirty (30) days of the delivery of the training.
5. Defendant agrees that within ten (10) days after entry of this Decree, it will remove from Ms. Poe's personnel file any documents referencing her charge of

discrimination, the Commission's lawsuit or this Consent Decree entered in resolution of the lawsuit. These documents shall not be part of her personnel file but shall be kept segregated in a separate, confidential folder. Further, Defendant agrees that its HR Managers, General Manager and other managerial level employees shall not reference any facts or information relating to the charge, the lawsuit or the Consent Decree to any potential employer of Charging Party that seeks a job reference regarding Poe from Defendant. It further agrees to provide in response to any written or verbal inquires from potential employers a neutral job reference, stating her dates of employment, position or title, ending salary. Defendant shall not reference her charge of discrimination, the Commission's lawsuit or this Consent Decree to any potential employer.

6. Defendant agrees that within ten (10) days after entry of this Decree, they will conspicuously post the attached notice (Exhibit "A") in an area accessible to all employees at its Houston, Texas location for the duration of the Decree.
7. During the Consent Period, Defendant will provide to the EEOC, on a semi-annual basis, a copy of all complaints of sex based wage discrimination or wage disparity made by any employee and shall describe Defendant's investigation of the complaint, the results of the investigation and describe any pay changes made as a result of its investigation. The documents provided to the EEOC shall also identify the name and title of the persons involved in the complaint and investigation.
8. During the Consent Period, Defendant agrees that when placing job advertisements for the positions of Buyer, Senior Buyer or Buyer/Expediter, it shall

state that it is an equal employment opportunity employer and that it is seeking qualified female and male applicants for the jobs. Pictorial ads should feature a female.

9. During the Consent Period, Defendant agrees to provide the Commission with bi-annual reports containing the name, gender and salary of those persons in the Buyer, Senior Buyer or Buyer/Expediter positions.
10. Defendant agrees to pay the total sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), less legally required tax deductions, in full and final settlement of the Commission's lawsuit to provide monetary relief to Megan Poe. Said sum shall be paid within fifteen (15) days from the date of entry of the Decree. Defendant shall mail or deliver the settlement check to Ms. Poe at the address provided by the Commission to Defendant. A copy of the check disbursed to Ms. Poe shall be mailed to the Commission's undersigned counsel of record on the same day the check is mailed to her.
11. As a condition to payment of the monies described in paragraph 10, Megan Poe shall execute a full, final, complete and general release of all claims relating to her employment and/or termination thereof in the form set forth by the Settlement Agreement and Full and Final Release of Claims provided by Petrofac's counsel.
12. The sum payable to the Charging Party may be subject to federal income tax. Defendant agrees to issue appropriate Internal Revenue Service Forms to Charging Party for all sums paid pursuant to this Consent Decree not later than January 31, 2008, at the address to which the settlement check referenced in paragraph 10 is delivered.

13. Each party to this action shall bear their own costs and attorney's fees.
14. 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.
15. During the Consent Period, 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 Commission is specifically authorized to seek Court-ordered enforcement of this Decree in the event of a breach of any of the provisions herein.
16. The Commission agrees that, in the event the Commission believes Defendant is in violation of any provision of this Consent Decree, the Commission shall notify Defendant, through its undersigned counsel, of such violation and afford Defendant the opportunity to remedy as may be appropriate any such alleged violation within 30 days of such notice, before instituting any legal action to enforce such provision(s).
17. Nothing in this Consent Decree shall be construed to preclude the Commission from filing a separate action under Equal Pay Act, or any other statute which the Commission enforces in the future for any alleged violations by Defendant not resolved by this Decree.
18. Each signatory certifies that he/she is authorized to execute this document on behalf of the party whom he/she represents.

Signed this 20th day of February, 2007 at Houston,
Texas.



Keith P. Ellison
United States District Judge

AGREED AND CONSENTED TO:

ATTORNEY FOR PLAINTIFF
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

By: 
Kathy D. Boutchee
TBN: 02717500
SDN: 10145
Equal Employment Opportunity
Commission
1919 Smith Street, 7th Floor
Houston, Texas 77002
(713) 209-3399
Fax: (713) 209-3402

ATTORNEY FOR DEFENDANT
PETROFAC SERVICES, INC.

By: 
Mark J. Overt
TBN: 00789951
SDN: 17918
Seyfarth Shaw, L.L.P.
700 Louisiana Street, Suite 3700
Houston, Texas 77002
(713) 225-2300
Fax: (713) 225-2340