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SUPREME COURT OF THE UNITED STATES

No. 99–1823

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,
PETITIONER *v.* WAFFLE HOUSE, INC.**

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE FOURTH CIRCUIT

[January 15, 2002]

JUSTICE STEVENS delivered the opinion of the Court.

The question presented is whether an agreement between an employer and an employee to arbitrate employment-related disputes bars the Equal Employment Opportunity Commission (EEOC) from pursuing victim-specific judicial relief, such as backpay, reinstatement, and damages, in an enforcement action alleging that the employer has violated Title I of the Americans with Disabilities Act of 1990 (ADA), 104 Stat. 328, 42 U. S. C. §12101 *et seq.* (1994 ed. and Supp. V).

I

In his application for employment with respondent, Eric Baker agreed that “any dispute or claim” concerning his employment would be “settled by binding arbitration.”¹ As

¹The agreement states: “The parties agree that any dispute or claim concerning Applicant’s employment with Waffle House, Inc., or any subsidiary or Franchisee of Waffle House, Inc., or the terms, conditions or benefits of such employment, including whether such dispute or claim is arbitrable, will be

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a condition of employment, all prospective Waffle House employees are required to sign an application containing a similar mandatory arbitration agreement. See App. 56. Baker began working as a grill operator at one of respondent's restaurants on August 10, 1994. Sixteen days later he suffered a seizure at work and soon thereafter was discharged. *Id.*, at 43–44. Baker did not initiate arbitration proceedings, nor has he in the seven years since his termination, but he did file a timely charge of discrimination with the EEOC alleging that his discharge violated the ADA.

After an investigation and an unsuccessful attempt to conciliate, the EEOC filed an enforcement action against respondent in the Federal District Court for the District of South Carolina,² pursuant to §107(a) of the ADA, 42 U. S. C. §12117(a) (1994 ed.), and §102 of the Civil Rights Act of 1991, as added, 105 Stat. 1072, 42 U. S. C. §1981a (1994 ed.). Baker is not a party to the case. The EEOC's complaint alleged that respondent engaged in employment practices that violated the ADA, including its discharge of

settled by binding arbitration. The arbitration proceedings shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration is made. A decision and award of the arbitrator made under the said rules shall be exclusive, final and binding on both parties, their heirs, executors, administrators, successors and assigns. The costs and expenses of the arbitration shall be borne evenly by the parties." App. 59.

²Because no evidence of the employment practices alleged in the complaint has yet been presented, we of course express no opinion on the merits of the EEOC's case. We note, on the one hand, that the state human rights commission also investigated Baker's claim and found no basis for suit. On the other hand, the EEOC chooses to file suit in response to only a small number of the many charges received each year, see n. 7, *infra*. In keeping with normal appellate practice in cases arising at the pleading stage, we assume, *arguendo*, that the EEOC's case is meritorious.

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Baker “because of his disability,” and that its violation was intentional, and “done with malice or with reckless indifference to [his] federally protected rights.” The complaint requested the court to grant injunctive relief to “eradicate the effects of [respondent’s] past and present unlawful employment practices,” to order specific relief designed to make Baker whole, including backpay, reinstatement, and compensatory damages, and to award punitive damages for malicious and reckless conduct. App. 38–40.

Respondent filed a petition under the Federal Arbitration Act (FAA), 9 U. S. C. §1 *et seq.*, to stay the EEOC’s suit and compel arbitration, or to dismiss the action. Based on a factual determination that Baker’s actual employment contract had not included the arbitration provision, the District Court denied the motion. The Court of Appeals granted an interlocutory appeal and held that a valid, enforceable arbitration agreement between Baker and respondent did exist. 193 F. 3d 805, 808 (CA4 1999). The court then proceeded to consider “what effect, if any, the binding arbitration agreement between Baker and Waffle House has on the EEOC, which filed this action in its own name both in the public interest and on behalf of Baker.” *Id.*, at 809. After reviewing the relevant statutes and the language of the contract, the court concluded that the agreement did not foreclose the enforcement action because the EEOC was not a party to the contract, and it has independent statutory authority to bring suit in any federal district court where venue is proper. *Id.*, at 809–812. Nevertheless, the court held that the EEOC was precluded from seeking victim-specific relief in court because the policy goals expressed in the FAA required giving some effect to Baker’s arbitration agreement. The majority explained:

“When the EEOC seeks ‘make-whole’ relief for a

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charging party, the federal policy favoring enforcement of private arbitration agreements outweighs the EEOC's right to proceed in federal court because in that circumstance, the EEOC's public interest is minimal, as the EEOC seeks primarily to vindicate private, rather than public, interests. On the other hand, when the EEOC is pursuing large-scale injunctive relief, the balance tips in favor of EEOC enforcement efforts in federal court because the public interest dominates the EEOC's action." *Id.*, at 812.³

Therefore, according to the Court of Appeals, when an employee has signed a mandatory arbitration agreement, the EEOC's remedies in an enforcement action are limited to injunctive relief.

Several Courts of Appeals have considered this issue and reached conflicting conclusions. Compare *EEOC v. Frank's Nursery & Crafts, Inc.*, 177 F. 3d 448 (CA6 1999) (employee's agreement to arbitrate does not affect the EEOC's independent statutory authority to pursue an enforcement action for injunctive relief, backpay, and damages in federal court), with *EEOC v. Kidder, Peabody & Co.*, 156 F. 3d 298 (CA2 1998) (allowing the EEOC to pursue injunctive relief in federal court, but precluding monetary relief); *Merrill, Lynch, Pierce, Fenner and Smith, Inc. v. Nixon*, 210 F. 3d 814 (CA8), cert. denied, 531 U. S. 958 (2000) (same). We granted the EEOC's petition for certiorari to resolve this conflict, 532 U. S. 941 (2001), and now reverse.

II

Congress has directed the EEOC to exercise the same

³One member of the panel dissented because he agreed with the District Court that, as a matter of fact, the arbitration clause was not included in Baker's actual contract of employment. 193 F. 3d, at 813.

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enforcement powers, remedies, and procedures that are set forth in Title VII of the Civil Rights Act of 1964 when it is enforcing the ADA's prohibitions against employment discrimination on the basis of disability. 42 U. S. C. §12117(a) (1994 ed.).⁴ Accordingly, the provisions of Title VII defining the EEOC's authority provide the starting point for our analysis.

When Title VII was enacted in 1964, it authorized private actions by individual employees and public actions by the Attorney General in cases involving a "pattern or practice" of discrimination. 42 U. S. C. §2000e-6(a) (1994 ed.). The EEOC, however, merely had the authority to investigate and, if possible, to conciliate charges of discrimination. See *General Telephone Co. of Northwest v. EEOC*, 446 U. S. 318, 325 (1980). In 1972, Congress amended Title VII to authorize the EEOC to bring its own enforcement actions; indeed, we have observed that the 1972 amendments created a system in which the EEOC was intended "to bear the primary burden of litigation," *id.*, at 326. Those amendments authorize the courts to enjoin employers from engaging in unlawful employment practices, and to order appropriate affirmative action, which may include reinstatement, with or without backpay.⁵ Moreover,

⁴Section 12117(a) provides:

"The powers, remedies, and procedures set forth in sections 2000e-4, 2000e-5, 2000e-6, 2000e-8, and 2000e-9 of this title shall be the powers, remedies, and procedures this subchapter provides to the Commission, to the Attorney General, or to any person alleging discrimination on the basis of disability in violation of any provision of this chapter, or regulations promulgated under section 12116 of this title, concerning employment."

⁵"(g) Injunctions; appropriate affirmative action; equitable relief; accrual of back pay; reduction of back pay; limitations on judicial orders
"(1) If the court finds that the respondent has intentionally engaged

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the amendments specify the judicial districts in which such actions may be brought.⁶ They do not mention arbitration proceedings.

In 1991, Congress again amended Title VII to allow the recovery of compensatory and punitive damages by a “complaining party.” 42 U. S. C. §1981a(a)(1) (1994 ed.). The term includes both private plaintiffs and the EEOC, §1981a(d)(1)(A), and the amendments apply to ADA claims as well, §§1981a(a)(2), (d)(1)(B). As a complaining party, the EEOC may bring suit to enjoin an employer from engaging in unlawful employment practices, and to

in or is intentionally engaging in an unlawful employment practice charged in the complaint, the court may enjoin the respondent from engaging in such unlawful employment practice, and order such affirmative action as may be appropriate, which may include, but is not limited to, reinstatement or hiring of employees, with or without back pay (payable by the employer, employment agency, or labor organization, as the case may be, responsible for the unlawful employment practice), or any other equitable relief as the court deems appropriate. Back pay liability shall not accrue from a date more than two years prior to the filing of a charge with the Commission. Interim earnings or amounts earnable with reasonable diligence by the person or persons discriminated against shall operate to reduce the back pay otherwise allowable.” 42 U. S. C. §2000e–5(g)(1) (1994 ed.).

⁶Section 2000e–5(f)(3) provides:

“Each United States district court and each United States court of a place subject to the jurisdiction of the United States shall have jurisdiction of actions brought under this subchapter. Such an action may be brought in any judicial district in the State in which the unlawful employment practice is alleged to have been committed, in the judicial district in which the employment records relevant to such practice are maintained and administered, or in the judicial district in which the aggrieved person would have worked but for the alleged unlawful employment practice, but if the respondent is not found within any such district, such an action may be brought within the judicial district in which the respondent has his principal office. For purposes of sections 1404 and 1406 of title 28, the judicial district in which the respondent has his principal office shall in all cases be considered a district in which the action might have been brought.”

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pursue reinstatement, backpay, and compensatory or punitive damages. Thus, these statutes unambiguously authorize the EEOC to obtain the relief that it seeks in its complaint if it can prove its case against respondent.

Prior to the 1991 amendments, we recognized the difference between the EEOC's enforcement role and an individual employee's private cause of action in *Occidental Life Ins. Co. of Cal. v. EEOC*, 432 U. S. 355 (1977), and *General Telephone, supra*. *Occidental* presented the question whether EEOC enforcement actions are subject to the same statutes of limitations that govern individuals' claims. After engaging in an unsuccessful conciliation process, the EEOC filed suit in Federal District Court, on behalf of a female employee, alleging sex discrimination. The court granted the defendant's motion for summary judgment on the ground that the EEOC's claim was time barred; the EEOC filed suit after California's 1-year statute of limitations had run. We reversed because "under the procedural structure created by the 1972 amendments, the EEOC does not function simply as a vehicle for conducting litigation on behalf of private parties," 432 U. S., at 368. To hold otherwise would have undermined the agency's independent statutory responsibility to investigate and conciliate claims by subjecting the EEOC to inconsistent limitations periods.

In *General Telephone*, the EEOC sought to bring a discrimination claim on behalf of all female employees at General Telephone's facilities in four States, without being certified as the class representative under Federal Rule of Civil Procedure 23. 446 U. S., at 321–322. Relying on the plain language of Title VII and the legislative intent behind the 1972 amendments, we held that the EEOC was not required to comply with Rule 23 because it "need look no further than §706 for its authority to bring suit in its own name for the purpose, among others, of securing relief for a group of aggrieved individuals." *Id.*, at 324. In light

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of the provisions granting the EEOC exclusive jurisdiction over the claim for 180 days after the employee files a charge, we concluded that “the EEOC is not merely a proxy for the victims of discrimination and that [its] enforcement suits should not be considered representative actions subject to Rule 23.” *Id.*, at 326.

Against the backdrop of our decisions in *Occidental* and *General Telephone*, Congress expanded the remedies available in EEOC enforcement actions in 1991 to include compensatory and punitive damages. There is no language in the statute or in either of these cases suggesting that the existence of an arbitration agreement between private parties materially changes the EEOC’s statutory function or the remedies that are otherwise available.

III

The FAA was enacted in 1925, 43 Stat. 883, and then reenacted and codified in 1947 as Title 9 of the United States Code. It has not been amended since the enactment of Title VII in 1964. As we have explained, its “purpose was to reverse the longstanding judicial hostility to arbitration agreements that had existed at English common law and had been adopted by American courts, and to place arbitration agreements on the same footing as other contracts.” *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U. S. 20, 24 (1991). The FAA broadly provides that a written provision in “a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract . . . shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.” 9 U. S. C. §2. Employment contracts, except for those covering workers engaged in transportation, are covered by the Act. *Circuit City Stores, Inc. v. Adams*, 532 U. S. 105 (2001).

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The FAA provides for stays of proceedings in federal district courts when an issue in the proceeding is referable to arbitration, and for orders compelling arbitration when one party has failed or refused to comply with an arbitration agreement. See 9 U. S. C. §§3 and 4. We have read these provisions to “manifest a ‘liberal federal policy favoring arbitration agreements.’” *Gilmer*, 500 U. S., at 25 (quoting *Moses H. Cone Memorial Hospital v. Mercury Constr. Corp.*, 460 U. S. 1, 24 (1983)). Absent some ambiguity in the agreement, however, it is the language of the contract that defines the scope of disputes subject to arbitration. See *Mastrobuono v. Shearson Lehman Hutton, Inc.*, 514 U. S. 52, 57 (1995) (“[T]he FAA’s proarbitration policy does not operate without regard to the wishes of the contracting parties”). For nothing in the statute authorizes a court to compel arbitration of any issues, or by any parties, that are not already covered in the agreement. The FAA does not mention enforcement by public agencies; it ensures the enforceability of private agreements to arbitrate, but otherwise does not purport to place any restriction on a nonparty’s choice of a judicial forum.

IV

The Court of Appeals based its decision on its evaluation of the “competing policies” implemented by the ADA and the FAA, rather than on any language in the text of either the statutes or the arbitration agreement between Baker and respondent. 193 F. 3d, at 812. It recognized that the EEOC never agreed to arbitrate its statutory claim, *id.*, at 811 (“We must also recognize that in this case the EEOC is not a party to any arbitration agreement”), and that the EEOC has “independent statutory authority” to vindicate the public interest, but opined that permitting the EEOC to prosecute Baker’s claim in court “would significantly trample” the strong federal policy favoring arbitration

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because Baker had agreed to submit his claim to arbitration. *Id.*, at 812. To effectuate this policy, the court distinguished between injunctive and victim-specific relief, and held that the EEOC is barred from obtaining the latter because any public interest served when the EEOC pursues “make whole” relief is outweighed by the policy goals favoring arbitration. Only when the EEOC seeks broad injunctive relief, in the Court of Appeals’ view, does the public interest overcome the goals underpinning the FAA.⁷

⁷ This framework assumes the federal policy favoring arbitration will be undermined unless the EEOC’s remedies are limited. The court failed to consider, however, that some of the benefits of arbitration are already built into the EEOC’s statutory duties. Unlike individual employees, the EEOC cannot pursue a claim in court without first engaging in a conciliation process. 42 U. S. C. §2000e–5(b) (1994 ed.). Thus, before the EEOC ever filed suit in this case, it attempted to reach a settlement with respondent.

The court also neglected to take into account that the EEOC files suit in a small fraction of the charges employees file. For example, in fiscal year 2000, the EEOC received 79,896 charges of employment discrimination. Although the EEOC found reasonable cause in 8,248 charges, it only filed 291 lawsuits and intervened in 111 others. Equal Employment Opportunity Commission, Enforcement Statistics and Litigation (as visited Nov. 18, 2001), <http://www.eeoc.gov/stats/enforcement.html>. In contrast, 21,032 employment discrimination lawsuits were filed in 2000. See Administrative Office, Judicial Business of the United States Courts 2000, Table C–2A (Sept. 30, 2000). These numbers suggest that the EEOC files less than two percent of all antidiscrimination claims in federal court. Indeed, even among the cases where it finds reasonable cause, the EEOC files suit in less than five percent of those cases. Surely permitting the EEOC access to victim-specific relief in cases where the employee has agreed to binding arbitration, but has not yet brought a claim in arbitration, will have a negligible effect on the federal policy favoring arbitration.

JUSTICE THOMAS notes that our interpretation of Title VII and the FAA “should not depend on how many cases the EEOC chooses to prosecute in any particular year.” See *post*, at 18, n. 14 (dissenting opinion). And yet, the dissent predicts our holding will “reduce that

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If it were true that the EEOC could prosecute its claim only with Baker’s consent, or if its prayer for relief could be dictated by Baker, the court’s analysis might be persuasive. But once a charge is filed, the exact opposite is true under the statute—the EEOC is in command of the process. The EEOC has exclusive jurisdiction over the claim for 180 days. During that time, the employee must obtain a right-to-sue letter from the agency before prosecuting the claim. If, however, the EEOC files suit on its own, the employee has no independent cause of action, although the employee may intervene in the EEOC’s suit. 42 U. S. C. §2000e–5(f)(1) (1994 ed.). In fact, the EEOC takes the position that it may pursue a claim on the employee’s behalf even after the employee has disavowed any desire to seek relief. Brief for Petitioner 20. The statute clearly makes the EEOC the master of its own case and confers on the agency the authority to evaluate the strength of the public interest at stake. Absent textual support for a contrary view, it is the public agency’s province—not that of the court—to determine whether public resources should be committed to the recovery of victim-specific relief. And if the agency makes that determination, the statutory text unambiguously authorizes it to proceed in a judicial forum.

Respondent and the dissent contend that Title VII supports the Court of Appeals’ bar against victim-specific relief, because the statute limits the EEOC’s recovery to

arbitration agreement to all but a nullity,” *post*, at 12, “discourag[e] the use of arbitration agreements,” *post*, at 14, and “discourage employers from entering into settlement agreements,” *post*, at 16. These claims are highly implausible given the EEOC’s litigation practice over the past 20 years. When speculating about the impact this decision might have on the behavior of employees and employers, we think it is worth recognizing that the EEOC files suit in less than one percent of the charges filed each year.

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“appropriate” relief as determined by a court. See Brief for Respondent 19, and n. 8; *post*, at 4–6 (THOMAS, J., dissenting). They rely on §706(g)(1), which provides that, after a finding of liability, “the court may enjoin the respondent from engaging in such unlawful employment practice, and order *such affirmative action as may be appropriate*, which may include, but is not limited to, reinstatement or hiring of employees, with or without back pay . . . or *any other equitable relief as the court deems appropriate*.” 42 U. S. C. §2000e–5(g)(1) (1994 ed.) (emphasis added). They claim this provision limits the remedies available and directs courts, not the EEOC, to determine what relief is appropriate.

The proposed reading is flawed for two reasons. First, under the plain language of the statute the term “appropriate” refers to only a subcategory of claims for equitable relief, not damages. The provision authorizing compensatory and punitive damages is in a separate section of the statute, §1981a(a)(1), and is not limited by this language. The dissent responds by pointing to the phrase “may recover” in §1981a(a)(1), and arguing that this too provides authority for prohibiting victim-specific relief. See *post*, at 6, n. 7. But this contention only highlights the second error in the proposed reading. If “appropriate” and “may recover” can be read to support respondent’s position, then any discretionary language would constitute authorization for judge-made, *per se* rules. This is not the natural reading of the text. These terms obviously refer to the trial judge’s discretion in a particular case to order reinstatement and award damages in an amount warranted by the facts of that case. They do not permit a court to announce a categorical rule precluding an expressly authorized form of relief as inappropriate in all cases in which the employee has signed an arbitration

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agreement.⁸

The Court of Appeals wisely did not adopt respondent's reading of §706(g). Instead, it simply sought to balance the policy goals of the FAA against the clear language of Title VII and the agreement. While this may be a more coherent approach, it is inconsistent with our recent arbitration cases. The FAA directs courts to place arbitration agreements on equal footing with other contracts, but it "does not require parties to arbitrate when they have not agreed to do so." *Volt Information Sciences, Inc. v. Board of Trustees of Leland Stanford Junior Univ.*, 489 U. S. 468, 478 (1989).⁹ See also *Prima Paint Corp. v. Flood & Conklin*

⁸JUSTICE THOMAS implicitly recognizes this distinction by qualifying his description of the courts' role as determining appropriate relief "in any given case," or "in a particular case." See *post*, at 4, 6. But the Court of Appeals' holding was not so limited. 193 F. 3d 805, 812 (CA4 1999) (holding that the EEOC "may not pursue relief in court . . . specific to individuals who have waived their right to a judicial forum").

⁹In *Volt*, the parties to a construction contract agreed to arbitrate all disputes relating to the contract and specified that California law would apply. When one party sought to compel arbitration, the other invoked a California statute that authorizes a court to stay arbitration pending resolution of related litigation with third parties not bound by the agreement when inconsistent rulings are possible. We concluded that the FAA did not pre-empt the California statute because "the FAA does not confer a right to compel arbitration of any dispute at any time; it confers only the right to obtain an order directing that 'arbitration proceed in the manner provided for in [the parties'] agreement.'" 498 U. S., at 474–475 (quoting 9 U. S. C. §4). Similarly, the FAA enables respondent to compel Baker to arbitrate his claim, but it does not expand the range of claims subject to arbitration beyond what is provided for in the agreement.

Our decision in *Mastrobuono v. Shearson Lehman Hutton, Inc.*, 514 U. S. 52 (1995), is not inconsistent with this position. In *Mastrobuono*, we reiterated that clear contractual language governs our interpretation of arbitration agreements, but because the choice-of-law provision in that case was ambiguous, we read the agreement to favor arbitration under the FAA rules. *Id.*, at 62. While we distinguished *Volt* on the ground that we were reviewing a federal court's construction of the

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Mfg. Co., 388 U. S. 395, 404, n. 12 (1967) (“[T]he purpose of Congress in 1925 was to make arbitration agreements as enforceable as other contracts, but not more so”). Because the FAA is “at bottom a policy guaranteeing the enforcement of private contractual arrangements,” *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U. S. 614, 625 (1985), we look first to whether the parties agreed to arbitrate a dispute, not to general policy goals, to determine the scope of the agreement. *Id.*, at 626. While ambiguities in the language of the agreement should be resolved in favor of arbitration, *Volt*, 489 U. S., at 476, we do not override the clear intent of the parties, or reach a result inconsistent with the plain text of the contract, simply because the policy favoring arbitration is implicated. “Arbitration under the [FAA] is a matter of consent, not coercion.” *Id.*, at 479. Here there is no ambiguity. No one asserts that the EEOC is a party to the contract, or that it agreed to arbitrate its claims. It goes without saying that a contract cannot bind a nonparty. Accordingly, the proarbitration policy goals of the FAA do not require the agency to relinquish its statutory authority if it has not agreed to do so.

Even if the policy goals underlying the FAA did necessitate some limit on the EEOC’s statutory authority, the line drawn by the Court of Appeals between injunctive and victim-specific relief creates an uncomfortable fit with its avowed purpose of preserving the EEOC’s public function while favoring arbitration. For that purpose, the category of victim-specific relief is both overinclusive and underinclusive. For example, it is overinclusive because while

contract, 514 U. S., at 60, n. 4, regardless of the standard of review, in this case the Court of Appeals recognized that the EEOC was not bound by the agreement. When that much is clear, *Volt* and *Mastrobuono* both direct courts to respect the terms of the agreement without regard to the federal policy favoring arbitration.

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punitive damages benefit the individual employee, they also serve an obvious public function in deterring future violations. See *Newport v. Fact Concerts, Inc.*, 453 U. S. 247, 266–270 (1981) (“Punitive damages by definition are not intended to compensate the injured party, but rather to punish the tortfeasor . . . , and to deter him and others from similar extreme conduct”); Restatement (Second) of Torts §908 (1977). Punitive damages may often have a greater impact on the behavior of other employers than the threat of an injunction, yet the EEOC is precluded from seeking this form of relief under the Court of Appeals’ compromise scheme. And, it is underinclusive because injunctive relief, although seemingly not “victim-specific,” can be seen as more closely tied to the employees’ injury than to any public interest. See *Occidental*, 432 U. S., at 383 (REHNQUIST, J., dissenting) (“While injunctive relief may appear more ‘broad based,’ it nonetheless is redress for individuals”).

The compromise solution reached by the Court of Appeals turns what is effectively a forum selection clause into a waiver of a nonparty’s statutory remedies. But if the federal policy favoring arbitration trumps the plain language of Title VII and the contract, the EEOC should be barred from pursuing any claim outside the arbitral forum. If not, then the statutory language is clear; the EEOC has the authority to pursue victim-specific relief regardless of the forum that the employer and employee have chosen to resolve their disputes.¹⁰ Rather than

¹⁰We have held that federal statutory claims may be the subject of arbitration agreements that are enforceable pursuant to the FAA because the agreement only determines the choice of forum. “In these cases we recognized that [b]y agreeing to arbitrate a statutory claim, a party does not forgo the substantive rights afforded by the statute; it only submits to their resolution in an arbitral, rather than a judicial, forum.” [*Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U. S. 614, 628 (1985)].”

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attempt to split the difference, we are persuaded that, pursuant to Title VII and the ADA, whenever the EEOC chooses from among the many charges filed each year to bring an enforcement action in a particular case, the agency may be seeking to vindicate a public interest, not simply provide make-whole relief for the employee, even when it pursues entirely victim-specific relief. To hold otherwise would undermine the detailed enforcement scheme created by Congress simply to give greater effect to an agreement between private parties that does not even contemplate the EEOC's statutory function.¹¹

V

It is true, as respondent and its *amici* have argued, that

Gilmer v. Interstate/Johnson Lane Corp., 500 U. S. 20, 26 (1991). To the extent the Court of Appeals construed an employee's agreement to submit his claims to an arbitral forum as a waiver of the substantive statutory prerogative of the EEOC to enforce those claims for whatever relief and in whatever forum the EEOC sees fit, the court obscured this crucial distinction and ran afoul of our precedent.

¹¹If injunctive relief were the only remedy available, an employee who signed an arbitration agreement would have little incentive to file a charge with the EEOC. As a greater percentage of the work force becomes subject to arbitration agreements as a condition of employment, see *Voluntary Arbitration in Worker Disputes Endorsed by 2 Groups*, *Wall St. J.*, June 20, 1997, p. B2 (reporting that the American Arbitration Association estimates "more than 3.5 million employees are covered" by arbitration agreements designating it to administer arbitration proceedings), the pool of charges from which the EEOC can choose cases that best vindicate the public interest would likely get smaller and become distorted. We have generally been reluctant to approve rules that may jeopardize the EEOC's ability to investigate and select cases from a broad sample of claims. Cf. *EEOC v. Shell Oil Co.*, 466 U. S. 54, 69 (1984) ("[I]t is crucial that the Commission's ability to investigate charges of systemic discrimination not be impaired"); *Occidental Life Ins. Co. of Cal. v. EEOC*, 432 U. S. 355, 368 (1977).

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Baker's conduct may have the effect of limiting the relief that the EEOC may obtain in court. If, for example, he had failed to mitigate his damages, or had accepted a monetary settlement, any recovery by the EEOC would be limited accordingly. See, e.g., *Ford Motor Co. v. EEOC*, 458 U. S. 219, 231–232 (1982) (Title VII claimant “forfeits his right to backpay if he refuses a job substantially equivalent to the one he was denied”); *EEOC v. Goodyear Aerospace Corp.*, 813 F. 2d 1539, 1542 (CA9 1987) (employee's settlement “rendered her personal claims moot”); *EEOC v. U. S. Steel Corp.*, 921 F. 2d 489, 495 (CA3 1990) (individuals who litigated their own claims were precluded by res judicata from obtaining individual relief in a subsequent EEOC action based on the same claims). As we have noted, it “goes without saying that the courts can and should preclude double recovery by an individual.” *General Telephone*, 446 U. S., at 333.

But no question concerning the validity of his claim or the character of the relief that could be appropriately awarded in either a judicial or an arbitral forum is presented by this record. Baker has not sought arbitration of his claim, nor is there any indication that he has entered into settlement negotiations with respondent. It is an open question whether a settlement or arbitration judgment would affect the validity of the EEOC's claim or the character of relief the EEOC may seek. The only issue before this Court is whether the fact that Baker has signed a mandatory arbitration agreement limits the remedies available to the EEOC. The text of the relevant statutes provides a clear answer to that question. They do not authorize the courts to balance the competing policies of the ADA and the FAA or to second-guess the agency's judgment concerning which of the remedies authorized by law that it shall seek in any given case.

Moreover, it simply does not follow from the cases holding that the employee's conduct may affect the

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EEOC's recovery that the EEOC's claim is merely derivative. We have recognized several situations in which the EEOC does not stand in the employee's shoes. See *Occidental*, 432 U. S., at 368 (EEOC does not have to comply with state statutes of limitations); *General Telephone*, 446 U. S., at 326 (EEOC does not have to satisfy Rule 23 requirements); *Gilmer*, 500 U. S., at 32 (EEOC is not precluded from seeking classwide and equitable relief in court on behalf of an employee who signed an arbitration agreement). And, in this context, the statute specifically grants the EEOC exclusive authority over the choice of forum and the prayer for relief once a charge has been filed. The fact that ordinary principles of res judicata, mootness, or mitigation may apply to EEOC claims, does not contradict these decisions, nor does it render the EEOC a proxy for the employee.

The judgment of the Court of Appeals is reversed, and the case is remanded for further proceedings consistent with this opinion.

It is so ordered.