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NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States* v. *Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

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

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

No. 99–1823. Argued October 10, 2001—Decided January 15, 2002

Respondent's employees must each sign an agreement requiring employment disputes to be settled by binding arbitration. After Eric Baker suffered a seizure and was fired by respondent, he filed a timely discrimination charge with the Equal Employment Opportunity Commission (EEOC) alleging that his discharge violated Title I of the Americans with Disabilities Act of 1990 (ADA). The EEOC subsequently filed this enforcement suit, to which Baker is not a party, alleging that respondent's employment practices, including Baker's discharge "because of his disability," violated the ADA and that the violation was intentional and done with malice or reckless indifference. The complaint requested injunctive relief to "eradicate the effects of [respondent's] past and present unlawful employment practices"; specific relief designed to make Baker whole, including backpay, reinstatement, and compensatory damages; and punitive damages for malicious and reckless conduct. Respondent petitioned under the Federal Arbitration Act (FAA) to stay the EEOC's suit and compel arbitration, or to dismiss the action, but the District Court denied relief. The Fourth Circuit concluded that the arbitration agreement between Baker and respondent did not foreclose the enforcement action because the EEOC was not a party to the contract, but had independent statutory authority to bring suit in any federal district court where venue was proper. Nevertheless, the court held that the EEOC was limited to injunctive relief and precluded from seeking victim-specific relief because the FAA policy favoring enforcement of private arbitration agreements outweighs the EEOC's right to proceed in federal court when it seeks primarily to vindicate private, rather than public, interests.

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Held: An agreement between an employer and an employee to arbitrate employment-related disputes does not bar the EEOC from pursuing victim-specific judicial relief, such as backpay, reinstatement, and damages, in an ADA enforcement action. Pp. 5–18.

(a) The ADA directs the EEOC to exercise the same enforcement powers, remedies, and procedures that are set forth in Title VII of the Civil Rights Act of 1964 when enforcing the ADA's prohibitions against employment discrimination on the basis of disability. Following the 1991 amendments to Title VII, the EEOC has authority to bring suit to enjoin an employer from engaging in unlawful employment practices, and to pursue reinstatement, backpay, and compensatory or punitive damages, in both Title VII and ADA actions. Thus, these statutes unambiguously authorize the EEOC to obtain the relief that it seeks here if it can prove its case against respondent. Neither the statutes nor this Court's cases suggest that the existence of an arbitration agreement between private parties materially changes the EEOC's statutory function or the remedies otherwise available. Pp. 5–8.

(b) Despite the FAA policy favoring arbitration agreements, nothing in the FAA 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. Pp. 8–9.

(c) The Fourth Circuit based its decision on its evaluation of the "competing policies" implemented by the ADA and the FAA, rather than on any language in either the statutes or the arbitration agreement between Baker and respondent. If the EEOC could prosecute its claim only with Baker's consent, or if its prayer for relief could be dictated by Baker, the lower court's analysis might be persuasive. But once a charge is filed, the exact opposite is true under the ADA, which clearly makes the EEOC the master of its own case, conferring on it the authority to evaluate the strength of the public interest at stake and to determine whether public resources should be committed to the recovery of victim-specific relief. Moreover, the Court of Appeals' attempt to balance policy goals against the arbitration agreement's clear language is inconsistent with this Court's cases holding that the FAA does not require parties to arbitrate when they have not agreed to do so. *E.g., Volt Information Sciences, Inc.* v. *Board of Trustees of Leland Stanford Junior Univ.,* 489 U. S. 468, 478. Because the EEOC is not a party to the contract and has not agreed to arbitrate its claims, the FAA's proarbitration policy goals do not require the agency to relinquish its statutory authority to pursue victim-

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specific relief, regardless of the forum that the employer and employee have chosen to resolve their disputes. Pp. 9–16.

(d) Although an employee's conduct may effectively limit the relief the EEOC can obtain in court if, for example, the employee fails to mitigate damages or accepts a monetary settlement, see, *e.g.*, *Ford Motor Co.* v. *EEOC,* 458 U. S. 219, 231–232, Baker has not sought arbitration, nor is there any indication that he has entered into settlement negotiations with respondent. The fact that ordinary principles of res judicata, mootness, or mitigation may apply to EEOC claims does not mean the EEOC's claim is merely derivative. This Court has recognized several situations in which the EEOC does not stand in the employee's shoes, see, *e.g., Occidental Life Ins. Co. of Cal.* v. *EEOC,* 432 U. S. 355, 368, 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. Pp. 16–18.

193 F. 3d 805, reversed and remanded.

STEVENS, J., delivered the opinion of the Court, in which O'CONNOR, KENNEDY, SOUTER, GINSBURG, and BREYER, JJ., joined. THOMAS, J., filed a dissenting opinion, in which REHNQUIST, C. J., and SCALIA, J., joined.