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Supreme Court of the United States

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[***759] [**756]

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 [***760] 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.

Held: An agreement between an employer and an employee to arbitrate employment-related [**757] disputes does not bar the EEOC from pursuing victim-specific judicial relief, such as backpay, reinstatement, and damages, in an ADA enforcement action. Pp. 285-298.

- (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 [*280] 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. 285-288.

(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. 288-289.

(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 [***761] 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-specific relief, regardless of the forum that the employer and employee have chosen to resolve their disputes. Pp. 290-296.

(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 [***281**] *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. 296-298.

[193 F.3d 805](#), reversed and remanded.[****758**]

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 RHNQUIST, C. J., and SCALIA, J., joined, *post*, p. 298.

Paul D. Clement argued the cause for petitioner. With him on the briefs were *Solicitor General Olson*, *Acting Solicitor General Underwood*, *Acting Assistant Attorney General Yeomans*,

James A. Feldman, *Gwendolyn Young Reams*, *Philip B. Sklover*, *Lorraine C. Davis*, and *Robert J. Gregory*.

David L. Gordon argued the cause for respondent. With him on the brief were *D. Gregory Valenza*, *Stephen F. Fisher*, and *Thomas C. Goldstein*[***282**] .:

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 a [***283**] condition of employment, all prospective [*****762**] 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 Baker "because of his disability," and that its violation was intentional, and "done with malice or with reckless indifference to [his] federally protected **[**759]** rights." The complaint requested the court to grant injunctive relief to "eradicate the effects of [respondent's] past and present unlawful employment practices," **[*284]** 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 **[***763]** 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 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 **[*285]** 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

☑ EEOC v. Waffle House, Inc., 534 U.S. 279, 122 S. Ct. 754, 151 L. Ed. 2d 755, 12 AD Cases 1001, 70 U.S.L.W. 4081 (2002), Court Opinion

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 & 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 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 **[**760]** Accordingly, the provisions of Title VII defining **[*286]** the EEOC's authority provide the starting point for our analysis.

[1] 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 **[**764]** 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, the amendments specify the judicial districts in which such actions may be brought.⁶ They do not mention arbitration proceedings. **[*287]**

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 pursue reinstatement, backpay, and compensatory or punitive damages. Thus, these statutes unambiguously authorize the EEOC to obtain the relief that it seeks in **[**761]** 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 Co. of Northwest v. EEOC, [446 U.S. 318](#) (1980). *Occidental* presented the question whether EEOC enforcement actions are subject to the same statutes of limitations that govern individuals' claims. [***765] 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 [*288] 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 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 statutes 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 [*289] . 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 upon 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 [***766] FAA. *Circuit City Stores, Inc. v. Adams*, [532 U.S. 105](#) (2001).

[2] 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 [**762] 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. [*290]

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 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. [***767] [*291]

If it were true that the EEOC could prosecute its claim only with Baker's consent, [**763] 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

[*292] 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 "appropriate" relief as determined by a court. See Brief for Respondent 19, and n. 8; [post](#), at 301-303 (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 [***768] EEOC, to determine what relief is appropriate.

[3] 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 303, 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 [*293] 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 agreement. § [**764]

[4] 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 [*294] also *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395, 404, n. 12 (1967)[***769] ("[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 [*295] punitive damages benefit the individual employee, they also serve an obvious public function in deterring future [**765] 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 [***770] 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 attempt to split the difference, we are [*296] 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

[5] It is true, as respondent and its *amici* have argued, that Baker's conduct may have the effect of limiting the [**766] 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 [*297] 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." [***771] *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 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 [*298] 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.

JUSTICE THOMAS, with whom THE CHIEF JUSTICE and JUSTICE SCALIA join, dissenting.

The Court holds today that the Equal Employment Opportunity Commission (EEOC or Commission) may obtain victim-specific remedies in court on behalf of an employee who had agreed to arbitrate discrimination claims against his employer. This decision conflicts with both the Federal Arbitration Act (FAA), [9 U.S.C. §1 et seq.](#), and the basic principle that the EEOC must take a victim of discrimination as it finds him. Absent explicit statutory authorization to the contrary, I cannot agree that the EEOC may do

on behalf of an employee that which an employee has agreed not to do for himself. Accordingly, I would affirm the judgment of the Court of Appeals. **[**767]**

I

Before starting work as a grill **[***772]** operator for respondent Waffle House, Inc., Eric Scott Baker filled out and signed an employment application. This application included an arbitration clause providing 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, **[*299]** conditions or benefits of such employment . . . will be settled by binding arbitration." App. 59.

The Court does not dispute that the arbitration agreement between Waffle House and Baker falls comfortably within the scope of the FAA, see *Circuit City Stores, Inc. v. Adams*, **532 U.S. 105** (2001), which 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 or transaction . . . shall be valid, irrevocable, and enforceable." **9 U.S.C. §2** . Neither does the Court contest that claims arising under federal employment discrimination laws, such as Baker's claim that Waffle House discharged him in violation of the Americans with Disabilities Act of 1990 (ADA), **42 U.S.C. §12101 et seq.** (1994 ed. and Supp. V), may be subject to compulsory arbitration. See *Gilmer v. Interstate/Johnson Lane Corp.*, **500 U.S. 20, 23** (1991) (holding that a claim arising under the Age Discrimination in Employment Act of 1967

(ADEA), **29 U.S.C. §621 et seq.** (1994 ed.), may be subject to compulsory arbitration).¹ The Court therefore does not dispute that **[*300]** Baker, by signing an arbitration agreement, waived his ability either to bring an ADA claim against Waffle House in court or, consequently, to obtain relief for himself in that forum.

The EEOC, in its complaint, sought to obtain the victim-specific relief for Baker that he could not seek for himself, asking a court to make Baker whole by providing reinstatement with backpay and compensatory damages and to pay Baker punitive damages.² App. 39-40. In its responses to interrogatories and directives to produce filed the same day as its complaint, the EEOC **[***773]** stated unambiguously: "All amounts recovered from Defendant Employer in this litigation will be received directly by Mr. Baker based on his charge of discrimination against Defendant Employer." *Id.*, at 52. The EEOC also admitted that it was "bring[ing] this action **[**768]** on behalf of Eric Scott Baker."³ *Id.*, at 51.

By allowing the EEOC to obtain victim-specific remedies for Baker, the Court therefore concludes that the EEOC may do "on behalf of . . . Baker" that which he cannot do for himself. The Court's conclusion rests upon the following premise advanced by the EEOC: An arbitration agreement between an employer and an employee may not limit the remedies that the Commission may obtain in court because **[*301]** Title VII "grants the EEOC the right to obtain all statutory remedies in any action it brings."⁴ Brief for Petitioner 17. The EEOC contends that "the statute in clear terms authorizes [it] to obtain all of the listed forms of relief," referring to those types of relief set forth in **42 U.S.C. §2000e-5(g)(1)** (1994 ed.) (including injunctive relief and reinstatement with backpay) as well as the forms

of relief listed in §[1981a\(a\)\(1\)](#) (compensatory and punitive damages). Brief for Petitioner 17-18. Endorsing the EEOC's position, the Court concludes that "these statutes unambiguously authorize the EEOC to obtain the relief that it seeks in its complaint if it can prove its case against respondent." *Ante*, at 287.

The Court's position, however, is inconsistent with the relevant statutory provision. For while the EEOC has the statutory right to *bring* suit, see §[2000e-5\(f\)\(1\)](#), it has no statutory entitlement to *obtain* a particular remedy. Rather, the plain language of §[2000e-5\(g\)\(1\)](#) makes clear that it is a *court's* role to decide whether to "enjoin the respondent . . . , 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*." (Emphasis added.) Whether a particular remedy is "appropriate" in any given case is a question for a court and not for the EEOC.[§] See *Albemarle Paper Co. v. Moody*, [422 U.S. 405, 415-416](#) (1975)[*302] ("The [Title VII] scheme implicitly recognizes [***774] that there may be cases calling for one remedy but not another, and . . . these choices are, of course, left in the first instance to the district courts"); *Selgas v. American Airlines, Inc.*, [104 F.3d 9, 13](#), n. 2 (CA1 1997) ("It is clear that in a Title VII case, it is the court which has discretion to fashion relief comprised of the equitable remedies it sees as appropriate, and not the parties which may determine which equitable remedies are available").

Had Congress wished to give the EEOC the authority to determine whether a particular remedy is appropriate under §[2000e-5](#), it clearly knew how to draft language to that effect. See §

[2000e-16\(b\)](#) (providing that the EEOC shall have the authority to enforce § 2000e-16(a)'s prohibition of employment discrimination within federal agencies "through appropriate remedies, including reinstatement or hiring [****769**] of employees with or without back pay, as will effectuate the policies of this section"). But Congress specifically declined to grant the EEOC such authority when it empowered the Commission to bring lawsuits against private employers. Both the original House version and the original Senate version of the Equal Employment Opportunity Act of 1972 would have granted the EEOC powers similar to those possessed by the National Labor Relations Board to adjudicate a complaint and implement a remedy. See H. R. 1746, 92d Cong., 1st Sess., §706(h) (1971), and S. 2515, 92d Cong., 1st Sess., §4(h) (1971), reprinted in Legislative History of the Equal Employment Opportunity Act of 1972, pp. 7-8, 164-165. These bills were amended, however, once they reached the floor of both Houses of Congress to replace such "cease-and-desist" authority with the power only to prosecute an [***303**] action in court. See 117 Cong. Rec. 32088-32111 (1971); 118 Cong. Rec. 3965-3979 (1972).

The statutory scheme enacted by Congress thus entitles neither the EEOC nor an employee, upon filing a lawsuit, to obtain a particular remedy by establishing that an employer discriminated in violation of the law.[§] In both cases, [42 U.S.C. §2000e-5\(g\)\(1\)](#) governs, and that provision unambiguously requires a *court* to determine what relief is "appropriate" in a particular case.^z [*****775**]

II

Because Congress has not given the EEOC the authority to usurp the traditional role of courts to determine what constitutes "appropriate" relief in a given case, it is necessary to examine whether it would be "appropriate" to allow the EEOC to obtain victim-specific relief for Baker here, notwithstanding the fact that Baker, by signing an arbitration [*304] agreement, has waived his ability to seek such relief on his own behalf in a judicial forum. For two reasons, I conclude it is not "appropriate" to allow the EEOC to do on behalf of Baker that which Baker is precluded from doing for himself.

A

To begin with, when the EEOC litigates to obtain relief on behalf of a particular employee, the Commission must take that individual as it finds him. Whether the EEOC or an employee files a particular lawsuit, the employee is the ultimate beneficiary of victim-specific relief. The relevance of the employee's circumstances therefore does not change simply because the EEOC, rather than the employee himself, is litigating the case, and a court must consider these circumstances in fashioning an "appropriate" remedy. ⁸ [**770]

As a result, the EEOC's ability to obtain relief is often limited by the actions of an employee on whose behalf the Commission may wish to bring a lawsuit. If an employee signs an agreement to waive or settle discrimination claims against an employer, for example, the EEOC may not recover victim-specific relief on that employee's behalf. See, e.g., *EEOC v. Cosmair, Inc.*, [821 F. 2d 1085, 1091](#) (CA5 1987); *EEOC v. Goodyear Aerospace Corp.*, [813 F. 2d 1539, 1543](#) (CA9 1987); see also EEOC: Guidance on Waivers

Under the ADA and Other Civil Rights Laws, EEOC Compliance Manual (BNA) N:2345, N:2347 (Apr. 10, 1997) (hereinafter EEOC Compliance Manual) (recognizing that a valid waiver or settlement [*305] agreement precludes the EEOC from recovering victim-specific relief for an employee). In addition, an employee who fails to mitigate his damages limits his ability to obtain relief, whether he files his own lawsuit or the EEOC files an action on his behalf. See *Ford Motor Co. v. EEOC*, [458 U.S. 219, 231-232](#) (1982). An employee's unilateral attempt to pursue his own discrimination claim may also limit the EEOC's ability to obtain victim-specific relief for that employee. If a court rejects the merits of a claim in a private lawsuit brought by an employee, for example, res judicata bars the EEOC from recovering victim-specific relief on behalf of that employee in a later action. See, e.g., *EEOC v. Harris Chernin, Inc.*, [10 F.3d 1286, 1291](#) (CA7 1993)[***776] .

In all of the aforementioned situations, the same general principle applies: To the extent that the EEOC is seeking victim-specific relief in court for a particular employee, it is able to obtain no more relief for that employee than the employee could recover for himself by bringing his own lawsuit. The EEOC, therefore, should not be able to obtain victim-specific relief for Baker in court through its own lawsuit here when Baker waived his right to seek relief for himself in a judicial forum by signing an arbitration agreement.

The Court concludes that the EEOC's claim is not "merely derivative" of an employee's claim and argues that "[w]e have recognized several situations in which the EEOC does not stand in the employee's shoes." *Ante*, at 297. The Court's opinion, however, attacks a straw man because this case does not turn on whether the EEOC's

"claim" is wholly derivative of an employee's "claim." Like the Court of Appeals below, I do not question the EEOC's ability to seek declaratory and broad-based injunctive relief in a case where a particular employee, such as Baker, would not be able to pursue such relief in court. Rather, the dispute here turns on whether the EEOC's ability to obtain *victim-specific relief* is dependent upon the victim's ability to obtain such relief for himself. [*306]

The Court claims that three cases support its argument that the EEOC's claim is not "merely derivative" of an employee's claim. See *Gilmer v. Interstate/Johnson Lane Corp.*, [500 U.S., at 24](#) ; *General Telephone Co. of Northwest v. EEOC*, [446 U.S. 318, 325](#) (1980); *Occidental Life Ins. Co. of Cal. v. EEOC*, [432 U.S. 355, 368](#) (1977). Once the actual nature of the dispute is properly understood, however, it is apparent that these cases do not support the Court's position, for none of them suggests that the EEOC should be allowed to recover *victim-specific relief* on behalf of an employee who has waived his ability to obtain such relief for himself in court by signing a valid arbitration agreement. [**771]

In *Gilmer*, for example, this Court addressed whether arbitration procedures are inadequate in discrimination cases because they do not allow for "broad equitable relief and class actions." [500 U.S., at 32](#) . Rejecting this argument, the Court noted that valid arbitration agreements "will not preclude the EEOC from bringing actions seeking class-wide and equitable relief." *Ibid.* Conspicuously absent from the Court's opinion, however, was any suggestion that the EEOC could obtain *victim-specific relief* on behalf of an employee who had signed a valid arbitration agreement. Cf. *ibid.*

Similarly, in *General Telephone*, this Court held only that lawsuits filed by the EEOC should not be considered representative actions under Federal Rule of Civil Procedure [23](#) . In reaching this conclusion, the Court noted that "the EEOC is not merely a proxy for the victims of discrimination." [446 U.S., at 326](#) . To be sure, I agree that to the extent the EEOC seeks broad-based declaratory and equitable relief in court, the Commission undoubtedly acts both as a representative of a specific employee and to "vindicate the public interest in preventing employment discrimination." *Ibid.* But neither this dual function nor anything in *General Telephone* detracts from the proposition that when the EEOC seeks to secure *victim-specific relief* on behalf of an employee who has waived his ability to obtain such relief for himself in court by signing a valid arbitration agreement.

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Even the EEOC recognizes the dual nature of its role.⁹ See EEOC Compliance Manual N:2346 (citing *General Telephone*, [supra](#), at 326). In its compliance manual, the EEOC states that "every charge filed with the EEOC carries two potential claims for relief: the charging party's claim for individual relief, and the EEOC's claim to 'vindicate the public interest in preventing employment discrimination.'" EEOC Compliance Manual N:2346. It is for this reason that "a private agreement can eliminate an individual's right to personal recovery, [but] it cannot interfere with EEOC's right to enforce . . . the ADA . . . by seeking relief that will benefit the public and any victims of an employer's unlawful practices who have not validly waived their claims." *Id.*, at N:2347.¹⁰

In the final case cited by the Court, *Occidental Life Ins. Co. v. EEOC*, this Court held that state statutes of limitations [*308] do not apply to lawsuits brought by the EEOC, because "[u]nlike the typical litigant against whom a statute of limitations might appropriately run, the EEOC is required by law to refrain from commencing a civil action until it has discharged its administrative duties." [432 U.S., at 368](#) . The Court also noted that the 1-year statute of

limitations at issue in that case "could under some [***772] circumstances directly conflict with the timetable for administrative action expressly established in the 1972 Act." *Id.*, at 368-369 . Precluding the EEOC from seeking victim-specific remedies in court on behalf of an employee who has signed an arbitration agreement, however, would in no way impede the Commission from discharging its administrative duties nor would it directly conflict with any provision of the statute. In fact, such a result is entirely consistent with the federal policy underlying the Court's decision in *Occidental*: that employment discrimination claims should be resolved quickly and out of court. See [***778] [id.](#), at 368 .

B

Not only would it be "inappropriate" for a court to allow the EEOC to obtain victim-specific relief on behalf of Baker, to do so in this case would contravene the "liberal federal policy favoring arbitration agreements" embodied in the FAA. See *Moses H. Cone Memorial Hospital v. Mercury Constr. Corp.*, [460 U.S. 1, 24](#) (1983).

Under the terms of the FAA, Waffle House's arbitration agreement with Baker is valid and enforceable. See Part I, *supra*. The Court reasons, however, that the FAA is not implicated in this case because the EEOC was not a party to the arbitration agreement and "[i]t goes without saying that a contract cannot bind a nonparty." *Ante*, at 294. The Court's analysis entirely misses the point. The relevant question here is not whether the EEOC should be bound by Baker's agreement to arbitrate. Rather, it is whether a court should give effect to the

arbitration agreement between [*309] Waffle House and Baker or whether it should instead allow the EEOC to reduce that arbitration agreement to all but a nullity. I believe that the FAA compels the former course.¹¹

By allowing the EEOC to pursue victim-specific relief on behalf of Baker under these circumstances, the Court eviscerates Baker's arbitration agreement with Waffle House and liberates Baker from the consequences of his agreement. Waffle House gains nothing and, if anything, will be worse off in cases where the EEOC brings an enforcement action should it continue to utilize arbitration agreements in the future. This is because it will face the prospect of defending itself in two different forums against two different parties seeking precisely the same relief. It could face the EEOC in court and the employee in an arbitral forum.

The Court does not decide here whether an arbitral judgment would "affect the validity of the EEOC's claim or the character of relief the EEOC may seek" in court.¹² *Ante*, at 297. Given the reasoning in the Court's opinion, however, the proverbial handwriting is on the wall. If the EEOC indeed is "the master of its own case," *ante*, at 291, I do not see how an employee's independent decision to pursue arbitral proceedings could affect the validity of the "EEOC's claim" [*310] in court. Should this Court in a later case determine that an unfavorable arbitral judgment against an employee precludes the EEOC from seeking similar relief for that employee in [**773] court, then the [***779] Court's jurisprudence will stand for the following proposition: The EEOC may seek relief for an employee who has signed an arbitration agreement unless that employee decides that he would rather abide by his agreement and

arbitrate his claim. Reconciling such a result with the FAA, however, would seem to be an impossible task and would make a mockery of the rationale underlying the Court's holding here: that the EEOC is "the master of its own case." *Ante*, at 291.

Assuming that the Court means what it says, an arbitral judgment will *not* preclude the EEOC's claim for victim-specific relief from going forward, and courts will have to adjust damages awards to avoid double recovery. See *ante*, at 297. If an employee, for instance, is able to recover \$20,000 through arbitration and a court later concludes in an action brought by the EEOC that the employee is actually entitled to \$100,000 in damages, one assumes that a court would only award the EEOC an additional \$80,000 to give to the employee. Suppose, however, that the situation is reversed: An arbitrator awards an employee \$100,000, but a court later determines that the employee is only entitled to \$20,000 in damages. Will the court be required to order the employee to return \$80,000 to his employer? I seriously doubt it.

The Court's decision thus places those employers utilizing arbitration agreements at a serious disadvantage. Their employees will be allowed two bites at the apple—one in arbitration and one in litigation conducted by the EEOC—and will be able to benefit from the more favorable of the two rulings. This result, however, discourages the use of arbitration agreements and is thus completely inconsistent with the policies underlying the FAA.[*311]

C

While the Court explicitly decides today only "whether the fact that Baker has signed a mandatory arbitration agreement limits the remedies available to the EEOC," *ibid.*, its opinion sets this Court on a path that has no logical or principled stopping point. For example, if "[t]he statute clearly makes the EEOC the master of its own case," *ante*, at 291, and the filing of a charge puts the Commission "in command of the process," *ibid.*, then it is likely after this decision that an employee's decision to enter into a settlement agreement with his employer no longer will preclude the EEOC from obtaining relief for that employee in court.

While the Court suggests that ordinary principles of mootness "may apply to EEOC claims," *ante*, at 298, this observation, given the reasoning in the Court's opinion, seems largely beside the point. It should go without saying that mootness principles apply to EEOC claims. For instance, if the EEOC settles claims with an employer, the Commission obviously cannot continue to pursue those same claims in court. An employee's settlement agreement with an employer, however, does not "moot" an action brought by the EEOC nor does it preclude the EEOC from seeking broad-based relief. Rather, a settlement may only limit the EEOC's ability to obtain victim-specific relief for the employee signing the settlement agreement. See, *e.g.*, *Goodyear Aerospace Corp.*, [813 F. 2d, at 1541-1544](#) [***780] .

The real question addressed by the Court's decision today is whether an employee can enter into an agreement with an employer that limits the relief the EEOC may seek in court on that employee's behalf. And if, in the Court's view, an employee cannot compromise the EEOC's ability to obtain particular remedies by signing an

arbitration agreement, then I do not see how an employee may be permitted to do the exact same thing by signing a settlement agreement. See *Scherk v. Alberto-Culver Co.*, [417 U.S. 506](#) , [511](#) (1974)[*312] (noting that one purpose of the FAA is to place arbitration agreements "upon the same footing as other contracts" (citation omitted)). [**774] The Court's reasoning, for example, forecloses the argument that it would be inappropriate under [42 U.S.C. §2000e-5\(g\)\(1\)](#) for a court to award victim-specific relief in any case where an employee had already settled his claim. If the statutory provision, according to the Court, does 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 agreement," then it surely does not "constitute authorization for [a] judge-made, *per se* rul[e]" barring the EEOC from obtaining victim-specific remedies on behalf of an employee who has signed a valid settlement agreement. *Ante*, at 292, 293.

Unfortunately, it is therefore likely that under the logic of the Court's opinion the EEOC *now will be able* to seek victim-specific relief in court on behalf of employees who have already settled their claims. Such a result, however, would contradict this Court's suggestion in *Gilmer* that employment discrimination disputes "can be settled . . . without any EEOC involvement." [500 U.S., at 28](#) . More importantly, it would discourage employers from entering into settlement agreements and thus frustrate Congress' desire to expedite relief for victims of discrimination, see *Ford Motor Co. v. EEOC*, [458 U.S., at 221](#) ; *Occidental Life*, [432 U.S., at 364-365](#) , and to resolve employment discrimination disputes out of court. See [42 U.S.C. §12212](#) (encouraging alternative means of dispute

resolution, including settlement negotiations, to avoid litigation under the ADA).

III

Rather than allowing the EEOC to undermine a valid and enforceable arbitration agreement between an employer and an employee in the manner sanctioned by the Court today, I would choose a different path. As this Court has stated, **[*313]** courts are "not at liberty to pick and choose among congressional enactments, and when two statutes are capable of coexistence, it is the duty of the courts, absent a clearly expressed congressional intention to the contrary, to regard each as effective." *Pittsburgh & Lake Erie R. Co. v. Railway Labor Executives' Assn.*, [491 U.S. 490, 510](#) (1989). In this case, I think that the EEOC's statutory authority to enforce the ADA can be easily reconciled with the FAA.

Congress has not indicated that the ADA's enforcement scheme should be interpreted in a manner that undermines the FAA. Rather, in **[***781]** two separate places, Congress has specifically encouraged the use of arbitration to resolve disputes under the ADA. First, in the ADA itself, Congress stated: "Where appropriate and to the extent authorized by law, the use of alternative means of dispute resolution, including settlement negotiations, conciliation, facilitation, mediation, factfinding, minitrials, and arbitration, *is encouraged to resolve disputes arising under this chapter.*" [42 U.S.C. §12212](#) (emphasis added). Second, Congress used virtually identical language to encourage the use of arbitration to resolve disputes under the ADA in the Civil Rights Act of 1991. See Pub. L. 102-

166, § 118, [105 Stat. 1081](#) .13

The EEOC contends that these provisions do not apply to this dispute because the Commission has not signed an arbitration agreement with Waffle House and the provisions encourage arbitration "only when the parties have consented to arbitration." Reply Brief for Petitioner 17. Remarkably, the EEOC at the same time **[**775]** questions whether it even has the statutory authority to take this step. See Brief for Petitioner 22, n. 7**[*314]** . As a result, the EEOC's view seems to be that Congress has encouraged the use of arbitration to resolve disputes under the ADA only in situations where the EEOC does not wish to bring an enforcement action in court. This limiting principle, however, is nowhere to be found in [§12212](#) . The use of arbitration to resolve all disputes under the ADA is clearly "authorized by law." See Part I, *supra*. Consequently, I see no indication that Congress intended to grant the EEOC authority to enforce the ADA in a manner that undermines valid and enforceable arbitration agreements.¹⁴

In the last 20 years, this Court has expanded the reach and scope of the FAA, holding, for instance, that the statute applies even to state-law claims in state court and pre-empts all contrary state statutes. See *Allied-Bruce Terminix Cos. v. Dobson*, [513 U.S. 265](#) (1995); *Southland Corp. v. Keating*, [465 U.S. 1](#) (1984). I have not always agreed with this Court's jurisprudence in this area, see, e.g., *Allied-Bruce*, [supra](#), at [285-297](#) (THOMAS, J., dissenting), but it seems to me that what's good for the goose is good for the gander. The Court should not impose the FAA upon States in the **[***782]** absence of any indication that Congress intended such a result, see *Southland*, [supra](#), at [25-30](#) (O'CONNOR, J., dissenting), yet refuse to

interpret a federal statute in a manner [*315] compatible with the FAA, especially when Congress has expressly encouraged that claims under that federal statute be resolved through arbitration.

Given the utter lack of statutory support for the Court's holding, I can only conclude that its decision today is rooted in some notion that employment discrimination claims should be treated differently from other claims in the context of arbitration. I had thought, however, that this Court had decisively repudiated that principle in *Gilmer*. See [500 U.S., at 27-28](#) (holding that arbitration agreements can be enforced without contravening the "important social policies" furthered by the ADEA).

For all of these reasons, I respectfully dissent.

[fn](#)

* Briefs of *amici curiae* urging reversal were filed for the State of Missouri et al. by *Jeremiah W. (Jay) Nixon*, Attorney General of Missouri, *James R. Layton*, State Solicitor, and *Alana M. Barragan-Scott*, Deputy Solicitor, and by the Attorneys General for their respective jurisdictions as follows: *Bruce M. Botelho* of Alaska, *Janet Napolitano* of Arizona, *Mark Pryor* of Arkansas, *Bill Lockyer* of California, *Ken Salazar* of Colorado, *Robert A. Butterworth* of Florida, *Earl I. Anzai* of Hawaii, *James E. Ryan* of Illinois, *Steve Carter* of Indiana, *Thomas J. Miller* of Iowa, *Carla J. Stovall* of Kansas, *Richard P. Ieyoub* of Louisiana, *J. Joseph Curran, Jr.*, of Maryland, *Thomas F. Reilly* of Massachusetts, *Mike Hatch* of Minnesota, *Mike McGrath* of Montana, *Don Stenberg* of Nebraska, *Frankie Sue Del Papa* of Nevada, *John J. Farmer, Jr.*, of New Jersey, *Patricia A.*

Madrid of New Mexico, *Eliot Spitzer* of New York, *Betty D. Montgomery* of Ohio, *Sheldon Whitehouse* of Rhode Island, *Mark Barnett* of South Dakota, *Mark Shurtleff* of Utah, *William H. Sorrell* of Vermont, *Darrell V. McGraw, Jr.*, of West Virginia, and *Herbert D. Soll* of the Northern Mariana Islands; for the Maryland Commission on Human Relations et al. by *Lee D. Hoshall* and *Elizabeth Colette*; for AARP by *Thomas W. Osborne*, *Laurie A. McCann*, and *Melvin Radowitz*; for the American Federation of Labor and Congress of Industrial Organizations by *Jonathan P. Hiatt*, *James B. Coppess*, and *Laurence Gold*; for the Lawyers' Committee for Civil Rights Under Law et al. by *Paul W. Mollica*, *John Payton*, *Norman Redlich*, *Barbara R. Arnwine*, *Thomas J. Henderson*, *Karen K. Narasaki*, *Vincent A. Eng*, *Judith L. Lichtman*, *Martha F. Davis*, *Yolanda S. Wu*, *Marcia D. Greenberger*, and *Judith Appelbaum*; for the National Employment Lawyers Association et al. by *Michael Rubin*, *Scott A. Kronland*, *Cliff Palefsky*, *Steven R. Shapiro*, *Lenora M. Lapidus*, *F. Paul Bland, Jr.*, *Arthur H. Bryant*, and *Paula A. Brantner*; and for the National Whistleblower Center by *Stephen M. Kohn*, *Michael D. John*, and *David K. Colapinto*.

Briefs of *amici curiae* urging affirmance were filed for Associated Industries of Massachusetts et al. by *Michael E. Malamut*; for the Council for Employment Law Equity by *Walter Dellinger*, *Samuel Estreicher*, and *Mark A. de Bernardo*; and for the Equal Employment Advisory Council by *Ann Elizabeth Reesman* and *Rae T. Vann*.

[fn](#)

1 The 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 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.

[fn](#)

2 Because 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.

[fn](#)

3 One 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](#) .

[fn](#)

4 [Section 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."

[fn](#)

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 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.).

[fn](#)

6 Section [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."

[fn](#)

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. 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 fewer 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 fewer 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 314, n. 14 (dissenting opinion).

And yet, the dissent predicts our holding will

"reduce that arbitration agreement to all but a nullity," *post*, at 309, "discourag[e] the use of arbitration agreements," *post*, at 310, and "discourage employers from entering into settlement agreements," *post*, at 312. 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.

[fn](#)

8 JUSTICE 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 301, 303. 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").

[fn](#)

9 In *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." [489 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 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.

[fn](#)

10 We 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)]." *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.

[fn](#)

11 If 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 Street Journal, 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).

[fn](#)

1 Admittedly, this case involves a claim under the ADA while *Gilmer* addressed compulsory arbitration in the context of the ADEA. Nevertheless, I see no reason why an employee should not be required to abide by an agreement to arbitrate an ADA claim. In assessing whether Congress has precluded the enforcement of an arbitration agreement with respect to a particular statutory claim, this Court has held that a party should be held to an arbitration agreement "unless Congress itself has evinced an intention to preclude a waiver of judicial remedies for the statutory rights at issue." *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, [473 U.S. 614, 628](#) (1985). Here, the text of the ADA does not suggest that Congress intended for ADA claims to fall outside the purview of the FAA. Indeed, the ADA expressly encourages the use of arbitration and other forms of alternative dispute resolution, rather than litigation, to resolve claims under the statute: "Where appropriate and to the extent authorized by law, the use of alternative means of dispute resolution, including settlement negotiations, conciliation, facilitation, mediation, factfinding, minitrials, and arbitration, is encouraged to resolve disputes arising under this [Act]." [42 U.S.C. §12212](#) (1994 ed.).

[fn](#)

2 The EEOC, in its prayer for relief, also requested that the court enjoin Waffle House from engaging in any discriminatory employment practice and asked the court to order Waffle House to institute policies, practices, and programs which would provide equal employment opportunities for qualified individuals with disabilities, and which would eradicate the effect of its past and present unlawful employment practices. App. 39. The

Court of Appeals concluded that Baker's arbitration agreement did not preclude the EEOC from seeking such broad-based relief, and Waffle House has not appealed that ruling. See [193 F.3d 805, 813](#), n. 3 (CA4 1999).

[fn](#) 3 Although the EEOC's complaint alleged that Waffle House engaged in "unlawful employment *practices*," in violation of [§102\(a\)](#) of the ADA, [42 U.S.C. §12112\(a\)](#) (1994 ed.), it mentioned no instances of discriminatory conduct on the part of Waffle House other than its discharge of Baker. App. 38 (emphasis added).

[fn](#) 4 Title I of the ADA expressly incorporates "[t]he powers, remedies, and procedures set forth in [Title VII]." [42 U.S.C. §12117\(a\)](#). That includes the procedures applicable to enforcement actions as well as the equitable relief available under [§2000e-5\(g\)](#).

[fn](#) 5 The EEOC also points out that Title VII gives the EEOC, and not an individual victim of discrimination, the choice of forum when the EEOC files an enforcement action. See [§ 2000e-5\(f\)\(3\)](#). Since the statute gives the victim no say in the matter, the EEOC argues that an employee, by signing an arbitration agreement, should not be able to effectively negate *ex ante* the EEOC's statutory authority to choose the forum in which it brings suit. Brief for Petitioner 21-23. The Court, wisely, does not rely heavily on this argument since nothing in the Court of Appeals' decision prevents the EEOC from choosing to file suit in any appropriate judicial district set forth in [§ 2000e-5\(f\)\(3\)](#). Rather, the Court of Appeals' holding only limits the *remedies* that the

EEOC may obtain when it decides to institute a judicial action. See [193 F.3d, at 806-807](#).

[fn](#) 6 The Court, in fact, implicitly admits as much. Contradicting its earlier assertion that the "statutes unambiguously authorize the EEOC to obtain the relief *that it seeks* in its complaint if it can prove its case against respondent," *ante*, at 287 (emphasis added), the Court later concludes that the statutory scheme gives the trial judge "discretion in a particular case to order reinstatement and award damages in an amount warranted by the facts of that case." *Ante*, at 292-293.

[fn](#) 7 Similarly, the EEOC's authority to obtain legal remedies is also no greater than that of an employee acting on his own behalf. Title [42 U.S.C. §1981a\(a\)\(2\)](#), which was enacted as part of the Civil Rights Act of 1991, Pub. L. 102-166, [105 Stat. 1072](#), provides that the EEOC or an employee "*may recover* compensatory and punitive damages" in addition to the forms of relief authorized by [§ 2000e-5\(g\)\(1\)](#). (Emphasis added.) Nothing in [§1981a\(a\)](#), however, alters the fundamental proposition that it is for the judiciary to determine what relief (of all the relief that plaintiffs "may recover" under the statute) the particular plaintiff before the court *is entitled to*. The statutory language does not purport to grant the EEOC or an employee the absolute right to obtain damages in every case of proven discrimination, despite the operation of such legal doctrines as time bar, accord and satisfaction, or (as in this case) binding agreement to arbitrate.

[fn](#) 8 I agree with the Court that, in order to determine whether a particular remedy is

"appropriate," it is necessary to examine the specific facts of the case at hand. See *ante*, at 292-293. For this reason, the statutory scheme does not permit us to announce a categorical rule barring lower courts from ever awarding a form of relief expressly authorized by the statute. When the same set of facts arises in different cases, however, such cases should be adjudicated in a consistent manner. Therefore, this Court surely may specify particular circumstances under which it would be inappropriate for trial courts to award certain types of relief, such as victim-specific remedies.

[fn](#)

9 The EEOC has consistently recognized that the Commission represents individual employees when it files an action in court. In this case, for instance, the EEOC stated in its answers to interrogatories that it brought this action "on behalf of Eric Scott Baker." See Part I, *supra*. Moreover, the EEOC has maintained in numerous cases that its attorneys have an attorney-client relationship with charging parties and their communications with charging parties are therefore privileged. See, e.g., *EEOC v. Johnson & Higgins Inc.*, [78 FEP Cases 1127](#) (SDNY 1998); *EEOC v. McDonnell Douglas Corp.*, [948 F.Supp. 54](#) (ED Mo. 1996).

[fn](#)

10 This Court has recognized that victim-specific remedies also serve the public goals of antidiscrimination statutes. See, e.g., *McKennon v. Nashville Banner Publishing Co.*, [513 U.S. 352, 357-358](#) (1995). Nevertheless, when the EEOC is seeking such remedies, it is only serving the public interest to the extent that an employee seeking the same relief for himself through

litigation or arbitration would also be serving the public interest. It is when the EEOC is seeking broader relief that its unique role in vindicating the public interest comes to the fore. The Commission's motivation to secure such relief is likely to be greater than that of an individual employee, who may be primarily concerned with securing relief only for himself.

[fn](#)

11 The Court also reasons that "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." *Ante*, at 293, n. 9. The Court does not explain, however, how the EEOC's ADA claim on Baker's behalf differs in any meaningful respect from the ADA claim that Baker would have been compelled to submit to arbitration.

[fn](#)

12 In the vast majority of cases, an individual employee's arbitral proceeding will be resolved before a parallel court action brought by the EEOC. See Maltby, *Private Justice: Employment Arbitration and Civil Rights*, 30 Colum. Human Rights L. Rev. 29, 55 (1998) (reporting that in arbitration the average employment discrimination case is resolved in under nine months while the average employment discrimination case filed in federal district court is not resolved for almost two years).

[fn](#)

13 This provision states: "Where appropriate and to the extent authorized by law, the use of alternative means of dispute resolution, including settlement negotiations, conciliation, facilitation, mediation, factfinding, minitrials, and arbitration, is encouraged to resolve






disputes arising under the Acts or provisions of Federal law amended by this title." Among "the Acts or provisions of Federal law" amended by the Civil Rights Act of 1991 was the ADA. See Pub. L. 102-166 , §[118](#) , [105 Stat. 1081](#) .

[fn](#)

14 I do not see the relevance of the Court's suggestion that its decision will only "have a negligible effect on the federal policy favoring arbitration" because the EEOC brings relatively few lawsuits. *Ante*, at 291, n. 7. In my view, either the EEOC has been authorized by statute to undermine valid and

enforceable arbitration agreements, such as the one at issue in this case, or one should read the Commission's enforcement authority and the FAA in a harmonious manner. This Court's jurisprudence and the proper interpretation of the relevant statutes should not depend on how many cases the EEOC chooses to prosecute in any particular year. I simply see no statutory basis for the Court's implication that the EEOC has the authority to undermine valid and enforceable arbitration agreements so long as the Commission only opts to interfere with a relatively limited number of agreements.

Case Analysis (1,000 cases)

Case Analysis Summary		
	Positive	1,390
	Distinguished	19
	Caution	0
	Superseded	0
	Negative	0
Total		1,409

-   Cited in, Quoted  [Nichols v. Dwyer, No. 20-1232/1803, 2021 BL 185984 \(6th Cir. May 19, 2021\)](#)
-   Discussed in, Quoted  [Walsh v. Ariz. Logistics, Inc., No. 20-15765, 2021 BL 183797 \(9th Cir. May 18, 2021\)](#)
-   Cited in, Quoted  [One Lifestyle, Ltd. v. Mohiuddin, 2021-Ohio-1594 \(App. 10th Dist. 2021\)](#)
-   Cited in  [RECO Equip., Inc. v. Wilson, No. 2:20-cv-3556, 2021 BL 161127 \(S.D. Ohio Apr. 30, 2021\)](#)
-   Cited in, Quoted  [Wieland Corp. v. New Genetics, LLC, No. 353484, 2021 BL 137732 \(Mich. Ct. App. Apr. 15, 2021\)](#)
-   Cited in, Quoted  [Slone v. Allstate Vehicle & Prop. Ins. Co., No. 2:20-cv-5342, 2021 BL 175486 \(S.D. Ohio Apr. 13, 2021\)](#)
-   Cited in  [Keplinger v. Securitas Sec. Servs. USA, Inc., No. 3:20-cv-05117, 2021 BL 133954 \(W.D. Mo. Apr. 12, 2021\)](#)
-   Cited in  [Trejo v. Deming Pub. Sch., No. 2:19-cv-00561-WJ-KRS, 2021 BL 126000 \(D.N.M. Apr. 06, 2021\)](#)
-   Cited in (See)  [EEOC v. Walmart Stores East, LP, 992 F.3d 656 \(7th Cir. 2021\)](#)

10.   Cited in, Quoted  [NH Learning Sols. Corp. v. New Horizons Franchising Grp., No. 20-10904, 2021 BL 117583 \(E.D. Mich. Mar. 31, 2021\)](#)
11.   Cited in, Quoted  [Fauceglia v. Univ. of S. Cal., No. CV 19-4738 FMO \(JEMx\), 2021 BL 169987 \(C.D. Cal. Mar. 29, 2021\)](#)
12.   Cited in, Quoted  [Fernandez v. Sierra Plastics, Inc., No. EP-20-CV-00290-DB-ATB, 2021 BL 99796, 2021 Us Dist Lexis 51958 \(W.D. Tex. Mar. 16, 2021\)](#)
13.   Cited in, Quoted  [Yeransian v. Markel Corp., No. C.A. No. 20-762 \(MN\), 2021 BL 91875, 2021 WL 979604 \(D. Del. Mar. 16, 2021\)](#)
14.   Cited in  [Schroeder v. Hundley, No. 17-CV-919 JLS \(LL\), 2021 BL 171630, 2021 Us Dist Lexis 88223 \(S.D. Cal. Mar. 15, 2021\)](#)
15.   Cited in, Quoted (See)  [Seybert v. CHLN, Inc., No. 3:20-cv-02529-H-KSC, 2021 BL 88922, 2021 Us Dist Lexis 46947 \(S.D. Cal. Mar. 11, 2021\)](#)
16.   Cited in, Quoted  [Doe v. Steele, No. 20-cv-1818-MMA \(MSB\), 2021 BL 86972 \(S.D. Cal. Mar. 11, 2021\)](#)
17.   Discussed in, Quoted  [Charter Comm'ns, Inc. v. Derfert, No. 1:20-cv-915, 2021 BL 88388, 2021 Us Dist Lexis 47241 \(W.D.N.Y. Mar. 10, 2021\)](#)
18.   Cited in, Quoted  [Nyman v. U.S. Ctr. for SafeSport, No. 3:20-cv-2256, 2021 BL 81742 \(N.D. Ohio Mar. 08, 2021\)](#)
19.   Cited in, Quoted (See also)  [Weber v. Wells Fargo Bank, N.A., No. Civ. Action No. 3:20-CV-48, 2021 BL 76604, 2021 Us Dist Lexis 40198 \(N.D. W. Va. Mar. 04, 2021\)](#)
20.   Cited in, Quoted  [Emerson v. Mezzion Int'l, LLC, No. 1:20-cv-808-SB, 2021 BL 69411, 2021 Us Dist Lexis 36292 \(D. Del. Feb. 26, 2021\)](#)
21.   Cited in  [Merriweather v. Createspace, No. 2:20-CV-119-MHT-KFP, 2021 BL 71202, 2021 Us Dist Lexis 37307 \(M.D. Ala. Feb. 26, 2021\)](#)
22.   Discussed in, Quoted  [NC Fin. Sols. of Utah, LLC v. Commonwealth ex rel. Herring, 854 S.E.2d 642 \(Va. 2021\)](#)

23.   Cited in, Quoted  [Gassaway v. BH Beacon Fabrication, LLC, No. 3:20-CV-983-L, 2021 BL 94173, 2021 Us Dist Lexis 49318 \(N.D. Tex. Feb. 24, 2021\)](#)
24.   Cited in, Quoted  [Elavon, Inc. v. Silvertown of NY Inc., No. 20-CV-908 \(MKB\), 2021 BL 59777 \(E.D.N.Y. Feb. 22, 2021\)](#)
25.   Cited in, Quoted  [Taube v. Hartford Fin. Servs. Grp. Inc., No. 20-cv-00565-NJR, 2021 BL 56725 \(S.D. Ill. Feb. 18, 2021\)](#)
26.   Cited in  [Ascend Robotics LLC v. Carcharadon, LLC, No. 1:20-cv-10934-ADB, 2021 BL 41226, 2021 Us Dist Lexis 22172 \(D. Mass. Feb. 05, 2021\)](#)
27.   Cited in  [Eco Brands, LLC v. Eco Brands, LLC, No. 20-21713-CIV-MARTINEZ/AOR, 2021 BL 43321 \(S.D. Fla. Feb. 05, 2021\)](#)
28.   Cited in, Quoted (See)  [819D LLC v. Potomac Constr. Grp., LLC, No. 1:19-cv-00080 \(TNM\), 2021 BL 35094 \(D.D.C. Feb. 02, 2021\)](#)
29.   Cited in  [Hoffman v. Pryer Aerospace, LLC, No. 20-CV-0224-CVE-CDL, 2021 BL 32795, 2021 Us Dist Lexis 18058 \(N.D. Okla. Feb. 01, 2021\)](#)
30.   Cited in, Quoted  [Walker v. Neutron Holdings, Inc., No. 1:20-CV-4805-LMM, 2021 BL 185184 \(N.D. Ga. Jan. 22, 2021\)](#)
31.   Discussed in, Quoted  [Gilbert v. Indeed, Inc., No. 20-cv-3826 \(LJL\), 2021 BL 16693, 2021 Us Dist Lexis 9717, 2021 WL 169111 \(S.D.N.Y. Jan. 19, 2021\)](#)
32.   Cited in, Quoted (See)  [Carroll v. Belmont Park Entm't LLC, No. 20-cv-01991-H-RBB, 2021 BL 12423 \(S.D. Cal. Jan. 13, 2021\)](#)
33.   Cited in, Quoted  [Sosa v. Onfido, Inc., No. 1:20 CV 04247, 2021 BL 1061 \(N.D. Ill. Jan. 05, 2021\)](#)
34.   Distinguished in, Quoted  [Charter Commc'ns, Inc. v. Derfert, No. 1:20-cv-915, 2021 BL 2138, 2021 Us Dist Lexis 1358 \(W.D.N.Y. Jan. 04, 2021\)](#)






















35.   Cited in, Quoted (See)  [Trs. of N.Y.C. Dist. Council of Carpenters Pension Fund, Welfare Fund, Annuity Fund, Apprenticeship, Journeyman Retraining, Educ. & Indus. Fund v. Minelli Constr. Co., No. 19-CV-7995 \(LGS\)\(SN\), 2021 BL 2485 \(S.D.N.Y. Jan. 04, 2021\)](#)
36.   Cited in, Quoted  [Johnson v. The CMI Grp., Inc., No. 3:19-CV-2361-N, 2020 BL 520330, 2020 Us Dist Lexis 249681, 2020 WL 8461518 \(N.D. Tex. Dec. 29, 2020\)](#)
37.   Cited in, Quoted  [Prime Ins. Co. v. GKD Mgmt. LP, No. 2:20-cv-00252-RJS-JCB, 2020 BL 503252 \(D. Utah Dec. 28, 2020\)](#)
38.   Cited in, Quoted  [Niles Educ. Ass'n v. Niles City Sch. Dist. Bd. of Educ., 2020-Ohio-6804 \(App. 11th Dist. 2020\)](#)
39.   Cited in, Quoted  [Kalenga v. Irving Holdings, Inc., No. 3:19-CV-1969-S, 2020 BL 495091, 2020 Us Dist Lexis 239681, 2020 WL 7496208 \(N.D. Tex. Dec. 20, 2020\)](#)
40.   Cited in  [Cervantes v. Bridgestone Retail Operations, LLC, No. 20-cv-02164, 2020 BL 493912, 2020 Us Dist Lexis 238532 \(N.D. Ill. Dec. 18, 2020\)](#)
41.   Cited in, Quoted  [Meridian PO Fin. LLC v. OTR Tire Grp. Inc., No. CV-20-00446-PHX-MTL, 2020 BL 489481 \(D. Ariz. Dec. 16, 2020\)](#)
42.   Cited in  [EEOC v. Gentiva Health Servs., Inc., No. CIVIL ACTION FILE NO. 1:20-cv-03936-MHC-AJB, 2020 BL 538079 \(N.D. Ga. Dec. 14, 2020\)](#)
43.   Cited in  [Gesenhues v. Adecco USA, Inc., No. 3:19-CV-204-CHB, 2020 BL 479038 \(W.D. Ky. Dec. 09, 2020\)](#)
44.   Cited in (See)  [Gala v. Tesla Motors TN, Inc., No. 2:20-cv-2265-SHM-tmp, 2020 BL 468935 \(W.D. Tenn. Dec. 02, 2020\)](#)
45.   Discussed in, Quoted (See)  [Solomon v. CARite Corp., 837 Fed. Appx. 355 \(6th Cir. 2020\)](#)
46.   Cited in, Quoted  [Gemilyan v. Rolls-Royce Motor Cars NA, LLC, No. CV 20-8207 DSF \(PDx\), 2020 BL 514145 \(C.D. Cal. Nov. 18, 2020\)](#)


47.   Cited in, Quoted (See)  [KST Data, Inc. v. DXC Tech. Co., 836 Fed. Appx. 484 \(9th Cir. 2020\)](#)
48.   Cited in, Quoted  [Vasquez v. RSI Home Prods. Inc., No. 8:20-cv-01494-JWH-JDEx, 2020 BL 451924, 2020 Us Dist Lexis 217490, 2020 WL 6778772 \(C.D. Cal. Nov. 12, 2020\)](#)
49.   Cited in  [Stone v. Corrigan Bros., No. 20-cv-261-SPM, 2020 BL 432298, 2020 Us Dist Lexis 207982 \(S.D. Ill. Nov. 06, 2020\)](#)
50.   Cited in (See)  [CrossFit, Inc. v. Matrix Sols., LLC, No. 19-CV-00887-CAB-BLM, 2020 BL 427997 \(S.D. Cal. Nov. 04, 2020\)](#)
51.   Cited in, Quoted (See)  [Radcliff v. San Diego Gas & Elec. Co., No. 3:20-cv-01555-H-MSB, 2020 BL 425306 \(S.D. Cal. Nov. 02, 2020\)](#)
52.   Cited in, Quoted  [Cardiovascular Sys., Inc. v. Cardio Flow, Inc., 2020 U.S.P.Q.2d 11309 \(D. Minn. 2020\)](#)
53.   Cited in, Quoted  [Malone v. Hoogland Foods, LLC, No. 19-cv-891-wmc, 2020 BL 407142 \(W.D. Wis. Oct. 21, 2020\)](#)
54.   Cited in  [Sweitzer v. JRK Residential Grp., Inc., No. 20-5849 RJB, 2020 BL 404687, 2020 Us Dist Lexis 194426 \(W.D. Wash. Oct. 20, 2020\)](#)
55.   Cited in, Quoted  [Lindemann-Moses v. Jackmon, No. 1:20cv655, 2020 BL 399367, 2020 Us Dist Lexis 191660 \(M.D.N.C. Oct. 16, 2020\)](#)
56.   Cited in, Quoted  [Hager v. Willis, No. 20-00248-KD-B, 2020 BL 397458 \(S.D. Ala. Oct. 14, 2020\)](#)
57.   Cited in  [Orozco v. JP Morgan Chase Bank, N.A., No. H-20-1961, 2020 BL 394026 \(S.D. Tex. Oct. 13, 2020\)](#)
58.   Cited in, Quoted  [Zenith Ins. Co. v. Liberty Mut. Fire Ins. Co., No. B301659, 2020 BL 387157 \(Cal. App. 2d Dist. Oct. 07, 2020\)](#)
59.   Cited in, Quoted  [Carrillo v. ROICOM USA, LLC, 486 F. Supp. 3d 1052 \(W.D. Tex. 2020\)](#)
60.   Cited in, Quoted  [Briggs v. PFVT Motors LLC, No. CV-20-00478-PHX-GMS, 2020 BL 343223 \(D. Ariz. Sept. 08, 2020\)](#)



















61.   Cited in  [Sills, Cummis & Gross, P.C. v. Dusange-Hayer, No. 19 Civ. 7463 \(PGG\) \(SDA\), 2020 BL 338199, 2020 WL 5253516 \(S.D.N.Y. Sept. 03, 2020\)](#)
62.   Cited in, Quoted  [Zurawin v. Unum Life Ins. Co. of Am., No. 4:19-cv-1162, 2020 BL 349969, 2020 Us Dist Lexis 167410 \(S.D. Tex. Aug. 27, 2020\)](#)
63.   Cited in  [Namisnak v. Uber Techs., Inc., 971 F.3d 1088 \(9th Cir. 2020\)](#)
64.   Cited in, Quoted  [Velarde v. Zumiez, Inc., No. 20-cv-1358-MMA \(MDD\), 2020 BL 319585 \(S.D. Cal. Aug. 21, 2020\)](#)
65.   Cited in, Quoted  [Harvey v. United States, 149 Fed. Cl. 751 \(Fed. Cl. 2020\)](#)
66.   Cited in, Quoted (See)  [Sills Cummis Gross P.C. v. Dusange-Hayer, No. 1:19-cv-07463 \(PGG\) \(SDA\), 2020 BL 311440, 2020 WL 6561650 \(S.D.N.Y. Aug. 14, 2020\)](#)
67.   Cited in (See)  [Brown v. Quince Nursing & Rehab. Ctr., LLC., No. 2:18-cv-2740, 2020 BL 305314, 2020 WL 4673471 \(W.D. Tenn. Aug. 12, 2020\)](#)
68.   Cited in, Quoted (See also)  [Brashear v. Halliburton Energy Servs., Inc., No. 1:20-cv-0505 - NONE JLT, 2020 BL 303531, 2020 Us Dist Lexis 143961 \(E.D. Cal. Aug. 10, 2020\)](#)
69.   Cited in, Quoted  [McGovern v. U.S. Bank N.A., No. 18-CV-1794-CAB-LL, 2020 BL 300216 \(S.D. Cal. Aug. 10, 2020\)](#)
70.   Cited in, Quoted  [Pac. Mar. Ass'n v. NLRB, 967 F.3d 878 \(D.C. Cir. 2020\)](#)
71.   Cited in, Quoted  [Knecht v. Lanphere Enters. Inc., No. 3:19-cv-01991-AC, 2020 BL 321456, 2020 Us Dist Lexis 152980 \(D. Or. July 30, 2020\)](#)
72.   Cited in  [Ama Multimedia LLC v. Sagan Ltd., 2020 U.S.P.Q.2d 10838 \(D. Ariz. 2020\)](#)
73.   Cited in, Quoted  [Bell v. Macy's Corp. Servs., No. 20-CV-60338-RUIZ/STRAUSS, 2020 BL 279434, 2020 Us Dist Lexis 132208 \(S.D. Fla. July 24, 2020\)](#)

74.   Cited in  [Shale Royalty, LLC v. MMGJ Ark., LLC, No. 4:18CV00621 SWW, 2020 BL 274867, 2020 Us Dist Lexis 129909 \(E.D. Ark. July 23, 2020\)](#)
75.   Cited in, Quoted  [J2 Resources, LLC v. Wood River Pipe Lines, LLC, No. 4:20-CV-2161, 2020 BL 275407, 2020 WL 4227424 \(S.D. Tex. July 23, 2020\)](#)
76.   Cited in, Quoted  [Teamsters Local 177 v. United Parcel Serv., 966 F.3d 245 \(3d Cir. 2020\)](#)
77.   Cited in  [Edwards v. Conn's, Inc., No. 2:18-cv-01998-APG-BNW, 2020 BL 267306, 2020 Us Dist Lexis 126334 \(D. Nev. July 16, 2020\)](#)
78.   Cited in, Quoted  [Bock v. Salt Creek Midstream LLC, No. Civ. No. 19-1163 WJ/GJF, 2020 BL 263581, 2020 Us Dist Lexis 124531, 2020 WL 3989646 \(D.N.M. July 15, 2020\)](#)
79.   Cited in, Quoted (Cf.)  [Gigi's Inc. v. Butler, No. 2:20-cv-03134-AB \(PJWx\), 2020 BL 350457 \(C.D. Cal. July 14, 2020\)](#)
80.   Cited in, Quoted  [Baker v. Comcast Corp., No. 2:19-cv-00652, 2020 BL 257802, 2020 Us Dist Lexis 121916 \(D. Utah July 10, 2020\)](#)
81.   Distinguished in, Quoted  [Newton v. LVMH Moet Hennessy Louis Vuitton Inc., No. 154178/2019, 2020 BL 264811, 2020 NY Misc Lexis 3288, 2020 WL 3961988 \(Sup. Ct. July 10, 2020\)](#)
82.   Cited in, Quoted (See, e.g.)  [Christie v. Islamic Republic of Iran, No. 19-1289 \(BAH\), 2020 BL 247383, 2020 WL 3606273 \(D.D.C. July 02, 2020\)](#)
83.   Cited in, Quoted  [State v. Lynch, 305 Or. App. 122, 469 P.3d 800 \(Ct. App. 2020\)](#)
84.   Cited in, Quoted  [Mosley v. Educ. Corp. of Am., No. 2:20-cv-00105-AMM, 2020 BL 237402 \(N.D. Ala. June 25, 2020\)](#)
85.   Cited in, Quoted  [Ruiz v. Millennium Square Residential Ass'n, 466 F. Supp. 3d 162 \(D.D.C. 2020\)](#)
86.   Cited in, Quoted  [Acaley v. Vimeo, Inc., 464 F. Supp. 3d 959 \(N.D. Ill. 2020\)](#)

87.   Cited in, Quoted  [In re Collins, 468 Md. 672, 228 A.3d 760 \(2020\)](#)
88.   Cited in, Quoted (See also)  [Surgenex, LLC v. Predictive Therapeutics, LLC, 462 F. Supp. 3d 1160, 2020 U.S.P.Q.2d 10580 \(D. Utah 2020\)](#)
89.   Cited in, Quoted  [Bayco Prods., Inc. v. ProTorch Co., 2020 U.S.P.Q.2d 10563 \(E.D. Tex. 2020\)](#)
90.   Cited in, Quoted  [Pombo v. IRINOX N. Am., Inc., No. 20-cv-20533-BLOOM/Louis, 2020 BL 184987, 2020 WL 2526499 \(S.D. Fla. May 18, 2020\)](#)
91.   Cited in, Quoted  [Nealey v. Heritage Oaks Mgmt. Enters. USA, LLC, No. 2:18-cv-1759, 2020 BL 182869, 2020 Us Dist Lexis 85778, 2020 WL 2507332 \(S.D. Ohio May 15, 2020\)](#)
92.   Cited in, Quoted (See also)  [United States v. City of Hous., Tex., No. H-18-0644, 2020 BL 185559 \(S.D. Tex. May 15, 2020\)](#)
93.   Cited in, Quoted  [Stanley v. Kelly Servs., Inc., No. 20-cv-01376-EMC, 2020 BL 198489 \(N.D. Cal. May 11, 2020\)](#)
94.   Cited in  [Shea v. Ditech Fin. LLC, 812 Fed. Appx. 7 \(1st Cir. 2020\)](#)
95.   Cited in, Quoted  [Rutten v. KC Bariatric, LLC, No. 20-2081-JAR-KGG, 2020 BL 159995 \(D. Kan. Apr. 29, 2020\)](#)
96.   Cited in, Quoted  [Dunn v. JPMorgan Chase Bank, N.A., No. 20-483 SECTION: "E", 2020 BL 155926 \(E.D. La. Apr. 27, 2020\)](#)
97.   Cited in (See also)  [Hardaway ex rel. Albright v. Quince Nursing & Rehab. Ctr., LLC, No. 2:19-2464, 2020 BL 146482, 2020 WL 1918244 \(W.D. Tenn. Apr. 20, 2020\)](#)
98.   Cited in, Quoted  [Garry v. Credit Acceptance Corp., No. 19-CV-12386, 2020 BL 140126, 2020 WL 1872361 \(E.D. Mich. Apr. 15, 2020\)](#)
99.   Cited in, Quoted  [Snow v. Silver Creek Midstream Holdings, LLC, 467 F. Supp. 3d 1168 \(D. Wyo. 2020\)](#)
100.   Cited in, Quoted (See)  [Fiola v. Valic Fin. Advisors, Inc., No. 2:19-CV-02777-HLT-JPO, 2020 BL 131484 \(D. Kan. Apr. 08, 2020\)](#)

- 101.   Discussed in  [VF Jeanswear LP v. EEOC, 140 S. Ct. 1202, 206 L. Ed. 2d 725 \(2020\)](#)
- 102.   Cited in, Quoted  [Ommen v. Ringlee, 941 N.W.2d 310 \(Iowa 2020\)](#)
- 103.   Discussed in, Quoted  [Ommen v. Ringlee, 941 N.W.2d 310 \(Iowa 2020\)](#)
- 104.   Cited in  [Morris v. Conifer Health Sols. LLC, No. 20-cv-5181-RJB, 2020 BL 124937, 2020 Us Dist Lexis 58780 \(W.D. Wash. Apr. 02, 2020\)](#)
- 105.   Cited in  [Transco Lines, Inc. v. CarrierDirect, LLC, No. 19 CV 4307, 2020 BL 118795 \(N.D. Ill. Mar. 30, 2020\)](#)
- 106.   Cited in  [Trubenbach v. Energy Exploration I, LLC, No. 05-18-01090-CV, 2020 BL 115541 \(Tex. App.-Dallas Mar. 27, 2020\)](#)
- 107.   Cited in, Quoted  [Vitrano v. N.A.R., Inc., No. 18-CV-06754 \(KAM\) \(RLM\), 2020 BL 115183, 2020 Us Dist Lexis 54019, 2020 WL 1493620 \(E.D.N.Y. Mar. 27, 2020\)](#)
- 108.   Cited in, Quoted (See)  [Cunningham v. Lyft, Inc., 450 F. Supp. 3d 37 \(D. Mass. 2020\)](#)
- 109.   Cited in, Quoted  [Greenley v. Avis Budget Grp., Inc., No. 19-cv-00421-GPC-AHG, 2020 BL 115858, 2020 Us Dist Lexis 54234, 2020 WL 1493618 \(S.D. Cal. Mar. 26, 2020\)](#)
- 110.   Cited in  [Tapley v. Cracker Barrel Old Country Store, Inc., 448 F. Supp. 3d 1143 \(D. Or. 2020\)](#)
- 111.   Cited in  [Southard v. Newcomb Oil Co., No. 3:18-CV-803-CRS, 2020 BL 108982, 2020 Us Dist Lexis 50807 \(W.D. Ky. Mar. 24, 2020\)](#)
- 112.   Discussed in  [Scalia v. Ariz. Logistics Inc., No. CV-16-04499-PHX-DLR, 2020 BL 126411 \(D. Ariz. Mar. 24, 2020\)](#)
- 113.   Discussed in, Quoted  [Sys. West Performance v. Johnson, No. 2:19-CV-00384-BSJ, 2020 BL 106898, 2020 Us Dist Lexis 51029 \(D. Utah Mar. 23, 2020\)](#)

114.   Cited in  [EEOC v. Glob. Horizons, Inc., No. 2:11-CV-3045-RMP, 2020 BL 104301, 2020 Us Dist Lexis 48836 \(E.D. Wash. Mar. 20, 2020\)](#)
115.   Cited in, Quoted  [Cunix Auto. Grp., LLC v. Larry Dimmitt Cadillac, Inc., No. 2:19-cv-3941, 2020 BL 103988, 2020 WL 1322045 \(S.D. Ohio Mar. 20, 2020\)](#)
116.   Cited in  [McCann v. Am. Homes 4 Rent, LP, No. 4:19-CV-1879, 2020 BL 102433, 2020 Us Dist Lexis 47524 \(S.D. Tex. Mar. 19, 2020\)](#)
117.   Cited in, Quoted  [Thomas v. Westport Homes, Inc., No. 2:18-cv-1019, 2020 BL 98777, 2020 Us Dist Lexis 45830, 2020 WL 1275237 \(S.D. Ohio Mar. 17, 2020\)](#)
118.   Cited in, Quoted  [Andreoli v. Comcast Cable Commc'ns Mgmt., LLC, No. 3:19-cv-00954 \(JAM\), 2020 BL 96951, 2020 WL 1242919 \(D. Conn. Mar. 16, 2020\)](#)
119.   Cited in  [NC Fin. Sols. of Utah, LLC v. Commonwealth ex rel. Herring, No. Record Number 190840, 2020 BL 98986, 2020 Va Lexis 24 \(Va. Mar. 13, 2020\)](#)
120.   Cited in, Quoted  [Douglas v. Sentel Corp., No. 1:18-cv-1534-TSE-MSN, 2020 BL 313718 \(E.D. Va. Mar. 11, 2020\)](#)
121.   Cited in, Quoted (See also)  [Whispering Pines W. Condo. Homeowners Ass'n v. Certain Underwriters at Lloyd's, London, No. 19-cv-03238-REB-MEH, 2020 BL 84564, 2020 Us Dist Lexis 39121 \(D. Colo. Mar. 06, 2020\)](#)
122.   Discussed in, Quoted (See, e.g.)  [Nacirema Demolition & Recycling Inc. v. N.J. Bldg. Laborers Statewide Benefit Funds, No. 18-2692\(SDW\)\(LDW\), 2020 BL 83688 \(D.N.J. Mar. 04, 2020\)](#)
123.   Cited in  [Unitech Composites, Inc. v. Avcorp Indus. Inc., No. 3:18-cv-01399-YY, 2020 BL 533915 \(D. Or. Mar. 02, 2020\)](#)
124.   Cited in, Quoted  [Cordoba v. DIRECTV, LLC, 801 Fed. Appx. 723 \(11th Cir. 2020\)](#)

125.   Cited in  [Rush Air Sports, LLC v. RDJ Grp. Holdings, LLC, No. 1:19-cv-00385-NONE-JLT, 2020 BL 55335 \(E.D. Cal. Feb. 14, 2020\)](#)
126.   Cited in (See, e.g.)  [Aceto v. Islamic Republic of Iran, No. 19-464 \(BAH\), 2020 BL 46470, 2020 Us Dist Lexis 22084, 2020 WL 619925 \(D.D.C. Feb. 07, 2020\)](#)
127.   Cited in, Quoted  [Chamber of Commerce of U.S. v. Becerra, 438 F. Supp. 3d 1078 \(E.D. Cal. 2020\)](#)
128.   Cited in, Quoted  [Fernandez v. Debt Assistance Network, LLC, No. 19-cv-1442-MMA \(JLB\), 2020 BL 42558 \(S.D. Cal. Feb. 05, 2020\)](#)
129.   Cited in, Quoted  [Ferrante v. Westin St. John Hotel Co., No. 4:18-CV-108-D, 2020 BL 31417, 2020 WL 486198 \(E.D.N.C. Jan. 29, 2020\)](#)
130.   Discussed in, Quoted  [J&J Sports Prods., Inc. v. Spiliadis, No. ELH-18-2600, 2020 BL 30270 \(D. Md. Jan. 29, 2020\)](#)
131.   Discussed in  [UBS Sec. LLC v. Prowse, No. 20cv217 \(JGK\), 2020 BL 29777, 2020 Us Dist Lexis 14042, 2020 WL 433859 \(S.D.N.Y. Jan. 27, 2020\)](#)
132.   Cited in, Quoted  [Halprin v. FDIC, No. 5:13-CV-1042-RP, 2020 BL 25544, 2020 Us Dist Lexis 11830, 2020 WL 411045 \(W.D. Tex. Jan. 24, 2020\)](#)
133.   Cited in  [Platypus Wear, Inc. v. Bad Boy Europe Ltd., No. 16-cv-02751-BAS-MSB, 2020 BL 25704, 2020 Us Dist Lexis 12190, 2020 WL 375947 \(S.D. Cal. Jan. 23, 2020\)](#)
134.   Cited in, Quoted  [Solo v. United Parcel Serv. Co., 947 F.3d 968 \(6th Cir. 2020\)](#)
135.   Cited in, Quoted  [Neukranz v. Conestoga Settlement Servs., LLC, No. 3:19-CV-1681-L-BH, 2020 BL 200584, 2020 Us Dist Lexis 93862, 2020 WL 5415526 \(N.D. Tex. Jan. 22, 2020\)](#)
136.   Cited in, Quoted  [Baker v. Montrone, No. 18-cv-0913-PB, 2020 BL 8795, 2020 Us Dist Lexis 4340, 2020 WL 128531 \(D.N.H. Jan. 10, 2020\)](#)
137.   Cited in  [Hopkins v. Genesis FS Card Servs., Inc., No. 3:19-cv-00157-AC, 2020 BL 32104, 2020 WL 466636 \(D. Or. Jan. 09, 2020\)](#)





































138. Cited in, Quoted [Chartwell Staffing Servs. Inc. v. Atl. Sols. Grp. Inc., No. 8:19-cv-00642-JLS-JDE, 2020 BL 51254, 2020 Us Dist Lexis 24640, 2020 WL 620294 \(C.D. Cal. Jan. 09, 2020\)](#)
139. Cited in [EEOC v. 1618 Concepts, Inc., 432 F. Supp. 3d 595 \(M.D.N.C. 2020\)](#)
140. Cited in, Quoted [Microbilt Corp. v. Bail Integrity Sols., Inc., 2019 U.S.P.Q.2d 453922 \(D.N.J. 2019\)](#)
141. Discussed in, Quoted (See) [Appalachian Power Co. v. Wagman Heavy Civil Inc., No. 6:19-cv-00051, 2019 BL 447113, 2019 WL 6188303 \(W.D. Va. Nov. 20, 2019\)](#)
142. Cited in, Quoted [Estate of Arce v. Panish Shea & Boyle LLP, No. 19-cv-0500 AJB, 2019 BL 449411, 2019 Us Dist Lexis 202434, 2019 WL 6218781 \(S.D. Cal. Nov. 20, 2019\)](#)
143. Cited in, Quoted [Keener v. Shadow Mountain Behavioral Health Sys., LLC, No. 18-CV-490-JED-FHM, 2019 BL 444906 \(N.D. Okla. Nov. 19, 2019\)](#)
144. Cited in, Quoted [Unite Here Local 30 v. Omni Hotels Mgmt. Corp., No. 19cv830-MMA \(LL\), 2019 BL 443390, 2019 LRRM 443390, 2019 Us Dist Lexis 199779, 2019 WL 6118461 \(S.D. Cal. Nov. 18, 2019\)](#)
145. Cited in, Quoted [Casey v. Reliance Tr. Co., No. 4:18CV424, 2019 BL 498517, 2019 Us Dist Lexis 223195, 2019 WL 7403931 \(E.D. Tex. Nov. 13, 2019\)](#)
146. Cited in [O'Hanlon v. Uber Techs., Inc., No. 2:19-cv-00675, 2019 BL 434840, 2019 WL 5895425 \(W.D. Pa. Nov. 12, 2019\)](#)
147. Discussed in, Quoted [EEOC v. Baltimore County, No. RDB-07-2500, 2019 BL 412436, 2019 Us Dist Lexis 185913 \(D. Md. Oct. 28, 2019\)](#)
148. Discussed in, Quoted [Allied Title Lending, LLC v. Taylor, 420 F. Supp. 3d 436 \(E.D. Va. 2019\)](#)
149. Cited in, Quoted [Sweet v. Connexions Loyalty, Inc, No. 2:19-cv-1997, 2019 BL 396095, 2019 Us Dist Lexis 179008 \(S.D. Ohio Oct. 16, 2019\)](#)

EEOC v. Waffle House, Inc., 534 U.S. 279, 122 S. Ct. 754, 151 L. Ed. 2d 755, 12 AD Cases 1001, 70 U.S.L.W. 4081 (2002), Court Opinion








































150. Cited in, Quoted [Robinson v. Va. Coll., LLC, 788 Fed. Appx. 697, 2019 IER Cases 395141 \(11th Cir. 2019\)](#)
151. Cited in, Quoted [Morrison v. Home Depot, No. 2:19-cv-517, 2019 BL 376574 \(S.D. Ohio Oct. 02, 2019\)](#)
152. Cited in, Quoted [Shelton v. Ocwen Loan Servicing, LLC, No. 18-cv-02467-AJB-WVG, 2019 BL 372232, 2019 Us Dist Lexis 169321, 2019 WL 4747669 \(S.D. Cal. Sept. 30, 2019\)](#)
153. Cited in, Quoted [Jackson v. Rushmore Serv. Ctr., LLC, No. 18-CV-4587 \(SJF\)\(AYS\), 2019 BL 366466, 2019 Us Dist Lexis 167173, 2019 WL 4736914 \(E.D.N.Y. Sept. 27, 2019\)](#)
154. Cited in, Quoted (See) [Logan v. MGM Grand Detroit Casino, 939 F.3d 824, 2019 FEP Cases 360922 \(6th Cir. 2019\)](#)
155. Discussed in, Quoted (See) [EEOC v. Tim Shepherd M.D., No. 3:17-CV-02569-X, 2019 BL 508150 \(N.D. Tex. Sept. 23, 2019\)](#)
156. Cited in, Quoted [Burris v. Discover Bank, No. 8:19-cv-01092-JLS-DFM, 2019 BL 523405 \(C.D. Cal. Sept. 20, 2019\)](#)
157. Cited in [Baker v. CMH Homes, Inc., No. 19-cv-5311 RJB-JRC, 2019 BL 347967, 2019 Us Dist Lexis 161186 \(W.D. Wash. Sept. 16, 2019\)](#)
158. Cited in, Quoted [EEOC v. STME, LLC, 938 F.3d 1305, 2019 AD Cases 342197 \(11th Cir. 2019\)](#)
159. Cited in, Quoted [Mills v. Butler Snow LLP, No. 3:18-CV-866-CWR-FKB, 2019 BL 342986, 2019 Us Dist Lexis 156924, 2019 WL 4346587 \(S.D. Miss. Sept. 12, 2019\)](#)
160. Cited in (See) [White Knight Yacht LLC v. Certain Lloyds at Lloyd's London & Other London Mkt. Insurers, 407 F. Supp. 3d 931 \(S.D. Cal. 2019\)](#)
161. Cited in [Rossisa Participacoes S.A. v. Reynolds & Reynolds Co., No. 3:18-cv-00297, 2019 BL 334833, 2019 Us Dist Lexis 151829, 2019 WL 4242937 \(S.D. Ohio Sept. 06, 2019\)](#)





































EEOC v. Waffle House, Inc., 534 U.S. 279, 122 S. Ct. 754, 151 L. Ed. 2d 755, 12 AD Cases 1001, 70 U.S.L.W. 4081 (2002), Court Opinion

162. Cited in, Quoted (See) [Quizinsight.com P'ship v. Tabak, 2019 U.S.P.Q.2d 331014 \(D.D.C. 2019\)](#)
163. Cited in (See) [Swanson v. Wilford, Geske & Cook, P.A., No. 19-cv-117 \(DWF/LIB\), 2019 BL 357356, 2019 Us Dist Lexis 162247, 2019 WL 4575826 \(D. Minn. Aug. 30, 2019\)](#)
164. Cited in, Quoted [Goodall v. Am. Express Co., No. 8:18-cv-3009-T-35TGW, 2019 BL 343326, 2019 Us Dist Lexis 156209, 2019 WL 4306404 \(M.D. Fla. Aug. 26, 2019\)](#)
165. Cited in, Quoted [Archer & White Sales, Inc. v. Henry Schein, Inc., 935 F.3d 274 \(5th Cir. 2019\)](#)
166. Cited in, Quoted [Laborers Local 860 v. Cuyahoga Cty. Common Pleas Court, 2019-Ohio-3190 \(App. 8th Dist. 2019\)](#)
167. Cited in, Quoted [MNG 2005, Inc. v. Paymentech, LLC, No. 4:18-cv-01155-JAR, 2019 BL 287759 \(E.D. Mo. Aug. 02, 2019\)](#)
168. Cited in, Quoted [GGNSC Louisville Hillcreek, LLC v. Estate of Bramer, 932 F.3d 480 \(6th Cir. 2019\)](#)
169. Cited in, Quoted (See) [Occidental Chem. Corp. v. 21st Century Fox Am., No. 18-11273, 2019 BL 519652 \(D.N.J. July 31, 2019\)](#)
170. Cited in, Quoted (See also) [Indep. Lab. Emps.' Union, Inc. v. ExxonMobil Research & Eng'g Co., No. 3:18-cv-10835-BRM-DEA, 2019 BL 280683, 2019 Us Dist Lexis 126025, 2019 WL 3416897 \(D.N.J. July 29, 2019\)](#)
171. Cited in, Quoted [Dacres v. Setjo, LLC, 2019-Ohio-2914, 140 N.E.3d 1041, 2019 FEP Cases 265219 \(App. 8th Dist. 2019\)](#)
172. Cited in [Krempasky v. Hendricks Rest. Holdings, LLC, No. 1:18-cv-04279, 2019 BL 556304 \(N.D. Ga. July 17, 2019\)](#)
173. Cited in [CK Franchising, Inc. v. SAS Servs. Inc., 398 F. Supp. 3d 163 \(E.D. Ky. 2019\)](#)
174. Cited in [Baker v. CMH Homes, Inc., No. 19-cv-5311 RJB-JRC, 2019 BL 244027 \(W.D. Wash. July 01, 2019\)](#)

175.   Cited in, Quoted (See)  [Brown v. Nev. Dep't of Corr., No. 75565-COA, 2019 BL 246495, 2019 NV App Unpub Lexis 620 \(Nev. Ct. App. July 01, 2019\)](#)
176.   Cited in, Quoted  [EEOC v. Austal USA, LLC, No. 1:18-00416-CG-N, 2019 BL 547740 \(S.D. Ala. July 01, 2019\)](#)
177.   Cited in, Quoted (See also)  [McArdle v. ATt&T Mobility LLC, 772 Fed. Appx. 575 \(9th Cir. 2019\)](#)
178.   Cited in, Quoted (See)  [Schooley v. Islamic Republic of Iran, No. 17-1376 \(BAH\), 2019 BL 239956, 2019 Us Dist Lexis 108011, 2019 WL 2717888 \(D.D.C. June 27, 2019\)](#)
179.   Cited in, Quoted (See also)  [New London Tobacco Mkt., Inc. v. Ky. Fuel Corp., No. 6:12-CV-91-GFVT-HAI, 2019 BL 359426, 2019 WL 5107105 \(E.D. Ky. June 26, 2019\)](#)
180.   Cited in  [Bissette v. Univ. of Miss. Med. Ctr., 282 So. 3d 507, 2019 IER Cases 237399 \(Miss. Ct. App. 2019\)](#)
181.   Cited in, Quoted  [EEOC v. Del Taco, LLC, No. 5:18-cv-01978-CAS \(SPx\), 2019 BL 365372 \(C.D. Cal. June 24, 2019\)](#)
182.   Cited in, Quoted  [Joe Hand Promotions, Inc. v. Garcia-Nunez, No. 6:18-cv-01452-MC, 2019 BL 214549, 2019 Us Dist Lexis 97488, 2019 WL 2437456 \(D. Or. June 11, 2019\)](#)
183.   Cited in, Quoted  [Gorny v. Wayfair, Inc., No. 18 C 8259, 2019 BL 210502, 2019 Us Dist Lexis 95619, 2019 WL 2409595 \(N.D. Ill. June 07, 2019\)](#)
184.   Cited in  [Krepasky v. Hendricks Rest. Holdings LLC, No. 1:18-CV-4279-MLB-LTW, 2019 BL 556316 \(N.D. Ga. June 07, 2019\)](#)
185.   Cited in, Quoted  [Hooper v. Movement Mortg., LLC, 382 F. Supp. 3d 1148 \(W.D. Wash. 2019\)](#)
186.   Discussed in, Quoted  [EEOC v. Austal USA, LLC, 389 F. Supp. 3d 1015, 2019 AD Cases 182704 \(S.D. Ala. 2019\)](#)

187. Cited in [Smith v. Bank of Am., N.A., No. 17-cv-00286, 2019 BL 562429 \(N.D. Ill. May 15, 2019\)](#)
188. Cited in, Quoted [NLRB, Board Decision, Pacific Maritime Association, 367 N.L.R.B. No. 121, 2019 LRRM 158858, 2019 BL 158858](#)
189. Distinguished in, Quoted [Commonwealth ex rel. Herring v. Net Credit Fin. Sols. of Utah, LLC, 102 Va. Cir. 114 \(Cir. Ct. 2019\)](#)
190. Cited in, Quoted [Cunningham v. Politi, No. 4:18-CV-00362-ALM-CAN, 2019 BL 226172 \(E.D. Tex. Apr. 30, 2019\)](#)
191. Cited in, Quoted [Cunningham v. Politi, No. 4:18-CV-00362-ALM-CAN, 2019 BL 226120 \(E.D. Tex. Apr. 30, 2019\)](#)
192. Distinguished in [United States v. Gov't of Guam, No. 17-00113, 2019 BL 147076, 2019 WL 1867426 \(D. Guam Apr. 25, 2019\)](#)
193. Discussed in, Quoted (See also) [Lamps Plus, Inc. v. Varela, 139 S. Ct. 1407, 203 L. Ed. 2d 636, 2019 IER Cases 378178 \(2019\)](#)
194. Cited in, Quoted [Mcllwain v. Saber Healthcare Grp., Inc., 2019 PA Super 122, 208 A.3d 478](#)
195. Cited in, Quoted (Cf.) [Nat'l Indem. Co. v. IRB Brasil Resseguros S.A., 767 Fed. Appx. 154 \(2d Cir. 2019\)](#)
196. Cited in [Brockington v. Brown, No. CV 18-65-M-DLC, 2019 BL 139002 \(D. Mont. Apr. 18, 2019\)](#)
197. Cited in, Quoted [Belmont Med. Care, LLC v. Cmty. Ins. Co., No. 2:18-cv-968, 2019 BL 137327, 2019 Us Dist Lexis 65606, 2019 WL 1676003 \(S.D. Ohio Apr. 17, 2019\)](#)
198. Discussed in, Quoted (See) [Wilson v. Willis, 426 S.C. 326, 827 S.E.2d 167 \(2019\)](#)
199. Cited in, Quoted [Rosales v. Coca-Cola Southwest Beverages LLC, No. EP-18-CV-361-PRM, 2019 BL 119606, 2019 Us Dist Lexis 57786, 2019 WL 1493359 \(W.D. Tex. Apr. 03, 2019\)](#)

200.   Cited in, Quoted (See)  [Woodward, Inc. v. ZHRO Sols., LLC, No. 18-cv-01468-PAB-STV, 2019 BL 113619, 2019 Us Dist Lexis 54987 \(D. Colo. Mar. 31, 2019\)](#)
201.   Cited in, Quoted  [Hinterberger v. City of Indianapolis, No. 1:16-cv-01341-SEB-MJD, 2019 BL 113520, 2019 Us Dist Lexis 54897, 2019 WL 1439159 \(S.D. Ind. Mar. 30, 2019\)](#)
202.   Cited in, Quoted  [Hicks v. Comcast Cable Commc'ns, LLC, No. 18-cv-61384-BLOOM/Valle, 2019 BL 407444, 2019 WL 5208849 \(S.D. Fla. Mar. 27, 2019\)](#)
203.   Cited in, Quoted  [Agarunova v. Stella Orton Home Care Agency, Inc., No. 16-CV-0638 \(MKB\), 2019 BL 101877 \(E.D.N.Y. Mar. 25, 2019\)](#)
204.   Discussed in, Quoted  [EEOC v. IDEC Corp., No. 18-cv-4168, 2019 BL 515185 \(N.D. Ill. Mar. 14, 2019\)](#)
205.   Cited in, Quoted  [Brecher v. Midland Credit Mgmt., Inc., No. 18-CV-3142 \(ERK\) \(JO\), 2019 BL 84596, 2019 Us Dist Lexis 40590, 2019 WL 1171476 \(E.D.N.Y. Mar. 13, 2019\)](#)
206.   Cited in  [Pierce County v. M.A. Mortenson Co., No. 19-cv-05041-RJB, 2019 BL 81684 \(W.D. Wash. Mar. 11, 2019\)](#)
207.   Cited in, Quoted  [Jackson v. Royal Caribbean Cruises, Ltd., 389 F. Supp. 3d 431 \(N.D. Tex. 2019\)](#)
208.   Cited in  [Getz v. Directv, LLC, 359 F. Supp. 3d 1222 \(S.D. Fla. 2019\)](#)
209.   Cited in, Quoted  [Sims v. Sunovion Pharm., Inc., No. 17-2519 \(CKK\), 2019 BL 53623, 2019 AD Cases 53623, 2019 FEP Cases 53623, 2019 Us Dist Lexis 25802, 2019 WL 690343 \(D.D.C. Feb. 19, 2019\)](#)
210.   Cited in, Quoted (Cf.)  [Coscarelli v. ESquared Hosp. LLC, 364 F. Supp. 3d 207 \(S.D.N.Y. 2019\)](#)
211.   Cited in, Quoted  [Ramos v. PF Homestead, LLC, 358 F. Supp. 3d 1355 \(S.D. Fla. 2019\)](#)
212.   Cited in  [Hogan v. Spar Grp., Inc., 914 F.3d 34, 2019 WH Cases2d 24941 \(1st Cir. 2019\)](#)





















213.   Cited in, Quoted  [Fialek v. I.C. Sys., Inc., No. 3:18-cv-136-J-39MCR, 2019 BL 84049, 2019 Us Dist Lexis 39770, 2019 WL 660824 \(M.D. Fla. Jan. 24, 2019\)](#)
214.   Cited in  [Al-Ali v. Ken Garff Auto. Grp., No. 18-cv-12687, 2019 BL 62217 \(E.D. Mich. Jan. 22, 2019\)](#)
215.   Cited in, Quoted (See)  [Valdez v. Tyco Integrated Sec. LLC, No. 2-16-cv-00016-DN, 2019 BL 18151, 2019 FEP Cases 18151, 2019 WL 267469 \(D. Utah Jan. 18, 2019\)](#)
216.   Cited in, Quoted  [Fox v. Jeanes Hosp., 209 A.3d 494 \(Pa. Super. Ct. 2019\)](#)
217.   Cited in, Quoted  [Vina v. First Premier Bank, No. 8:18-cv-2902-T-33TGW, 2019 BL 7518, 2019 Us Dist Lexis 3945, 2019 WL 144924 \(M.D. Fla. Jan. 09, 2019\)](#)
218.   Cited in, Quoted (See)  [Passmore v. SSC Kerrville Hilltop Vill. Operating Co., No. SA-18-CV-00782-FB, 2019 BL 2914, 2019 WH Cases2d 2914 \(W.D. Tex. Jan. 04, 2019\)](#)
219.   Cited in, Quoted  [EEOC v. United Health Programs of Am., Inc., 350 F. Supp. 3d 199 \(E.D.N.Y. 2018\)](#)
220.   Cited in, Quoted  [Khosravi-Babadi v. Hawaiian Telcom, Inc., No. Civ. No. 17-00405 ACK-KJM, 2018 BL 476257, 2018 FEP Cases 476257, 2018 Us Dist Lexis 215499 \(D. Haw. Dec. 21, 2018\)](#)
221.   Cited in, Quoted (See also)  [Blue Cross & Blue Shield of Ga., Inc. v. DL Inv. Holdings, LLC, No. 1:18-cv-01304, 2018 BL 464410, 2018 Us Dist Lexis 210899, 2018 WL 6583882 \(N.D. Ga. Dec. 14, 2018\)](#)
222.   Discussed in, Quoted  [Wilson v. CPB Foods, LLC, No. 3:18-CV-014-CHB, 2018 BL 459546, 2018 Us Dist Lexis 210136, 2018 WL 6528463 \(W.D. Ky. Dec. 11, 2018\)](#)
223.   Cited in, Quoted  [Zendon v. Grandison Mgmt., Inc., No. 18-cv-4545 \(ARR\) \(JO\), 2018 BL 453713, 2018 Us Dist Lexis 207129, 2018 WL 6427636 \(E.D.N.Y. Dec. 07, 2018\)](#)
224.   Discussed in, Quoted  [Walker v. Menards, Inc., No. 18-cv-10298, 2018 BL 496339 \(E.D. Mich. Dec. 06, 2018\)](#)

225.   Cited in, Quoted  [ASARCO, LLC v. Steelworkers, 910 F.3d 485, 212 LRRM 3291 \(9th Cir. 2018\)](#)
226.   Cited in, Quoted  [Mendez v. Wal-Mart Assocs., No. EP-18-CV-189-PRM, 2018 BL 499721 \(W.D. Tex. Nov. 28, 2018\)](#)
227.   Cited in, Quoted  [Taylor v. Allied Title Lending, LLC \(In re Taylor\), 594 B.R. 643 \(Bankr. E.D. Va. 2018\)](#)
228.   Cited in  [Nat'l Fair Hous. Alliance v. Deutsche Bank, No. 18 C 0839, 2018 BL 425996, 2018 Us Dist Lexis 196636, 2018 WL 6045216 \(N.D. Ill. Nov. 19, 2018\)](#)
229.   Cited in  [Cuevas v. Verizon Wireless Pers. Commc'ns, LLP, No. 2:18-cv-371-FtM-99CM, 2018 BL 424563 \(M.D. Fla. Nov. 16, 2018\)](#)
230.   Cited in, Quoted (See)  [Xie v. De Young Props. 5418, LP, No. 1: 16-cv-01518-DAD-SKO, 2018 BL 424849 \(E.D. Cal. Nov. 16, 2018\)](#)
231.   Cited in (See)  [AMA Multimedia LLC v. Sagan Ltd., No. CV16-01269-PHX-DGC, 2018 BL 392840 \(D. Ariz. Oct. 24, 2018\)](#)
232.   Cited in, Quoted  [Silverstone v. Conn. Eye Surgery Ctr. South, LLC, No. NNHCV186080472S, 2018 BL 424009, 2018 CT Super Lexis 3621 \(Conn. Super. Ct. Oct. 23, 2018\)](#)
233.   Cited in, Quoted  [Mastronardi Int'l Ltd. v. SunSelect Produce \(Cal.\), Inc., No. 1:18-cv-00737-AWI-JLT, 2018 BL 387291, 2018 Us Dist Lexis 180162, 2018 WL 5262599 \(E.D. Cal. Oct. 19, 2018\)](#)
234.   Cited in, Quoted  [Pyciak v. Credit One Bank, N.A., No. 17-11415, 2018 BL 366795, 2018 WL 4787660 \(E.D. Mich. Oct. 04, 2018\)](#)
235.   Cited in  [Randle v. Metro. Transit Auth. of Harris Cty., No. H-18-1770, 2018 BL 359988, 2018 WH Cases2d 359988, 2018 Us Dist Lexis 169033, 2018 WL 4701567 \(S.D. Tex. Oct. 01, 2018\)](#)
236.   Cited in (Cf.)  [Am. Airlines, Inc. v. Mawhinney, 904 F.3d 1114, 42 IER Cases 1105 \(9th Cir. 2018\)](#)

237. Cited in, Quoted [Johnson v. Uber Techs., Inc., No. 16 C 5468, 2018 BL 341585, 2018 Us Dist Lexis 161155, 2018 WL 4503938 \(N.D. Ill. Sept. 20, 2018\)](#)
238. Cited in, Quoted [Joy v. Onemain Fin. Servs., Inc., No. 8:18-cv-1428-T-33JSS, 2018 BL 333008, 2018 WL 4383058 \(M.D. Fla. Sept. 14, 2018\)](#)
239. Cited in, Quoted [EEOC v. Norfolk Southern Corp., No. 2:17-cv-01251-CRE, 2018 BL 326673, 2018 AD Cases 326673, 2018 WL 4334615 \(W.D. Pa. Sept. 11, 2018\)](#)
240. Cited in, Quoted (See) [Akins v. Islamic Republic of Iran, 332 F. Supp. 3d 1 \(D.D.C. 2018\)](#)
241. Cited in, Quoted [Weishaar v. Wells Fargo Bank, N.A., No. 2:18-cv-02188-HLT-GLR, 2018 BL 315737, 2018 IER Cases 315737, 2018 WL 4189696 \(D. Kan. Aug. 31, 2018\)](#)
242. Cited in, Quoted [Vero Water, Inc. v. Shymanski, No. 17-23320-CIV-MARTINEZ/AOR, 2018 BL 316655 \(S.D. Fla. Aug. 30, 2018\)](#)
243. Cited in, Quoted [Opheim v. Wells Fargo Bank, No. 3:16-CV-1097-N-BK, 2018 BL 335066 \(N.D. Tex. Aug. 20, 2018\)](#)
244. Cited in, Quoted [Pantages v. Becker, 2018-Ohio-3170 \(App. 8th Dist. 2018\)](#)
245. Cited in, Quoted [Rumick v. Liberty Mut. Ins. Co., No. 17 C 2403, 2018 BL 280427, 2018 Us Dist Lexis 132126, 2018 WL 3740645 \(N.D. Ill. Aug. 06, 2018\)](#)
246. Cited in, Quoted [QBE Ins. Corp. v. Anufrom, No. 17-10540-RGS, 2018 BL 277073 \(D. Mass. Aug. 03, 2018\)](#)
247. Discussed in, Quoted (See also) [Moreno v. Prologistics Distribution, Inc., No. 18 C 1833, 2018 BL 275221, 2018 FEP Cases 275221, 2018 Us Dist Lexis 129386, 2018 WL 3659348 \(N.D. Ill. Aug. 02, 2018\)](#)
248. Cited in, Quoted [Jones v. FNMA, No. 3:17-CV-3213-L-BK, 2018 BL 298492 \(N.D. Tex. Aug. 02, 2018\)](#)





249.   Cited in  [Charles v. Portfolio Recovery Assocs., No. 3:17-CV-0955-YY, 2018 BL 493677, 2018 Us Dist Lexis 221665, 2018 WL 5660747 \(D. Or. Aug. 01, 2018\)](#)
250.   Cited in, Quoted  [Esanbock v. Weyerhaeuser Co., 367 F. Supp. 3d 925 \(D. Minn. 2018\)](#)
251.   Cited in  [EEOC v. Western Distrib. Co., 322 F. Supp. 3d 1100 \(D. Colo. 2018\)](#)
252.   Cited in, Quoted  [Ray v. NPRTO Fla., LLC, 743 Fed. Appx. 955 \(11th Cir. 2018\)](#)
253.   Cited in, Quoted  [Gherardi v. Citigroup Glob. Mkts., Inc., No. 1:18-cv-20969-UU, 2018 BL 544236, 2018 WL 4864851 \(S.D. Fla. July 26, 2018\)](#)
254.   Cited in  [Sharp v. Terminix Int'l, Inc., No. Case 2:18-cv-02072-SHM-dkv, 2018 BL 259160, 2018 WH Cases2d 259160 \(W.D. Tenn. July 20, 2018\)](#)
255.   Cited in  [Univ. Hosps. Rainbow Babies & Children's Hosp. v. Caresource, 2018-Ohio-2839 \(App. 8th Dist. 2018\)](#)
256.   Cited in (See)  [EEOC v. Prestige Care, Inc., No. 1:17-CV-1299 AWI SAB, 2018 BL 253721, 2018 AD Cases 253721 \(E.D. Cal. July 17, 2018\)](#)
257.   Cited in, Quoted  [White v. Adena Health Sys., No. 2:17-cv-593, 2018 BL 245662, 2018 IER Cases 245662, 2018 Us Dist Lexis 114975, 2018 WL 3377087 \(S.D. Ohio July 11, 2018\)](#)
258.   Cited in, Quoted  [Lester v. Portfolio Recovery Assocs., No. 1:18-CV-0267-VEH, 2018 BL 246382, 2018 WL 3374107 \(N.D. Ala. July 11, 2018\)](#)
259.   Discussed in, Quoted  [EEOC v. P.C. Iron, Inc., No. 3:16-cv-02372-CAB-\(WVG\), 2018 BL 244689 \(S.D. Cal. July 10, 2018\)](#)
260.   Cited in, Quoted  [Olshan Found. Repair Co. of Jackson, LLC v. Moore, 251 So. 3d 725 \(Miss. 2018\)](#)





































261. Cited in [Guest v. Air Liquide Am. Specialty Gases, LLC, No. 3:17-cv-01969-AC, 2018 BL 290941, 2018 Us Dist Lexis 136452 \(D. Or. June 28, 2018\)](#)
262. Cited in, Quoted [EEOC v. Marquez Bros. Int'l, Inc., No. 1:17-CV-44 AWI-EPG, 2018 BL 227093, 2018 FEP Cases 227093, 2018 WL 3197796 \(E.D. Cal. June 26, 2018\)](#)
263. Cited in [Hong Wang v. Precision Extrusion, Inc., No. 1:18-CV-350 \(FJS/DJS\), 2018 BL 225920 \(N.D.N.Y. June 26, 2018\)](#)
264. Discussed in (See) [Vande LLC v. Oxley, No. 17-cv-2865-SHM-cgc, 2018 BL 532906, 2018 WL 8299888 \(W.D. Tenn. June 26, 2018\)](#)
265. Discussed in (See) [Heid v. TA Operating, LLC, 421 P.3d 282 \(Nev. 2018\)](#)
266. Cited in (See) [Westside Invs., Inc. v. Dolberry, No. B276462, 2018 BL 224295 \(Cal. App. 2d Dist. June 25, 2018\)](#)
267. Cited in [Shillinglaw v. Baylor Univ., No. 05-17-00498-CV, 2018 BL 222110, 2018 TX App Lexis 4611, 2018 WL 3062451 \(Tex. App.-Dallas June 21, 2018\)](#)
268. Cited in, Quoted [Maroney v. Chip Buerger Custom Homes, Inc., No. 03-17-00355-CV, 2018 BL 217859, 2018 WL 3041087 \(Tex. App.-Austin June 20, 2018\)](#)
269. Cited in [EEOC v. Horizontal Well Drillers, LLC, No. CIV-17-879-R, 2018 BL 217674, 2018 AD Cases 217674, 2018 Us Dist Lexis 102434, 2018 WL 3029108 \(W.D. Okla. June 18, 2018\)](#)
270. Cited in, Quoted [Frederick v. Capitol Hill Healthcare Ctr., Inc., No. 2:18-cv-81-WKW-TFM, 2018 BL 217435 \(M.D. Ala. June 18, 2018\)](#)
271. Cited in, Quoted [Gomez v. O'Reilly Auto Enters., LLC, No. 3:17-CV-00284-KC, 2018 BL 534241 \(W.D. Tex. June 18, 2018\)](#)
272. Cited in [N.Y.C. Dist. Council of Carpenters Pension Fund v. Forde, No. 11 Civ. 5474 \(LAP\) \(GWG\) \(Lead Case\), 2018 BL 194423, 2018 Us Dist Lexis 92145, 2018 WL 2455437 \(S.D.N.Y. June 01, 2018\)](#)

273.   Cited in, Quoted  [Gamble v. New England Auto Fin., Inc., 735 Fed. Appx. 664, 2018 CR 65 \(11th Cir. 2018\)](#)
274.   Cited in  [PolyOne Corp. v. Westlake Vinyls, Inc., No. 5:17-CV-157-TBR, 2018 BL 190117, 2018 WL 2437241 \(W.D. Ky. May 30, 2018\)](#)
275.   Cited in, Quoted (See also)  [Shirk v. Gonzales, No. 17-CV-1129 MCA/KK, 2018 BL 189097, 2018 IER Cases 189097 \(D.N.M. May 29, 2018\)](#)
276.   Cited in, Quoted  [Wilson v. Bristol-Myers Squibb Co., No. 3:17-cv-2054-SI, 2018 BL 168647, 2018 IER Cases 168647, 2018 Us Dist Lexis 79938, 2018 WL 2187443 \(D. Or. May 11, 2018\)](#)
277.   Cited in  [Barr v. HSS, Inc., No. 17-cv-12820, 2018 BL 262598, 2018 AD Cases 262598 \(E.D. Mich. May 10, 2018\)](#)
278.   Cited in, Quoted  [Acad. of Allergy & Asthma in Primary Care v. Superior Healthplan, Inc., No. SA-17-CV-1122-FB \(HJB\), 2018 BL 244997, 2018 WL 3338421 \(W.D. Tex. May 01, 2018\)](#)
279.   Cited in, Quoted  [EEOC v. P.C. Iron, Inc., 316 F. Supp. 3d 1221 \(S.D. Cal. 2018\)](#)
280.   Cited in (See)  [Brunson-Bedi v. New York, No. 15 Civ. 9790 \(NSR\), 2018 BL 154728, 2018 FEP Cases 154728, 2018 Us Dist Lexis 74031, 2018 WL 2084171 \(S.D.N.Y. May 01, 2018\)](#)
281.   Cited in, Quoted  [Mey v. DIRECTV, LLC, No. 5:17-CV-179, 2018 BL 531786, 2018 Us Dist Lexis 231343, 2018 WL 7823097 \(N.D. W. Va. Apr. 25, 2018\)](#)
282.   Discussed in, Quoted  [State ex rel. Balderas v. ITT Educ. Servs., Inc., 2018-NMCA-044, 421 P.3d 849](#)
283.   Cited in, Quoted  [Warren v. Del Taco Rests., Inc., No. EDCV 18-0082 JGB \(SPx\), 2018 BL 525536, 2018 Us Dist Lexis 228153, 2018 WL 6167937 \(C.D. Cal. Apr. 23, 2018\)](#)
284.   Cited in, Quoted  [EEOC v. Phase 2 Invs. Inc., 310 F. Supp. 3d 550, 2018 FEP Cases 136566 \(D. Md. 2018\)](#)

285.   Cited in  [Namisnak v. Uber Techs., Inc., 315 F. Supp. 3d 1124 \(N.D. Cal. 2018\)](#)
286.   Cited in, Quoted  [Vogel v. Cotta, No. SACV 17-00482-CJC\(JCBx\), 2018 BL 525942 \(C.D. Cal. Apr. 09, 2018\)](#)
287.   Cited in, Quoted  [Scott v. Citizen Watch Co. of Am., No. 17-cv-00436-NC, 2018 BL 119441, 2018 WL 1626773 \(N.D. Cal. Apr. 04, 2018\)](#)
288.   Cited in  [EEOC v. Rent-A-Center East, Inc., 303 F. Supp. 3d 739 \(C.D. Ill. 2018\)](#)
289.   Cited in, Quoted  [FDIC v. Crowe Horwath LLP, No. 17 CV 04384, 2018 BL 105967, 2018 Us Dist Lexis 50250, 2018 WL 1508485 \(N.D. Ill. Mar. 27, 2018\)](#)
290.   Cited in, Quoted [GGNSC Louisville St. Matthews LLC v. Badgett, 728 Fed. Appx. 436 \(6th Cir. 2018\)](#)
291.   Cited in, Quoted (See)  [Bestway \(USA\), Inc. v. Sgromo, No. 17-cv-00205-HSG, 2018 BL 97546, 2018 WL 1411108 \(N.D. Cal. Mar. 21, 2018\)](#)
292.   Discussed in (See)  [Harris v. Fujitsu Am. Int'l, No. 17-cv-2563-SHM-cgc, 2018 BL 82024, 2018 FEP Cases 82024 \(W.D. Tenn. Mar. 09, 2018\)](#)
293.   Discussed in (See)  [Hotvet v. First Wilshire Sec. Mgmt., Inc., No. B271092, 2018 BL 75286, 2018 IER Cases 75286 \(Cal. App. 2d Dist. Mar. 06, 2018\)](#)
294.   Cited in, Quoted  [Abdullayeva v. Attending Homecare Servs., LLC, No. 17-CV-5951, 2018 BL 73867, 2018 WH Cases2d 73867, 2018 Us Dist Lexis 35552, 2018 WL 1181644 \(E.D.N.Y. Mar. 05, 2018\)](#)
295.   Cited in, Quoted  [Kellison v. First Premier Bank, No. CV 17-02318 SJO \(KK\), 2018 BL 526537 \(C.D. Cal. Mar. 05, 2018\)](#)
296.   Cited in, Quoted  [Smith v. Altisource Sols., Inc., 726 Fed. Appx. 384 \(6th Cir. 2018\)](#)
297.   Discussed in, Quoted (See)  [United States v. N.M. State Univ., No. 16-CV-911-JAP-LF, 2018 BL 53518, 2018 FEP Cases 53518, 2018 Us Dist Lexis 25827, 2018 WL 941702 \(D.N.M. Feb. 16, 2018\)](#)


298.   Cited in  [Perez v. CRST Int'l., Inc., No. EDCV 17-1081 VAP \(SPx\), 2018 BL 57871 \(C.D. Cal. Feb. 14, 2018\)](#)
299.   Cited in, Quoted  [Serna v. GCSG Holdings, LLC, No. 1:17CV360-LG-RHW, 2018 BL 545376 \(S.D. Miss. Feb. 12, 2018\)](#)
300.   Cited in, Quoted (See)  [Victim Servs., Inc. v. Consumer Fin. Prot. Bureau, 298 F. Supp. 3d 26 \(D.D.C. 2018\)](#)
301.   Cited in, Quoted (See)  [Ohio River Valley Assocs. v. PST Servs., Inc., No. 3:17-CV-00628-GNS, 2018 BL 41262, 2018 Us Dist Lexis 19758, 2018 WL 773424 \(W.D. Ky. Feb. 06, 2018\)](#)
302.   Cited in, Quoted (See)  [Alaska Elec. Pension Fund v. Bank of Am. Corp., 306 F. Supp. 3d 610 \(S.D.N.Y. 2018\)](#)
303.   Cited in, Quoted  [Ferrara v. Luxottica Retail N. Am. Inc., No. 8:17-cv-2914-T-33AEP, 2018 BL 26720, 2018 WH Cases2d 26720, 2018 WL 573430 \(M.D. Fla. Jan. 26, 2018\)](#)
304.   Cited in  [Mason v. Synchrony Bank, No. 3:17-cv-314, 2018 BL 20400, 2018 WH Cases2d 20400, 2018 Us Dist Lexis 9963, 2018 WL 527981 \(S.D. Ohio Jan. 22, 2018\)](#)
305.   Discussed in, Quoted  [SBM Site Servs., LLC v. Alvarez, No. 4:17CV3028, 2018 BL 41784 \(D. Neb. Jan. 19, 2018\)](#)
306.   Cited in, Quoted  [Glidepath Ltd. v. Beumer Corp., No. C.A. No. 12220-VCL, 2018 BL 385987, 2018 WL 321788 \(Del. Ch. Jan. 05, 2018\)](#)
307.   Discussed in (See generally)  [EEOC v. Western Distrib. Co., No. 16-cv-01727-LTB-STV, 2018 BL 1037 \(D. Colo. Jan. 03, 2018\)](#)
308.   Cited in (See also)  [Stephens v. Bd. of Supervisors of Univ. of La. Sys., No. 16-6885 SECTION "E" \(5\), 2017 BL 462623, 2017 Us Dist Lexis 211800, 2017 WL 6610468 \(E.D. La. Dec. 27, 2017\)](#)
309.   Cited in, Quoted (See)  [Baker v. AVI Food Sys., Inc., No. 10-CV-159, 2017 BL 462494, 2017 AD Cases 462494, 2017 WH Cases2d 462494 \(W.D.N.Y. Dec. 27, 2017\)](#)

310.  Cited in, Quoted [Archer & White Sales, Inc. v. Henry Schein, Inc., 878 F.3d 488 \(5th Cir. 2017\)](#)
311.  Discussed in, Quoted [EEOC v. G4S Secure Sols. USA, Inc., No. 17-CV-13195, 2017 BL 451336, 2017 AD Cases 451336 \(E.D. Mich. Dec. 18, 2017\)](#)
312.  Cited in, Quoted [Brachfeld v. Hopkins, No. CV 17-01443 SJO \(SSx\), 2017 BL 528273, 2017 WL 10436075 \(C.D. Cal. Dec. 11, 2017\)](#)
313.  Discussed in (But see) [Acosta v. Idaho Falls Sch. Dist. No. 91, 291 F. Supp. 3d 1162 \(D. Idaho 2017\)](#)
314.  Cited in, Quoted [EEOC v. N.M., Dep't of Corr., No. Civ. No. 15-879 KG/KK, 2017 BL 432659, 2017 FEP Cases 432659, 2017 Us Dist Lexis 198770, 2017 WL 6001752 \(D.N.M. Dec. 04, 2017\)](#)
315.  Cited in, Quoted [Straub v. Gulf Motel, Inc., No. 2:17-cv-479-FtM-99CM, 2017 BL 478446 \(M.D. Fla. Nov. 30, 2017\)](#)
316.  Cited in (See) [Gordon v. Sterling Jewelers, Inc., No. GLR-17-559, 2017 BL 428620 \(D. Md. Nov. 30, 2017\)](#)
317.  Cited in, Quoted [Mitchell v. Wells Fargo Bank, 280 F. Supp. 3d 1261 \(D. Utah 2017\)](#)
318.  Cited in, Quoted [Gamble v. New Eng. Auto Fin., Inc., 281 F. Supp. 3d 1354 \(N.D. Ga. 2017\)](#)
319.  Cited in, Quoted [Mem'l Hermann Health Sys. v. Blue Cross Blue Shield of Tex., No. H-17-2661, 2017 BL 413750, 2017 Us Dist Lexis 190412, 2017 WL 5593523 \(S.D. Tex. Nov. 17, 2017\)](#)
320.  Cited in, Quoted [Ortolani v. Freedom Mortg. Corp., No. EDCV 17-1462 JGB \(KKx\), 2017 BL 548019 \(C.D. Cal. Nov. 16, 2017\)](#)
321.  Cited in (See) [OmniGen Research, LLC v. Wang, No. 6:16-cv-268-MC, 2017 BL 411796, 2017 Us Dist Lexis 189543, 2017 WL 5505041 \(D. Or. Nov. 16, 2017\)](#)
322.  Cited in, Quoted (See) [Icebox-Scoops, Inc. v. Finanz St. Honore, B.V., 715 Fed. Appx. 54 \(2d Cir. 2017\)](#)
















323.   Cited in (See also)  [Walkwell Int'l, Inc. v. DJO Glob., Inc., No. 1:17-cv-00270-EJL-REB, 2017 BL 410935, 2017 Us Dist Lexis 189981, 2017 WL 5490840 \(D. Idaho Nov. 15, 2017\)](#)
324.   Discussed in, Quoted (See)  [Silva v. Fry's Electronics, Inc., No. A146622, 2017 BL 409713, 2017 WH Cases2d 409713 \(Cal. App. 1st Dist. Nov. 15, 2017\)](#)
325.   Cited in, Quoted  [First S. Capital Dev. Corp. v. Sheet Metal Workers' Pension Plan, No. B276724, 2017 BL 388379 \(Cal. App. 2d Dist. Oct. 30, 2017\)](#)
326.   Cited in, Quoted (See generally)  [Genoptix Inc. v. Dabbas, No. 3:17-CV-1468-CAB-AGS, 2017 BL 366611 \(S.D. Cal. Oct. 11, 2017\)](#)
327.   Cited in, Quoted  [Sophia's Cure Inc. v. AveXis, Inc., No. 2:16-cv-865, 2017 BL 362385, 2017 WL 4541449 \(S.D. Ohio Oct. 10, 2017\)](#)
328.   Cited in, Quoted  [Cummings v. City of New York, 302 F. Supp. 3d 511, 209 LRRM 3677 \(S.D.N.Y. 2017\)](#)
329.   Distinguished in, Quoted  [Huddleston v. John Christner Trucking, LLC, No. 1:17-cv-00925-LJO-SAB, 2017 BL 345138, 2017 Us Dist Lexis 160218, 2017 WL 4310348 \(E.D. Cal. Sept. 27, 2017\)](#)
330.   Cited in  [Smalls v. Credit Acceptance Corp., No. 9:16-cv-01954-DCN, 2017 BL 540653 \(D.S.C. Sept. 25, 2017\)](#)
331.   Cited in  [Diverse Enters. v. Beyond Int'l, Inc., No. SA-16-CV-1036-RCL, 2017 BL 339643 \(W.D. Tex. Sept. 22, 2017\)](#)
332.   Cited in, Quoted  [Novic v. Midland Funding, LLC, 271 F. Supp. 3d 778 \(D. Md. 2017\)](#)
333.   Cited in  [Hefter v. Charlie, Inc., No. 2:16-cv-01805-RDP, 2017 BL 329999, 2017 Us Dist Lexis 151764, 2017 WL 4155101 \(N.D. Ala. Sept. 19, 2017\)](#)
334.   Cited in, Quoted  [Rejuso v. Brookdale Senior Living, Inc., No. CV 17-4647 DSF \(KSx\), 2017 BL 333218 \(C.D. Cal. Sept. 18, 2017\)](#)
335.   Cited in, Quoted  [Hunter v. NHCash.com, LLC, No. 3:17cv348-HEH, 2017 BL 320315 \(E.D. Va. Sept. 12, 2017\)](#)

336. Cited in, Quoted [United States ex rel. Welch v. My Left Foot Children's Therapy, LLC, 871 F.3d 791, 42 IER Cases 364 \(9th Cir. 2017\)](#)
337. Cited in, Quoted [Thomas v. Sherwin P. Robin & Assocs., No. CIVIL ACTION FILE NO. 1:16-CV-2529-AT-AJB, 2017 BL 541745 \(N.D. Ga. Sept. 07, 2017\)](#)
338. Cited in, Quoted (See) [EEOC v. PC Iron, Inc., No. #:16-cv-02372-CAB-\(WVG\), 2017 BL 307917, 2017 FEP Cases 307917 \(S.D. Cal. Aug. 31, 2017\)](#)
339. Cited in (See) [Beta Soft Sys., Inc. v. Yosemite Grp., LLC, No. 2:16-cv-01748-GMN-VCF, 2017 BL 301461, 2017 WL 3707393 \(D. Nev. Aug. 25, 2017\)](#)
340. Discussed in, Quoted (See) [Developers Sur. & Indem. Co. v. Carothers Constr., Inc., No. 17-2292-JWL, 2017 BL 297714, 2017 WL 3674975 \(D. Kan. Aug. 24, 2017\)](#)
341. Cited in (See) [Lancaster v. Comcast Commc'ns Mgmt. LLC, No. 16-14446, 2017 BL 295290, 2017 IER Cases 295290, 2017 Us Dist Lexis 134522, 2017 WL 3616494 \(E.D. Mich. Aug. 23, 2017\)](#)
342. Cited in, Quoted [Fowler v. Omnova Sols., No. 1:16-CV-00160-NBB-DAS, 2017 BL 293762 \(N.D. Miss. Aug. 21, 2017\)](#)
343. Discussed in, Quoted [EEOC v. Austal USA, LLC, No. Misc. No. 17-00006-WS-MU, 2017 BL 292833, 2017 WL 4563078 \(S.D. Ala. Aug. 18, 2017\)](#)
344. Cited in, Quoted [WTE-S&S AG Enters., LLC v. GHD, Inc. \(In re WTE-S&S AG Enters., LLC\), 575 B.R. 397 \(Bankr. N.D. Ill. 2017\)](#)
345. Cited in, Quoted (See also) [Weller v. JP Morgan Chase Bank, N.A., No. 3:16-CV-110, 2017 BL 290567, 2017 WL 3581099 \(N.D. W. Va. Aug. 18, 2017\)](#)
346. Cited in, Quoted [Eeoc v. Union Pac. R.R., 867 F.3d 843, 130 FEP Cases 606 \(7th Cir. 2017\)](#)

347.  Discussed in (See) [Goolsby v. Primeflight Aviation Servs., Inc., No. 5:17-cv-06069-SRB, 2017 BL 486462, 2017 WL 4570826 \(W.D. Mo. Aug. 09, 2017\)](#)
348.  Cited in [GGNSC Louisville Camelot LLC v. Coppedge, No. CIVIL ACTION 3:16-CV-00834-TBR, 2017 BL 278034, 2017 Us Dist Lexis 125715, 2017 WL 3430579 \(W.D. Ky. Aug. 08, 2017\)](#)
349.  Cited in, Quoted [Esparza v. KS Indus., LP, 13 Cal.App.5th 1228, 221 Cal.Rptr.3d 594, 2017 WH Cases2d 269603 \(App. 5th Dist. 2017\)](#)
350.  Cited in, Quoted (See) [Adams v. Conn Appliances Inc., No. CV-17-00362-PHX-DLR 9, 2017 BL 271146, 2017 WL 3315204 \(D. Ariz. Aug. 01, 2017\)](#)
351.  Cited in, Quoted [Shaffer v. DeKalb Cty. Sheriff, No. CAUSE NO.: 1:17-CV-70-TLS, 2017 BL 262562 \(N.D. Ind. July 27, 2017\)](#)
352.  Cited in, Quoted [GGNSC Louisville St. Matthews, LLC v. Badgett, No. 3:17-CV-00188-TBR, 2017 BL 251761, 2017 Us Dist Lexis 113109, 2017 WL 3097534 \(W.D. Ky. July 20, 2017\)](#)
353.  Discussed in, Quoted (See also) [EmployBridge, LLC v. Riven Rock Staffing, LLC, No. 16-833 WJ/KK, 2017 BL 250161, 2017 IER Cases 250161 \(D.N.M. July 19, 2017\)](#)
354.  Cited in, Quoted [Hose v. Wash. Inventory Servs., Inc., No. 14cv2869-WQH-AGS, 2017 BL 254096, 2017 WL 3085846 \(S.D. Cal. July 19, 2017\)](#)
355.  Cited in [O'Meara v. IntePros Inc., No. 3:16CV01840 \(HBF\), 2017 BL 255422, 2017 FEP Cases 255422, 2017 IER Cases 255422, 2017 Us Dist Lexis 114781, 2017 WL 3140359 \(D. Conn. July 19, 2017\)](#)
356.  Cited in (See) [Presta v. Omni Hotels Mgmt. Corp., No. 4:17-cv-0912, 2017 BL 247546, 2017 AD Cases 247546, 2017 FEP Cases 247546 \(S.D. Tex. July 18, 2017\)](#)

357.   Cited in, Quoted  [Elsadig v. Luxottica Retail N. Am., Inc., No. 3:16-CV-02055-L, 2017 BL 269762, 2017 Us Dist Lexis 121595, 2017 WL 3267926 \(N.D. Tex. July 10, 2017\)](#)
358.   Cited in, Quoted  [Dennie v. MedImmune, Inc., No. PX 16-3643, 2017 BL 237287, 2017 Us Dist Lexis 106225, 2017 WL 2930462 \(D. Md. July 10, 2017\)](#)
359.   Cited in, Quoted  [Campinha-Bacote v. AT&T Corp., 2017-Ohio-5608, 2017 ILRC 2093 \(App. 10th Dist. 2017\)](#)
360.   Cited in  [Nardolilli v. Bank of N.Y. Mellon, No. 16-81653-CIV-ZLOCH/HUNT, 2017 BL 215302 \(S.D. Fla. June 21, 2017\)](#)
361.   Cited in  [Shea v. Ditech Fin. LLC, 255 F. Supp. 3d 273 \(D. Mass. 2017\)](#)
362.   Cited in, Quoted  [Ortega v. Spearmint Rhino Cos. Worldwide, Inc., No. EDCV 17-206 JGB \(KKx\), 2017 BL 538909 \(C.D. Cal. June 12, 2017\)](#)
363.   Cited in, Quoted (See)  [G & G Closed Circuit Events, LLC v. Aguirre, No. 3:14-CV-1884-PPS-MGG, 2017 BL 195823 \(N.D. Ind. June 08, 2017\)](#)
364.   Cited in  [Pembroke Health Facilities, LP v. Ford, No. CIVIL ACTION 5:16-CV-00158-TBR, 2017 BL 194245, 2017 Us Dist Lexis 87852, 2017 WL 2486354 \(W.D. Ky. June 07, 2017\)](#)
365.   Cited in (See also)  [Gemshares, LLC v. Kinney, No. 17 Civ. 844 \(CM\), 2017 BL 195272, 2017 Us Dist Lexis 88182, 2017 WL 2559232 \(S.D.N.Y. June 02, 2017\)](#)
366.   Discussed in (See)  [Heard v. City of Union City, No. CIVIL ACTION FILE NO. 1:15-cv-2228-MHC-JKL, 2017 BL 434503, 2017 Us Dist Lexis 199548, 2017 WL 4334243 \(N.D. Ga. May 23, 2017\)](#)
367.   Cited in, Quoted (See)  [Am. States Ins. Co. v. Ins. Co. of Pa., No. 2:12-cv-01489-MCE-AC, 2017 BL 172572 \(E.D. Cal. May 22, 2017\)](#)
368.   Cited in  [N. Am. Deer Registry, Inc. v. DNA Sols., Inc., No. 4:17-CV-00062, 2017 BL 162901, 2017 Us Dist Lexis 73930, 2017 WL 2120015 \(E.D. Tex. May 16, 2017\)](#)

369.  Discussed in, Quoted [N. Ky. Area Dev. Dist. v. Snyder, No. 2015-CA-001167-MR, 2017 BL 173044 \(Ky. Ct. App. May 12, 2017\)](#)
370.  Discussed in, Quoted (Cf.) [Oliveira v. New Prime, Inc., 857 F.3d 7, 27 WH Cases2d 512 \(1st Cir. 2017\)](#)
371.  Cited in, Quoted [Doe v. Hallmark Partners, LP, 227 So. 3d 1052 \(Miss. 2017\)](#)
372.  Discussed in, Quoted [Unlimited Prepaid, Inc. v. Airvoice Wireless Express, LLC, No. CV 17-01409 SJO \(JPRx\), 2017 BL 522867, 2017 Us Dist Lexis 222334, 2017 WL 8230848 \(C.D. Cal. May 10, 2017\)](#)
373.  Cited in, Quoted [Vitale & Assocs. v. Lowden, 690 Fed. Appx. 555 \(9th Cir. 2017\)](#)
374.  Cited in, Quoted [Knight v. Idea Buyer, LLC, No. 2:16-cv-1175, 2017 BL 153552, 2017 WL 1838019 \(S.D. Ohio May 08, 2017\)](#)
375.  Cited in, Quoted (See) [Prime Finish, LLC v. ITW Deltar IPAC, No. 5:08-cv-0438-GFVT, 2017 BL 151992 \(E.D. Ky. May 05, 2017\)](#)
376.  Cited in, Quoted [Perez v. DirecTV Grp. Holdings, LLC, 251 F. Supp. 3d 1328 \(C.D. Cal. 2017\)](#)
377.  Cited in, Quoted [EEOC v. Bass Pro Outdoor World, LLC, 865 F.3d 216 \(5th Cir. 2017\)](#)
378.  Cited in, Quoted [Sunvison v. Rentokil N. Am., Inc., No. 3:16-cv-2151-PK, 2017 BL 165527 \(D. Or. Apr. 21, 2017\)](#)
379.  Cited in, Quoted [Three-C Body Shops, Inc. v. Nationwide Mut. Fire Ins. Co., 2017-Ohio-1462, 81 N.E.3d 499 \(App. 10th Dist. 2017\)](#)
380.  Cited in, Quoted [Three-C Body Shops, Inc. v. Nationwide Mut. Fire Ins. Co., 2017-Ohio-1461 \(App. 10th Dist. 2017\)](#)
381.  Cited in [J&J Sports Prods., Inc. v. KD Retail, Inc., No. PX 16-2380, 2017 BL 131494, 2017 Us Dist Lexis 61347, 2017 WL 1450218 \(D. Md. Apr. 20, 2017\)](#)
382.  Cited in, Quoted [Smith v. Altisource Sols. S. A.R.L., No. 16-cv-11503, 2017 BL 126456, 2017 WL 1381106 \(E.D. Mich. Apr. 18, 2017\)](#)








383.   Cited in, Quoted  [In re Auto. Parts Antitrust Litig., No. 12-md-02311, 2017 BL 398516, 2017 WL 3579753 \(E.D. Mich. Apr. 18, 2017\)](#)
384.   Discussed in, Quoted  [Hamilton-Warwick v. Verizon Wireless, No. 16-3461 \(JRT/BRT\), 2017 BL 149872, 2017 Us Dist Lexis 68532, 2017 WL 1740462 \(D. Minn. Apr. 12, 2017\)](#)
385.   Cited in  [MidFirst Bank v. Safeguard Props., LLC, No. CIV-17-231-D, 2017 BL 153321 \(W.D. Okla. Apr. 08, 2017\)](#)
386.   Cited in (See)  [Murillo v. Coryell Cty. Tradesmen, LLC, No. 15-3641 SECTION: "G"\(1\), 2017 BL 98781, 2017 Us Dist Lexis 45300, 2017 WL 1155166 \(E.D. La. Mar. 28, 2017\)](#)
387.   Cited in, Quoted  [Song v. Charter Commc'ns, Inc., No. 17cv325 JM \(JLB\), 2017 BL 99700, 2017 Us Dist Lexis 45972, 2017 WL 1149286 \(S.D. Cal. Mar. 28, 2017\)](#)
388.   Cited in  [McGrew v. VCG Holding Corp., 244 F. Supp. 3d 580 \(W.D. Ky. 2017\)](#)
389.   Cited in, Quoted  [United States ex rel. Fisher v. JPMorgan Chase Bank N.A., No. 4:16-CV-00395-ALM, 2017 BL 96280 \(E.D. Tex. Mar. 27, 2017\)](#)
390.   Cited in, Quoted (See)  [Am. States Ins. Co. v. Ins. Co. of Pa., No. 2:12-cv-01489-MCE-AC, 2017 BL 99550, 2017 Us Dist Lexis 45885, 2017 WL 1174726 \(E.D. Cal. Mar. 27, 2017\)](#)
391.   Cited in, Quoted  [EEOC v. KB Staffing, LLC, No. Case No: 8:16-cv-01088-JDW-MAP, 2017 BL 82185, 2017 AD Cases 82185 \(M.D. Fla. Mar. 16, 2017\)](#)
392.   Discussed in, Quoted  [Hebbronville Lone Star Rentals, LLC v. Sunbelt Rentals Indus. Servs., LLC, No. 1:16-CV-856-RP, 2017 BL 81454 \(W.D. Tex. Mar. 15, 2017\)](#)
393.   Cited in, Quoted  [E. El Paso Physicians' Med. Ctr., LLC v. Aetna Health Inc., No. EP-16-CV-44-KC, 2017 BL 66259, 2017 Us Dist Lexis 30022, 2017 WL 876313 \(W.D. Tex. Mar. 02, 2017\)](#)

EEOC v. Waffle House, Inc., 534 U.S. 279, 122 S. Ct. 754, 151 L. Ed. 2d 755, 12 AD Cases 1001, 70 U.S.L.W. 4081 (2002), Court Opinion

394. Cited in, Quoted [EEOC v. TriCore Reference Labs., 849 F.3d 929, 129 FEP Cases 1741, 33 AD Cases 472 \(10th Cir. 2017\)](#)
395. Cited in [In re Marion Clay & Gravel, LLC, No. 15-50724-KMS, 2017 BL 57879 \(Bankr. S.D. Miss. Feb. 24, 2017\)](#)
396. Cited in (See also) [Montgomery-Smith v. La. Dep't of Health & Hosps., No. 15-6369 SECTION: "E"\(3\), 2017 BL 51882, 2017 Us Dist Lexis 23587, 2017 WL 679536 \(E.D. La. Feb. 21, 2017\)](#)
397. Cited in [Nance v. Ira E. Clark Detective Agency, Inc., No. 3:15-cv-00073-RLY-MPB, 2017 BL 44106, 2017 AD Cases 44106, 2017 WH Cases2d 44106 \(S.D. Ind. Feb. 14, 2017\)](#)
398. Cited in, Quoted [Rodriguez v. Xerox Bus. Servs., LLC, No. EP-16-CV-00041-FM, 2017 BL 478426 \(W.D. Tex. Feb. 09, 2017\)](#)
399. Cited in [Golden Gate Nat'l Senior Care Louisville Mt. Holly, LLC v. Turner, No. 3:16-CV-00149-TBR, 2017 BL 39487, 2017 Us Dist Lexis 18286, 2017 WL 537200 \(W.D. Ky. Feb. 08, 2017\)](#)
400. Cited in, Quoted [Chamber of Commerce of U.S. v. Hugler, 231 F. Supp. 3d 152 \(N.D. Tex. 2017\)](#)
401. Cited in (See) [Stockton v. Christus Health Se. Tex., No. 1:15-CV-333, 2017 BL 35176, 2017 Us Dist Lexis 16091, 2017 WL 1287550 \(E.D. Tex. Feb. 03, 2017\)](#)
402. Cited in (See) [T&S Brass & Bronze Works, Inc. v. Slanina, No. 6:16-3687-MGL, 2017 BL 540656 \(D.S.C. Feb. 02, 2017\)](#)
403. Cited in [EEOC v. Flambeau, Inc., 846 F.3d 941, 33 AD Cases 394 \(7th Cir. 2017\)](#)
404. Cited in, Quoted [MRG Lake Villa, LLC v. Arrowood Home Rentals, LLC, No. 329053, 2017 BL 20376 \(Mich. Ct. App. Jan. 24, 2017\)](#)
405. Discussed in [Halstead v. Hessemann, 846 F.3d 547 \(2d Cir. 2017\)](#)
406. Cited in, Quoted [G.P.P., Inc. v. Guardian Prot. Prods., Inc., No. 1:15-cv-00321-SKO, 2017 BL 14483, 2017 Us Dist Lexis 7056, 2018 WL 220305 \(E.D. Cal. Jan. 18, 2017\)](#)

407.   Cited in, Quoted (See)  [Forrester Winne v. Nat'l Collegiate Student Loan Tr. 2005-1, No. 1:16-cv-00229-JDL, 2017 BL 8281, 2017 WL 108008 \(D. Me. Jan. 11, 2017\)](#)
408.   Cited in, Quoted  [Golden Gate Nat'l Senior Care, LLC v. Leiner, No. 16-1301, 2017 BL 8407 \(W.D. Pa. Jan. 09, 2017\)](#)
409.   Cited in, Quoted  [Keller v. Trans Union LLC, No. CV-15-01318-PHX-JJT, 2017 BL 578 \(D. Ariz. Jan. 03, 2017\)](#)
410.   Cited in  [Calderone v. Sonic Houston JLR, LP, No. H-15-3699, 2016 BL 424896, 2016 WL 738642 \(S.D. Tex. Dec. 21, 2016\)](#)
411.   Discussed in (Cf.)  [Labor Relations Div. of Constr. Indus. of Mass., Inc. v. Healey, 844 F.3d 318, 208 LRRM 3050 \(1st Cir. 2016\)](#)
412.   Cited in, Quoted  [Archer & White Sales, Inc. v. Henry Schein, Inc., No. 2:12-cv-572-JRG, 2016 BL 407705, 2016 Us Dist Lexis 169245, 2016 WL 7157421 \(E.D. Tex. Dec. 07, 2016\)](#)
413.   Cited in (See)  [McAdoo v. Metro. Atlanta Transit Auth., No. 1:16-cv-734-WSD-JKL, 2016 BL 449136 \(N.D. Ga. Dec. 07, 2016\)](#)
414.   Cited in, Quoted (See)  [McFadden v. Tulsa Cty. Bd. of Cty. Comm'rs, No. 15-CV-348-JHP-PJC, 2016 BL 391854, 2016 WH Cases2d 391854, 2016 Us Dist Lexis 162502, 2016 WL 6902182 \(N.D. Okla. Nov. 23, 2016\)](#)
415.   Cited in, Quoted  [Pierre v. Macy's Retail Holdings, Inc., No. 16-CV-2556 \(JMA\) \(AKT\), 2016 BL 528544 \(E.D.N.Y. Nov. 23, 2016\)](#)
416.   Discussed in  [Williams v. Pa. Human Relations Comm'n, No. 14-1290, 2016 BL 386858, 2016 FEP Cases 386858, 2016 Us Dist Lexis 160760, 2016 WL 6834612 \(W.D. Pa. Nov. 21, 2016\)](#)
417.   Cited in, Quoted  [Matos v. Coggin Auto. Corp., No. 3:16-CV-956-J-39PDB, 2016 BL 530615, 2016 Us Dist Lexis 199637, 2016 WL 10789570 \(M.D. Fla. Nov. 15, 2016\)](#)
418.   Discussed in, Quoted  [EEOC v. Scott Med. Health Ctr., P.C., 217 F. Supp. 3d 834, 2016 FEP Cases 370377 \(W.D. Pa. 2016\)](#)

419.   Cited in, Quoted (See)  [Shank v. Health Care Serv. Corp., No. 16 C 3993, 2016 BL 367733 \(N.D. Ill. Nov. 03, 2016\)](#)
420.   Cited in  [United States v. Fid. & Deposit of Md., No. 16-5575 RJB, 2016 BL 359067 \(W.D. Wash. Oct. 27, 2016\)](#)
421.   Cited in  [In re No Place Like Home, Inc., 559 B.R. 863 \(Bankr. W.D. Tenn. 2016\)](#)
422.   Cited in, Quoted  [Cowsette v. FNMA, No. 3:16-cv-2430-L, 2016 BL 398316 \(N.D. Tex. Oct. 27, 2016\)](#)
423.   Cited in (See)  [TWTB, Inc. v. Rampick, No. CIVIL ACTION CASE NO. 15-3399 SECTION: "G" \(2\), 2016 BL 492649 \(E.D. La. Oct. 25, 2016\)](#)
424.   Cited in  [Holland v. LVNV Funding, LLC, No. 5:16-CV-00069, 2016 BL 351711, 2016 Us Dist Lexis 146112, 2016 WL 6156187 \(W.D. Ky. Oct. 21, 2016\)](#)
425.   Cited in, Quoted  [Spencer v. Midland Funding LLC, No. 3:16-cv-00093-BR, 2016 BL 501628, 2016 Us Dist Lexis 193256, 2016 WL 8677216 \(D. Or. Oct. 21, 2016\)](#)
426.   Cited in (See)  [Bouchard Transp. Co. v. VT Halter Marine, Inc., No. 16-11264 SECTION: "G" \(2\), 2016 BL 350194, 2016 Us Dist Lexis 145425, 2016 WL 6124328 \(E.D. La. Oct. 20, 2016\)](#)
427.   Cited in (See also)  [McNealy v. Becnel, No. 14-2181 SECTION: "E" \(2\), 2016 BL 345103 \(E.D. La. Oct. 17, 2016\)](#)
428.   Discussed in, Quoted (See)  [Ziober v. BLB Res., Inc., 839 F.3d 814, 207 LRRM 3405 \(9th Cir. 2016\)](#)
429.   Cited in, Quoted  [Slaughter v. Amsher Collection Serv., No. 1:16-CV-1768-ELR-WEJ, 2016 BL 526748 \(N.D. Ga. Oct. 11, 2016\)](#)
430.   Cited in, Quoted  [Slaughter v. Amsher Collection Serv., No. CIVIL ACTION FILE NO. 1:16-CV-1768-ELR-WEJ, 2016 BL 526918 \(N.D. Ga. Oct. 11, 2016\)](#)



431.   Discussed in, Quoted (See)  [In re Lithium Ion Batteries Antitrust Litig. \(Dell Inc. v. LG Chem, Ltd.\), No. 4:13-MD-02420, 2016 BL 331905 \(N.D. Cal. Oct. 04, 2016\)](#)
432.   Discussed in  [Taylor v. Extencicare Health Facilities, Inc., 637 Pa. 163, 147 A.3d 490 \(2016\)](#)
433.   Discussed in  [United States v. Kolbusz, 837 F.3d 811 \(7th Cir. 2016\)](#)
434.   Cited in, Quoted (See generally)  [Crump v. Dep't of Navy, 205 F. Supp. 3d 730, 2016 AD Cases 293551 \(E.D. Va. 2016\)](#)
435.   Cited in, Quoted (See)  [Chassen v. Fid. Nat'l Fin., Inc., 836 F.3d 291 \(3d Cir. 2016\)](#)
436.   Cited in  [Del Ciotto v. Pa. Hosp., No. 00653, 2016 BL 315533 \(Pa. Ct. Com. Pl. Sept. 07, 2016\)](#)
437.   Cited in, Quoted  [Sangkharat v. Dr. Reynolds & Assoc., P.C., No. 16-10514, 2016 BL 290145 \(E.D. Mich. Sept. 06, 2016\)](#)
438.   Cited in, Quoted  [Jones v. Live Nation Entm't, Inc., 2016 IL App \(1st\) 152923, 407 Ill. Dec. 527, 63 N.E.3d 959](#)
439.   Distinguished in, Quoted  [EEOC v. Baltimore Cty., 202 F. Supp. 3d 499, 2016 FEP Cases 275106 \(D. Md. 2016\)](#)
440.   Discussed in, Quoted  [EEOC v. JBS USA, LLC, No. 8:10CV318, 2016 BL 270267, 2016 FEP Cases 270267, 2016 Us Dist Lexis 110697, 2016 WL 4435198 \(D. Neb. Aug. 19, 2016\)](#)
441.   Cited in, Quoted  [Santos v. Wincor Nixdorf, Inc., No. 1:16-cv-440 RP, 2016 BL 269978, 2016 FEP Cases 269978, 2016 WH Cases2d 269978, 2016 WL 4435271 \(W.D. Tex. Aug. 19, 2016\)](#)
442.   Cited in, Quoted (See)  [Jones v. Cty. of San Bernardino, No. EDCV 15-00080-DTB, 2016 BL 267278, 2016 Us Dist Lexis 109508, 2016 WL 4425711 \(C.D. Cal. Aug. 17, 2016\)](#)
443.   Cited in (See)  [TWTB, Inc. v. Rampick, No. 15-3399 SECTION: "G" \(2\), 2016 BL 251774, 2016 Us Dist Lexis 101939, 2016 WL 4131081 \(E.D. La. Aug. 03, 2016\)](#)





























444.   Cited in, Quoted (See)  [Weinstock Porter Dev., LLC v. Teixeira Farms, Inc., No. B253455, 2016 BL 266129, 2016 WL 4155767 \(Cal. App. 2d Dist. Aug. 03, 2016\)](#)
445.   Cited in, Quoted  [J & J Sports Prods. Inc. v. Gil, No. PWG-15-1366, 2016 BL 249328, 2016 WL 4089567 \(D. Md. Aug. 01, 2016\)](#)
446.   Cited in, Quoted  [Tigges v. AM Pizza, Inc., No. 16-10136-WGY, 2016 BL 248462, 2016 WH Cases2d 248462, 2016 Us Dist Lexis 100366, 2016 WL 4076829 \(D. Mass. July 29, 2016\)](#)
447.   Cited in, Quoted (See)  [Medina v. Harco Nat'l Ins. Co., No. CV 15-05595-BRO \(MRWx\), 2016 BL 535060 \(C.D. Cal. July 29, 2016\)](#)
448.   Cited in  [Narez v. Macy's West Stores, Inc., No. 16-cv-00936-LHK, 2016 BL 246628, 2016 Us Dist Lexis 99792, 2016 WL 4045376 \(N.D. Cal. July 28, 2016\)](#)
449.   Discussed in (See)  [Krupczak v. DLA Piper LLP, No. WMN-16-23, 2016 BL 241706, 2016 Us Dist Lexis 97801 \(D. Md. July 27, 2016\)](#)
450.   Cited in (See)  [Noffz v. Austin Maint. & Constr., Inc., No. 8:16-208-MGL-KFM, 2016 BL 263971, 2016 Us Dist Lexis 107713, 2016 WL 4385872 \(D.S.C. July 25, 2016\)](#)
451.   Discussed in, Quoted (See generally)  [MetLife Sec., Inc. v. Holt, No. 2:16-CV-32, 2016 BL 234124, 2016 Us Dist Lexis 95017, 2016 WL 3964459 \(E.D. Tenn. July 21, 2016\)](#)
452.   Cited in (See)  [Dr. Robert L. Meinders, D.C., Ltd. v. UnitedHealthcare, Inc., No. 14-0548-DRH, 2016 BL 228592, 2016 WL 3855032 \(S.D. Ill. July 15, 2016\)](#)
453.   Cited in  [Hale v. Heath, No. 15cv1676-LAB \(JMA\), 2016 BL 228318, 2016 ILRC 2247 \(S.D. Cal. July 14, 2016\)](#)
454.   Cited in, Quoted  [Webster v. Dollar Gen., Inc., 197 F. Supp. 3d 692, 2016 FEP Cases 226455 \(D.N.J. 2016\)](#)
455.   Cited in, Quoted  [Phila. Indem. Ins. Co. v. City of Fresno, No. 2:16-cv-495-JAM-KJN, 2016 BL 225384 \(E.D. Cal. July 12, 2016\)](#)

456.   Cited in, Quoted  [Crooker v. United States, 828 F.3d 1357 \(Fed. Cir. 2016\)](#)
457.   Cited in, Quoted  [Williams v. Home Depot U.S.A., Inc., No. 3:15-CV-3655-L, 2016 BL 244988 \(N.D. Tex. July 08, 2016\)](#)
458.   Cited in  [Amat v. Rey Pizza Corp., 204 F. Supp. 3d 1359 \(S.D. Fla. 2016\)](#)
459.   Discussed in (Cf.)  [Garity v. Postal Workers, 828 F.3d 848, 32 AD Cases 1565 \(9th Cir. 2016\)](#)
460.   Cited in, Quoted  [Brandenburg Health Facilities, LP v. Mattingly, No. 3:15-cv-833-DJH, 2016 BL 196600, 2016 Us Dist Lexis 79729, 2016 WL 3448733 \(W.D. Ky. June 20, 2016\)](#)
461.   Cited in, Quoted (See)  [EEOC v. Bass Pro Outdoor World, LLC, 826 F.3d 791, 2016 FEP Cases 194793 \(5th Cir. 2016\)](#)
462.   Cited in, Quoted (See)  [Milwaukee Ctr. for Indep., Inc. v. Milwaukee Health Care, LLC, No. 15-C-1479, 2016 BL 184890, 2016 WL 3212087 \(E.D. Wis. June 09, 2016\)](#)
463.   Cited in  [AFT Mich. v. State, 315 Mich. App. 602, 893 N.W.2d 90 \(Ct. App. 2016\)](#)
464.   Cited in, Quoted (See)  [Reese v. County of Sacramento, No. 2:13-cv-00559-GEB-KJN, 2016 BL 176299, 2016 Us Dist Lexis 72270, 2016 WL 3126055 \(E.D. Cal. June 02, 2016\)](#)
465.   Cited in, Quoted  [EEOC v. Darden Rests., Inc., No. 15-20561-CIV-LENARD/GOODMAN, 2016 BL 444014, 2016 Us Dist Lexis 182872, 2016 WL 9488709 \(S.D. Fla. June 01, 2016\)](#)
466.   Discussed in, Quoted  [Jpay, Inc. v. Salim, No. 16-20107-CV-14341-DLG, 2016 BL 398867 \(S.D. Fla. May 21, 2016\)](#)
467.   Cited in, Quoted  [EEOC v. PJ Utah, LLC, 822 F.3d 536, 32 AD Cases 1427 \(10th Cir. 2016\)](#)
468.   Distinguished in, Quoted  [Leong v. Goldman Sachs Grp. Inc., No. 13-CV-8655 \(JMF\), 2016 BL 138750, 2016 Us Dist Lexis 58176, 2016 WL 1736164 \(S.D.N.Y. May 02, 2016\)](#)






















469.   Discussed in, Quoted (See also)  [Roberts v. AT&T Mobility LLC, No. 15-cv-03418-EMC, 2016 BL 134188, 2016 Us Dist Lexis 56389, 2016 WL 1660049 \(N.D. Cal. Apr. 27, 2016\)](#)
470.   Cited in  [In re Devonshire PGA Holdings LLC, 548 B.R. 689 \(Bankr. D. Del. 2016\)](#)
471.   Cited in, Quoted  [Rumbough v. Courtesy Toyota, No. Case No: 6:15-cv-869-Orl-41GJK, 2016 BL 255092, 2016 WL 4134584 \(M.D. Fla. Apr. 14, 2016\)](#)
472.   Cited in, Quoted  [GGNSC Louisville Mt. Holly LLC v. Mohamed-Vall, No. 3:16-cv-136-DJH, 2016 BL 200596, 2016 Us Dist Lexis 81254, 2016 WL 9024811 \(W.D. Ky. Apr. 06, 2016\)](#)
473.   Cited in  [Hilton v. Midland Funding LLC, No. 15-10322, 2016 BL 101320, 2016 WL 1253273 \(E.D. Mich. Mar. 31, 2016\)](#)
474.   Cited in  [Colyer v. First United Methodist Church of New Albany, 214 So. 3d 1084 \(Miss. Ct. App. 2016\)](#)
475.   Discussed in, Quoted  [EEOC v. Stone Pony Pizza, Inc., 172 F. Supp. 3d 941, 128 FEP Cases 1877 \(N.D. Miss. 2016\)](#)
476.   Cited in, Quoted  [Auto Workers Local 1613 v. Energy Mfg. Co., 173 F. Supp. 3d 815 \(N.D. Iowa 2016\)](#)
477.   Cited in, Quoted  [Powe v. AT&T Inc., No. 15-22-GFVT, 2016 BL 528500 \(E.D. Ky. Mar. 25, 2016\)](#)
478.   Cited in  [Preferred Care of Del., Inc. v. Crocker, 173 F. Supp. 3d 505 \(W.D. Ky. 2016\)](#)
479.   Cited in, Quoted (See)  [Am. States Ins. Co. v. Ins. Co. of Pa., 173 F. Supp. 3d 982 \(E.D. Cal. 2016\)](#)
480.   Cited in  [White v. Turner, No. H-15-1485, 2016 BL 85792, 2016 WH Cases2d 85792, 2016 Us Dist Lexis 35884, 2016 WL 1090107 \(S.D. Tex. Mar. 21, 2016\)](#)
481.   Cited in  [Hall v. IKEA Prop. Inc., No. 14-12706, 2016 BL 82300 \(E.D. Mich. Mar. 17, 2016\)](#)


































482. Cited in (See also) [Casa Del Caffè Vergnano S.P.A. v. Italfavors, LLC, 816 F.3d 1208 \(9th Cir. 2016\)](#)
483. Cited in, Quoted (See) [Arizona ex rel. Horne v. Geo Grp., Inc., 816 F.3d 1189, 128 FEP Cases 1666 \(9th Cir. 2016\)](#)
484. Cited in, Quoted (See) [ACI Worldwide Corp. v. Churchill Lane Assocs., No. 8:14CV249, 2016 BL 477689 \(D. Neb. Mar. 09, 2016\)](#)
485. Cited in, Quoted [Rogers v. Ausdal Fin. Partners, Inc., 168 F. Supp. 3d 378, 62 EBC 1179 \(D. Mass. 2016\)](#)
486. Discussed in, Quoted [Broussard v. First Tower Loan, LLC, No. CIVIL ACTION NO: 15-1161, 2016 BL 70589, 2016 Us Dist Lexis 29523, 2016 WL 879995 \(E.D. La. Mar. 07, 2016\)](#)
487. Cited in (See also) [Aldrich v. Univ. of Phx., Inc., No. 3:15-cv-00578-JHM, 2016 BL 66306, 26 WH Cases2d 203 \(W.D. Ky. Mar. 04, 2016\)](#)
488. Cited in, Quoted [Jestings v. Christensen, No. 5:14-cv-00238, 2016 BL 64490 \(D. Vt. Mar. 03, 2016\)](#)
489. Cited in, Quoted (See) [Brown v. Desert Parkway Behavioral Healthcare Hosp., LLC, No. 2:15-cv-02203-MMD-PAL, 2016 BL 67141 \(D. Nev. Mar. 01, 2016\)](#)
490. Discussed in, Quoted (See also) [Roberts v. AT&T Mobility LLC, No. 15-cv-03418-EMC, 2016 BL 61111 \(N.D. Cal. Feb. 29, 2016\)](#)
491. Cited in, Quoted [Holcombe v. DIRECTV, LLC, 159 F. Supp. 3d 1337 \(N.D. Ga. 2016\)](#)
492. Discussed in (See) [Smith v. Beverly Hills Club Apartments, LLC, No. CASE NO: 1:15-cv-23450-KMM, 2016 BL 23384, 2016 FEP Cases 23384, 2016 Us Dist Lexis 10180, 2016 WL 344975 \(S.D. Fla. Jan. 28, 2016\)](#)
493. Cited in [EEOC v. Panama Transfer, Inc., No. 1:14-cv-00009 - JEG, 2016 BL 527211 \(S.D. Iowa Jan. 26, 2016\)](#)
494. Cited in, Quoted [Burkett v. St. Francis Country House, 2016 PA Super 15, 133 A.3d 22](#)












495.   Cited in, Quoted  [EEOC v. FedEx Ground Package Sys., Inc., 158 F. Supp. 3d 393, 2016 AD Cases 19116 \(W.D. Pa. 2016\)](#)
496.   Cited in  [Uchikura v. Yoshida Bus. Sols., LLC, No. 3:15-cv-2007-AC, 2016 BL 19010 \(D. Or. Jan. 25, 2016\)](#)
497.   Cited in (See)  [Simms v. Navient Sols., Inc., 157 F. Supp. 3d 870 \(D. Nev. 2016\)](#)
498.   Cited in, Quoted  [Salem v. U.S. Bank N.A., No. 15 CV 6782, 2016 BL 13840, 2016 WL 212956 \(N.D. Ill. Jan. 19, 2016\)](#)
499.   Cited in, Quoted (See also)  [Richmond Health Facilities - Kenwood, LP v. Nichols, 811 F.3d 192 \(6th Cir. 2016\)](#)
500.   Cited in (See)  [Parkcrest Builders, LLC v. Hous. Auth. of New Orleans, No. CIVIL ACTION NO: 15-150, 2016 BL 9460 \(E.D. La. Jan. 13, 2016\)](#)
501.   Cited in  [Christman v. Manor Care of West Reading PA, LLC, 136 A.3d 1025 \(Pa. Super. Ct. 2016\)](#)
502.   Cited in  [Mountain Valley Prop., Inc. v. Applied Risk Servs., Inc., No. 1:15-cv-00187-DBH, 2015 BL 421607, 2015 WL 13729967 \(D. Me. Dec. 22, 2015\)](#)
503.   Distinguished in, Quoted  [Broussard v. First Tower Loan, LLC, 150 F. Supp. 3d 709 \(E.D. La. 2015\)](#)
504.   Cited in, Quoted  [Sparks v. Allstate Med. Equip., Inc., No. 1:14-CV-00166-EJL-CWD, 2015 BL 401892 \(D. Idaho Dec. 07, 2015\)](#)
505.   Cited in  [Dwyer v. Discover Fin. Servs., No. WMN-15-2322, 2015 BL 395302, 2015 Us Dist Lexis 161330, 2015 WL 7754369 \(D. Md. Dec. 02, 2015\)](#)
506.   Cited in, Quoted  [Am. Furukawa, Inc. v. Hossain, No. 14-cv-13633, 2015 BL 381156 \(E.D. Mich. Nov. 19, 2015\)](#)
507.   Cited in, Quoted  [LeSaint Logistics, LLC v. Electra Bicycle Co., 146 F. Supp. 3d 972 \(N.D. Ill. 2015\)](#)





































508.   Cited in, Quoted  [Shammami v. MetroPCS Mich., LLC, No. 15-3120\(DSD/BRT\), 2015 BL 370144 \(D. Minn. Nov. 10, 2015\)](#)
509.   Cited in, Quoted  [Griffith-Fenton v. JPMorgan Chase/Chase Home Fin., No. 15 CV 4108 \(VB\), 2015 BL 459729, 2015 Us Dist Lexis 178121, 2015 WL 10850340 \(S.D.N.Y. Nov. 10, 2015\)](#)
510.   Cited in, Quoted  [Paducah Health Facilities v. Newberry, No. 2013-CA-001980-MR, 2015 BL 366388, 2015 WL 6780406 \(Ky. Ct. App. Nov. 06, 2015\)](#)
511.   Cited in, Quoted  [KAG West, LLC v. Malone, No. 15-cv-03827-TEH, 2015 BL 364003, 2015 Us Dist Lexis 149929, 2015 WL 6693690 \(N.D. Cal. Nov. 03, 2015\)](#)
512.   Discussed in, Quoted  [Cobarruviaz v. Maplebear, Inc., 143 F. Supp. 3d 930 \(N.D. Cal. 2015\)](#)
513.   Cited in, Quoted  [Hermida v. JPMorgan Chase Bank, N.A., No. 3:15-cv-00810-HZ, 2015 BL 361836, 2015 IER Cases 361836, 2015 Us Dist Lexis 148734, 2015 WL 6739129 \(D. Or. Nov. 03, 2015\)](#)
514.   Cited in, Quoted  [Turner v. Vulcan, Inc., No. 71855-0-I, 2015 BL 360860 \(Wash. App. Div. 1 Nov. 02, 2015\)](#)
515.   Cited in, Quoted  [Arnold v. Burger King, 2015-Ohio-4485, 48 N.E.3d 69, 128 FEP Cases 419, 40 IER Cases 1436 \(App. 8th Dist. 2015\)](#)
516.   Distinguished in, Quoted  [Nationwide Agribusiness Ins. Co. v. Buhler Barth GMBH, No. 1:15-cv-00582-JAM-EPG, 2015 BL 358683, 2015 Us Dist Lexis 147717, 2015 WL 6689572 \(E.D. Cal. Oct. 29, 2015\)](#)
517.   Cited in, Quoted  [Ridgeway v. Nabors Completion & Prod. Servs. Co., 139 F. Supp. 3d 1084, 2015 WH Cases2d 338595 \(C.D. Cal. 2015\)](#)
518.   Discussed in, Quoted (Cf.)  [E&E Co. v. Light In The Box Ltd., No. 15-cv-00069-EMC, 2015 BL 334585, 2015 WL 5915432 \(N.D. Cal. Oct. 09, 2015\)](#)
519.   Cited in, Quoted  [Cesca Therapeutics, Inc. v. SynGen, Inc., No. 2:14-cv-02085-GEB-KJN, 2015 BL 333092, 2015 Us Dist Lexis 137816 \(E.D. Cal. Oct. 07, 2015\)](#)

520.   Cited in, Quoted  [Kubala v. Supreme Prod. Servs., Inc., No. 2:15-CV-116, 2015 BL 483198 \(S.D. Tex. Oct. 06, 2015\)](#)
(See also)
521.   Cited in, Quoted  [FTC v. Ivy Capital, Inc., 616 Fed. Appx. 360 \(9th Cir. 2015\)](#)
(See also)
522.   Cited in, Quoted  [Crump v. Tcoombs & Assocs., No. 2:13cv707, 2015 BL 487300 \(E.D. Va. Sept. 30, 2015\)](#)
(See also)
523.   Cited in (See  [Coronado v. D N.W. Hous., Inc., No. H-13-2179, 2015 BL 323445, 2015 WH Cases2d 323445, 2015 Us Dist Lexis 134299, 2015 WL 5781375 \(S.D. Tex. Sept. 30, 2015\)](#)
also)
524.   Discussed in,  [J & J Sports Prods., Inc. v. Diaz, Granados, Inc., No. PWG-14-457, 2015 BL 469952 \(D. Md. Sept. 28, 2015\)](#)
Quoted (See)
525.   Cited in  [Irving Materials, Inc. v. Angelo lafrate Constr. Co., No. 5:15-CV-00009-TBR, 2015 BL 311836, 2015 WL 5680488 \(W.D. Ky. Sept. 25, 2015\)](#)
526.   Cited in, Quoted  [Hendricks v. ManorCare of W. Reading Pa, LLC, 133 A.3d 77 \(Pa. Super. Ct. 2015\)](#)
527.   Cited in, Quoted  [Jacks v. CMH Homes, Inc., No. CIV-15-44-M, 2015 BL 307781, 2015 Us Dist Lexis 127175, 2015 WL 5604005 \(W.D. Okla. Sept. 23, 2015\)](#)
528.   Cited in, Quoted  [Cal. Sportfishing Prot. All. v. Pac. States Indus., Inc., No. 15-cv-01482-JD, 2015 BL 308748, 2015 Us Dist Lexis 127871, 2015 WL 5569073 \(N.D. Cal. Sept. 22, 2015\)](#)
(See)
529.   Cited in, Quoted  [Yaroma v. CashCall, Inc., 130 F. Supp. 3d 1055 \(E.D. Ky. 2015\)](#)
530.   Discussed in  [Roberts v. Blue World Pools, Inc., No. 3:15-CV-00335-TBR, 2015 BL 294824, 2015 Us Dist Lexis 121213, 2015 WL 5315213 \(W.D. Ky. Sept. 11, 2015\)](#)
531.   Cited in (See)  [Taylor v. Santander Consumer USA, Inc., No. DKC 15-0442, 2015 BL 286341, 2015 Us Dist Lexis 117488, 2015 WL 5178018 \(D. Md. Sept. 03, 2015\)](#)







































532.   Cited in, Quoted  [Kirkland v. Pan-Am. Life Ins. Co., No. 2:14-cv-2536, 2015 BL 286991 \(S.D. Ohio Sept. 03, 2015\)](#)
533.   Cited in, Quoted  [JNK Entm't, LLC v. SP Sales & Entm't, LLC, No. CV 15-01908 RGK \(FFMx\), 2015 BL 503300 \(C.D. Cal. Sept. 02, 2015\)](#)
534.   Cited in (See)  [Dr. Robert L. Meinders, D.C., Ltd. v. UnitedHealthcare, Inc., 800 F.3d 853 \(7th Cir. 2015\)](#)
535.   Discussed in (Cf.)  [EEOC v. Doherty Enters., Inc., 126 F. Supp. 3d 1305, 127 FEP Cases 1781 \(S.D. Fla. 2015\)](#)
536.   Discussed in, Quoted (See)  [State ex rel. Cooper v. Western Sky Fin., LLC, No. 13 CVS 16487, 2015 BL 513879 \(N.C. Super. Ct. Aug. 27, 2015\)](#)
537.   Discussed in, Quoted (See)  [State ex rel. Cooper v. Western Sky Fin., LLC, 2015 NCBC 84](#)
538.   Cited in, Quoted  [United States v. Fed. Res. Corp., No. 2:11-cv-00127-RCT, 2015 BL 523162 \(D. Idaho Aug. 26, 2015\)](#)
539.   Cited in (See, e.g.)  [UBS Fin. Servs., Inc. v. Padussis, 127 F. Supp. 3d 483 \(D. Md. 2015\)](#)
540.   Cited in, Quoted  [EEOC v. PMT Corp., 124 F. Supp. 3d 904 \(D. Minn. 2015\)](#)
541.   Cited in  [EEOC v. Consol Energy, Inc., 151 F. Supp. 3d 699, 2015 FEP Cases 189838 \(N.D. W. Va. 2015\)](#)
542.   Cited in, Quoted  [Golden Gate Nat'l Senior Care, LLC v. Beavens, 123 F. Supp. 3d 619 \(E.D. Pa. 2015\)](#)
543.   Cited in, Quoted  [Francis v. FirstEnergy Corp., No. 15-673, 2015 BL 261231 \(W.D. Pa. Aug. 13, 2015\)](#)
544.   Cited in  [McKee v. Eaglecare, LLC, No. 1:12 CV 419, 2015 BL 244334, 2015 Us Dist Lexis 99459, 2015 WL 4603206 \(N.D. Ind. July 30, 2015\)](#)
545.   Cited in, Quoted  [Northbound Grp., Inc. v. Norvax, Inc., 795 F.3d 647 \(7th Cir. 2015\)](#)

546.   Cited in, Quoted (See, e.g.)  [EEOC v. J & R Baker Farms, LLC, No. 7:14-CV-136 \(HL\), 2015 BL 238912, 2015 FEP Cases 186781 \(M.D. Ga. July 27, 2015\)](#)
547.   Cited in (See also)  [EEOC v. JBS USA, LLC, No. 8:10CV318, 2015 BL 237990 \(D. Neb. July 24, 2015\)](#)
548.   Cited in  [Eubank v. Terminix Int'l, Inc., No. 15cv00145-WQH \(JMA\), 2015 BL 236328, 2015 WH Cases2d 236328, 2015 WL 4487257 \(S.D. Cal. July 22, 2015\)](#)
549.   Discussed in (Cf.)  [Sirva Relocation, LLC v. Richie, 794 F.3d 185, 60 EBC 2535 \(1st Cir. 2015\)](#)
550.   Cited in, Quoted  [Valdez v. Terminix Int'l Co., No. CV 14-09748 DDP \(Ex\), 2015 BL 226860, 2015 Us Dist Lexis 92177, 2015 WL 4342867 \(C.D. Cal. July 14, 2015\)](#)
551.   Cited in, Quoted (See)  [Dabney v. A&R Logistics, Inc., No. 14-788-BAJ-RLB, 2015 BL 221596, 2015 AD Cases 186030, 2015 Us Dist Lexis 90129, 2015 WL 4210988 \(M.D. La. July 10, 2015\)](#)
552.   Cited in, Quoted  [Thomas v. Right Choice Staffing Grp., LLC, No. 15-10055, 2015 BL 215097, 2015 WH Cases2d 215097, 2015 Us Dist Lexis 87073, 2015 WL 4078173 \(E.D. Mich. July 06, 2015\)](#)
553.   Cited in  [Edwards v. Macy's Inc., No. 14CV-8616-CM-JLC, 2015 BL 214245, 2015 Us Dist Lexis 86816, 2015 WL 4104718 \(S.D.N.Y. June 30, 2015\)](#)
554.   Discussed in, Quoted  [EEOC v. Celadon Trucking Servs., Inc., No. 1:12-cv-00275-SEB-TAB, 2015 BL 209129, 31 AD Cases 1576, 2015 Us Dist Lexis 84639, 2015 WL 3961180 \(S.D. Ind. June 30, 2015\)](#)
555.   Cited in, Quoted  [Wood v. Greenfield Assisted Living of Memphis, LLC, No. 15-cv-02151-SHL-tmp, 2015 BL 462685, 2015 WL 11051100 \(W.D. Tenn. June 22, 2015\)](#)
556.   Cited in, Quoted  [Rivera v. UHS of Del., Inc., No. EDCV 15-00863 JGB \(DTBx\), 2015 BL 507675 \(C.D. Cal. June 19, 2015\)](#)


557.  Cited in [Bodine v. Cook's Pest Control, Inc., No. 2:15-cv-00413-RDP, 2015 BL 194539, 2015 LRRM 184896, 2015 Us Dist Lexis 79054, 2015 WL 3796493 \(N.D. Ala. June 18, 2015\)](#)
558.  Cited in [Shakoor v. VXI Glob. Sols., Inc., 2015-Ohio-2587, 35 N.E.3d 539, 2015 WH Cases2d 206589 \(App. 7th Dist. 2015\)](#)
559.  Discussed in, Quoted [ERx, LLC v. Pioneer Health Servs. of Oneida, LLC, No. 3:14-cv-465-PLR-HBG, 2015 BL 190475 \(E.D. Tenn. June 16, 2015\)](#)
560.  Cited in [Mosely v. No Place Like Home, Inc., No. 15-2182, 2015 BL 461284 \(W.D. Tenn. June 15, 2015\)](#)
561.  Cited in (See) [LaCross v. Knight Transp., Inc., 95 F. Supp. 3d 1199 \(C.D. Cal. 2015\)](#)
562.  Cited in [Brown v. BYRV, Inc., No. 3:14-cv-1213-AC, 2015 BL 239218 \(D. Or. May 27, 2015\)](#)
563.  Cited in [HeiTech Servs., Inc. v. Front Rowe, Inc., No. 1:14cv739 \(JCC/TCB\), 2015 BL 164561 \(E.D. Va. May 26, 2015\)](#)
564.  Cited in, Quoted [J&J Sports Prods., Inc. v. Shiva Foods, Inc., No. PWG-14-2049, 2015 BL 158912, 2015 Us Dist Lexis 65638, 2015 WL 2452421 \(D. Md. May 19, 2015\)](#)
565.  Cited in, Quoted [Fortson v. Quality Rest. Concepts, No. 2:13-CV-426-WKW, 2015 BL 140626, 2015 FEP Cases 183050 \(M.D. Ala. May 12, 2015\)](#)
566.  Cited in, Quoted [EEOC v. Union Pac. R.R., 102 F. Supp. 3d 1037, 126 FEP Cases 1712 \(E.D. Wis. 2015\)](#)
567.  Discussed in, Quoted [CarMax Auto Superstores Cal. LLC v. Hernandez, 94 F. Supp. 3d 1078 \(C.D. Cal. 2015\)](#)
568.  Cited in [St. Charles v. Sherman & Howard LLC, No. 14-cv-03416-RM-CBS, 2015 BL 118612, 2015 FEP Cases 182020, 2015 WL 1887758 \(D. Colo. Apr. 24, 2015\)](#)

569.   Discussed in, Quoted ✓ [Nanavati v. Adecco USA, Inc., 99 F. Supp. 3d 1072, 2015 WH Cases2d 105527 \(N.D. Cal. 2015\)](#)
570.   Cited in, Quoted (See)  [LT Leasing, Inc. v. NHA Hamburger Assekuranz-Agentur GmbH, No. 2:14-cv-00716-MCE-EFB, 2015 BL 103071 \(E.D. Cal. Apr. 09, 2015\)](#)
571.   Cited in (See also)  [EEOC v. Rosebud Rests., Inc., 85 F. Supp. 3d 1002 \(N.D. Ill. 2015\)](#)
572.   Cited in (See)  [Neeves v. Charleston Nut Co., No. 2:14-cv-4807-PMD-KFM, 2015 BL 132065 \(D.S.C. Mar. 30, 2015\)](#)
573.   Discussed in, Quoted  [SanDisk Corp. v. SK Hynix, Inc., 84 F. Supp. 3d 1021 \(N.D. Cal. 2015\)](#)
574.   Discussed in, Quoted (See)  [Jung Ja Kim v. Quichocho, No. 1:09-CV-00046, 2015 BL 522667 \(D. N. Mar. I. Mar. 23, 2015\)](#)
575.   Discussed in, Quoted ✓ [Hernandez v. DMSI Staffing, LLC, 79 F. Supp. 3d 1054, 2015 WH Cases2d 175478 \(N.D. Cal. 2015\)](#)
576.   Distinguished in  [United States v. R.I. Dep't of Corr., 81 F. Supp. 3d 182, 126 FEP Cases 254 \(D.R.I. 2015\)](#)
577.   Cited in  [Salazar v. Apple Am. Grp., LLC, No. E059562, 2015 BL 17044, 2015 WH Cases2d 175031 \(Cal. App. 4th Dist. Jan. 26, 2015\)](#)
578.   Cited in ✓ [Bair v. Manor Care of Elizabethtown, PA, LLC, 2015 PA Super 9, 108 A.3d 94](#)
579.   Cited in, Quoted  [Artesia Springs, LLC v. DS Waters of Am., Inc., No. SA-14-CA-791-OLG \(HJB\), 2015 BL 478744, 2015 WL 12712643 \(W.D. Tex. Jan. 13, 2015\)](#)
580.   Cited in, Quoted  [HDR Architecture, P.C. v. Maguire Grp. Holdings, 523 B.R. 879 \(S.D. Fla. 2014\)](#)
581.   Cited in (See)  [Turner v. Sedgwick Claims Mgmt. Servs., Inc., No. 7:14-cv-01244-JEO, 2014 BL 371662 \(N.D. Ala. Dec. 19, 2014\)](#)










582.   Cited in, Quoted  [Danaher Corp. v. Travelers Indem. Co., No. 10-CV-121 \(JPO\), 2014 BL 349933, 2014 Us Dist Lexis 172285, 2014 WL 7008938 \(S.D.N.Y. Dec. 11, 2014\)](#)
583.   Discussed in  [Lucero v. Sears Holdings Mgmt. Corp., No. 14-cv-1620 AJB \(WVG\), 2014 BL 341939, 2014 WH Cases2d 341939, 2014 Us Dist Lexis 168782, 2014 WL 6984220 \(S.D. Cal. Dec. 02, 2014\)](#)
584.   Cited in  [Langford v. Hansen Techs., LLC, No. 14cv1870-CAB \(BGS\), 2014 BL 455624, 2014 Us Dist Lexis 184878 \(S.D. Cal. Nov. 19, 2014\)](#)
585.   Cited in, Quoted (See)  [Schwartzco Enters. LLC v. TMH Mgmt., LLC, 60 F. Supp. 3d 331 \(E.D.N.Y. 2014\)](#)
586.   Cited in  [Marciel v. Springleaf Fin. Servs., Inc., No. 3:14-CV-00830-BR, 2014 BL 322860, 2014 WL 6453781 \(D. Or. Nov. 17, 2014\)](#)
587.   Cited in  [Belton v. GE Capital Consumer Lending, Inc. \(In re Belton\), No. Chapter 7, 2014 BL 317007, 2014 Bankr Lexis 4679, 2014 WL 5819586 \(Bankr. S.D.N.Y. Nov. 10, 2014\)](#)
588.   Discussed in, Quoted  [Langston v. 20/20 Cos., No. EDCV 14-1360 JGB \(SPx\), 2014 BL 300105, 24 WH Cases2d 521, 2014 Us Dist Lexis 151477, 2014 WL 5335734 \(C.D. Cal. Oct. 17, 2014\)](#)
589.   Cited in, Quoted  [Regents of the Univ. of Cal. v. Japan Sci. & Tech. Agency, No. CV 14-04419 MMM \(CWx\), 2014 BL 516016, 2014 Us Dist Lexis 199896, 2014 WL 12690187 \(C.D. Cal. Oct. 16, 2014\)](#)
590.   Cited in, Quoted (See also)  [R/V Beacon, LLC v. Underwater Archeology & Exploration Corp., No. 14-CIV-22131-BLOOM/Valle, 2014 BL 427520, 2014 Us Dist Lexis 139388, 2014 WL 4930645 \(S.D. Fla. Oct. 01, 2014\)](#)
591.   Cited in, Quoted  [Polvent v. Global Fine Arts, Inc., Case Number 14-21569-CIV-MORENO., 2014 BL 259661, 2014 Us Dist Lexis 130936, 2014 WL 4672442 \(S.D. Fla. Sept. 18, 2014\)](#)

592.   Cited in, Quoted  [Sazy v. DePuy Spine, LLC, Civil Action No. 3:13-CV-4379-L., 2014 BL 259028, 2014 Us Dist Lexis 130793, 2014 WL 4652890 \(N.D. Tex. Sept. 18, 2014\)](#)
593.   Cited in (See)  [Sutcliffe v. Mercy Clinics, Inc., 856 N.W.2d 382, 39 IER Cases 83 \(Iowa Ct. App. 2014\)](#)
594.   Cited in  [Antonio Leonard TNT Prods., LLC v. Goossen-Tutor Promotions, LLC, 47 F. Supp. 3d 500 \(S.D. Tex. 2014\)](#)
595.   Cited in (See)  [Weinstein v. Jenny Craig Operations, Inc., No. 105520/11, 2014 BL 456971 \(Sup. Ct. Sept. 02, 2014\)](#)
596.   Cited in, Quoted  [Woods v. Vector Mktg. Corp., No. 3:14-cv-00264-EMC, 2014 BL 240547, 23 WH Cases2d 788, 2014 WL 4348285 \(N.D. Cal. Aug. 28, 2014\)](#)
597.   Cited in, Quoted  [W.J. O'Neil Co. v. Shepley, Bulfinch, Richardson & Abbott, Inc., 765 F.3d 625 \(6th Cir. 2014\)](#)
598.   Discussed in, Quoted  [EEOC v. KB Staffing, LLC, No. 8:14-mc-41-T-30AEP, 2014 BL 292568 \(M.D. Fla. Aug. 28, 2014\)](#)
599.   Cited in, Quoted  [EEOC v. PMT Corp., 40 F. Supp. 3d 1122, 124 FEP Cases 855 \(D. Minn. 2014\)](#)
600.   Cited in, Quoted (See generally)  [Chambers v. Groome Transp. of Ala., Inc., 41 F. Supp. 3d 1327, 2014 WH Cases2d 166965 \(M.D. Ala. 2014\)](#)
601.   Cited in, Quoted (See)  [Boyd v. GMAC Mortg., LLC, 584 Fed. Appx. 656 \(9th Cir. 2014\)](#)
602.   Cited in, Quoted  [Direct Response Prods., Inc. v. Roderick, No. 8:13-cv-2830-MSS-EAJ, 2014 BL 520455 \(M.D. Fla. Aug. 19, 2014\)](#)
603.   Cited in, Quoted  [Gupta v. Lynch, CIVIL ACTION NO. 12-1787 SECTION "H"\(5\)., 2014 BL 227163, 2014 Us Dist Lexis 113670, 2014 WL 4063831 \(E.D. La. Aug. 15, 2014\)](#)
604.   Distinguished in  [Fardig v. Hobby Lobby Stores Inc., No. SACV 14-00561 JVS\(ANx\), 2014 BL 426781, 2014 Us Dist Lexis 139359, 2014 WL 4782618 \(C.D. Cal. Aug. 11, 2014\)](#)



605.   Discussed in  [EEOC v. Midwest Reg'l Med. Ctr., LLC, Case No. CIV-13-789-M, 2014 BL 227884 \(W.D. Okla. Aug. 07, 2014\)](#)
606.   Discussed in  [EEOC v. Midwest Reg'l Med. Ctr., LLC, No. 5:13-cv-00789-M, 2014 BL 223480, 30 AD Cases 743 \(W.D. Okla. Aug. 07, 2014\)](#)
607.   Cited in, Quoted (See also)  [EEOC v. Bass Pro Outdoor World, LLC, 35 F. Supp. 3d 836, 123 FEP Cases 1616 \(S.D. Tex. 2014\)](#)
608.   Cited in, Quoted  [Janvey v. Alguire, No. 3:09-CV-0724-N, 2014 BL 496916, 2014 Us Dist Lexis 193394, 2014 WL 12654910 \(N.D. Tex. July 30, 2014\)](#)
609.   Cited in, Quoted  [Harris v. NPC Int'l, Inc., No. 13-1033, 2014 BL 498604 \(W.D. Tenn. July 25, 2014\)](#)
610.   Cited in, Quoted [Krusch v. TAMKO Bldg. Prods., Inc., 34 F. Supp. 3d 584 \(M.D.N.C. 2014\)](#)
611.   Cited in, Quoted  [Johnson v. CoStar Grp. Inc., No. 13-CV-8600-RA, 2014 BL 201720 \(S.D.N.Y. July 21, 2014\)](#)
612.   Cited in, Quoted  [Keanini v. United Healthcare Servs., Inc., 33 F. Supp. 3d 1191, 123 FEP Cases 1689 \(D. Haw. 2014\)](#)
613.   Cited in, Quoted  [Himark Biogas, Inc. v. Western Plains Energy LLC, Case No. 14-1070-SAC, 2014 BL 197109, 2014 WL 3519092 \(D. Kan. July 16, 2014\)](#)
614.   Cited in, Quoted  [LexisNexis Risk Sols. FL Inc. v. Spiegel, CASE NO. 14-80666-CIV-HURLEY., 2014 BL 190109, 38 IER Cases 1252, 2014 WL 3361910 \(S.D. Fla. July 09, 2014\)](#)
615.   Cited in, Quoted  [Coletta v. Citizens First Mortg., LLC, No. 313353, 2014 BL 184953, 2014 WL 2971717 \(Mich. Ct. App. July 01, 2014\)](#)
616.   Cited in, Quoted  [Norstan Inc. v. Lancaster, No. CV-12-00481-PHX-GMS, 2014 BL 179858, 58 EBC 2451, 2014 Us Dist Lexis 87858 \(D. Ariz. June 27, 2014\)](#)

617.   Discussed in  [Iskanian v. CLS Transp. L.A., LLC, 59 Cal.4th 348, 173 Cal.Rptr.3d 289, 327 P.3d 129, 199 LRRM 3772, 22 WH Cases2d 1511 \(2014\)](#)
618.   Distinguished in, Quoted  [Iskanian v. CLS Transp. L.A., LLC, 59 Cal.4th 348, 173 Cal.Rptr.3d 289, 327 P.3d 129, 199 LRRM 3772, 22 WH Cases2d 1511 \(2014\)](#)
619.   Cited in, Quoted  [Rhinehart v. Scutt, No. 2:11-CV-11254-DT, 2014 BL 297767, 2014 Us Dist Lexis 150229, 2014 WL 5361936 \(E.D. Mich. June 20, 2014\)](#)
620.   Cited in, Quoted  [Doe v. Vineyard Church of Columbus, 2014-Ohio-2617 \(App. 10th Dist. 2014\)](#)
621.   Cited in  [Lucas v. IASIS Healthcare, LLC, Case No. 8:14-cv-942-T-30TBM, 2014 BL 154991, 2014 WH Cases2d 158261, 2014 WL 2520443 \(M.D. Fla. June 04, 2014\)](#)
622.   Cited in  [Kretzmar v. Triad Glob. Asset Mgmt., Inc., No. B245300, 2014 BL 149550 \(Cal. App. 2d Dist. May 29, 2014\)](#)
623.   Cited in  [Sorrell v. Regency Nursing, LLC, CIVIL ACTION NO. 3:14-CV-00304-TBR, 2014 BL 146878, 2014 Us Dist Lexis 72726, 2014 WL 2218175 \(W.D. Ky. May 28, 2014\)](#)
624.   Cited in, Quoted  [Boardman Steel Fabricators, Ltd. v. Andritz, Inc., Civil No. 14-2-GFVT., 2014 BL 144422, 2014 WL 2159743 \(E.D. Ky. May 23, 2014\)](#)
625.   Cited in, Quoted  [United States ex rel. Paige v. BAE Sys. Tech. Sols. & Servs., Inc., 566 Fed. Appx. 500, 38 IER Cases 612 \(6th Cir. 2014\)](#)
626.   Cited in, Quoted  [Guttenberg v. Emery, 41 F. Supp. 3d 61 \(D.D.C. 2014\)](#)
627.   Cited in, Quoted  [Freese v. Mitchell, No. Nos. 2012-CA-01045-SCT Consolidated With, 2013-CA-00361-SCT, 2014 BL 136411, 2014 Ms Lexis 247, 2014 WL 1946593 \(Miss. May 15, 2014\)](#)
628.   Cited in, Quoted  [Asfaw v. Lowe's HIW, Inc., No. LA CV14-00697 JAK \(AJWx\), 2014 BL 382215, 2014 Us Dist Lexis 68657, 2014 WL 1928612 \(C.D. Cal. May 13, 2014\)](#)





































629.   Cited in, Quoted  [Metro. Life Ins. Co. v. Puzzo, No. 1:13-cv-03858-TWT, 2014 BL 133363, 2014 IER Cases 157031, 2014 WL 1817636 \(N.D. Ga. May 06, 2014\)](#)
630.   Cited in  [Danielson v. Human, DOCKET NO. 3:12-cv-00840-FDW-DSC., 2014 BL 123686, 2014 Us Dist Lexis 61334, 2014 WL 1765168 \(W.D.N.C May 02, 2014\)](#)
631.   Cited in, Quoted  [Metro. Life Ins. Co. v. Puzzo, CIVIL ACTION FILE NO. 1:13-CV-3858-TWT, 2014 BL 171966 \(N.D. Ga. May 02, 2014\)](#)
632.   Cited in  [Cushman & Wakefield Nat'l Corp. v. Nova, 2014 NY Slip Op 31136\[U\], 2014 BL 125726 \(Sup. Ct. Apr. 25, 2014\)](#)
633.   Discussed in, Quoted  [Jones v. U-Haul Co. of Mass. & Ohio Inc., 16 F. Supp. 3d 922 \(S.D. Ohio 2014\)](#)
634.   Cited in, Quoted  [Heller v. AXA Equitable Fin. Servs., Inc., Civil No. 13-12828-FDS., 2014 BL 105330 \(D. Mass. Apr. 15, 2014\)](#)
635.   Cited in, Quoted  [Savers Prop. & Cas. Ins. Co. v. Nat'l Union Fire Ins. Co. of Pittsburg, PA, 748 F.3d 708 \(6th Cir. 2014\)](#)
636.   Cited in, Quoted  [Berg v. Groomsmart, Inc., 2014 IL App \(2d\) 130686-U](#)
637.   Cited in, Quoted  [One Source Envtl., LLC v. M + W Zander, Inc., 13 F. Supp. 3d 350 \(D. Vt. 2014\)](#)
638.   Cited in  [Carney v. JNJ Express, Inc., 10 F. Supp. 3d 848 \(W.D. Tenn. 2014\)](#)
639.   Cited in, Quoted  [Martin v. Cavalry SPV I, LLC, Civil No. 13-88-GFVT, 2014 BL 88354, 2014 Us Dist Lexis 43293, 2014 WL 1338702 \(E.D. Ky. Mar. 31, 2014\)](#)
640.   Cited in, Quoted  [Bala v. Va. Dep't of Conservation & Recreation, Civil Action No. 3:12CV748-HEH, 2014 BL 91541, 2014 Us Dist Lexis 42351, 2014 WL 1281235 \(E.D. Va. Mar. 27, 2014\)](#)
641.   Cited in, Quoted  [Huffman v. The Hilltop Cos., LLC, 747 F.3d 391, 22 WH Cases2d 508 \(6th Cir. 2014\)](#)

642.  Discussed in, Quoted [Auto Parts Mfg. Miss., Inc. v. King Constr. of Hous., LLC, 74 F. Supp. 3d 744 \(N.D. Miss. 2014\)](#)
643.  Cited in, Quoted [In re Cathode Ray Tube \(CRT\) Antitrust Litig. \(Sharp Elecs. Corp. v. Hitachi Ltd.\), Case No. C 07-5944 SC, MDL No. 1917, No. 12-cv-1173-SC, 2014 BL 70448 \(N.D. Cal. Mar. 13, 2014\)](#)
644.  Cited in, Quoted [EEOC v. Grane Healthcare Co., CIVIL ACTION NO. 3:10-250., 2014 BL 61670, 29 AD Cases 655, 2014 WL 896820 \(W.D. Pa. Mar. 06, 2014\)](#)
645.  Discussed in, Quoted [Rent-A-Ctr., Inc. v. Iowa Civil Rights Comm'n, 843 N.W.2d 727, 121 FEP Cases 1406 \(Iowa 2014\)](#)
646.  Cited in [Braxton v. O'Charley's Rest. Props. LLC, 1 F. Supp. 3d 722 \(W.D. Ky. 2014\)](#)
647.  Cited in [Fugate v. Dolgencorp, LLC, 555 Fed. Appx. 600, 121 FEP Cases 958 \(7th Cir. 2014\)](#)
648.  Cited in, Quoted (See, e.g.) [Bitler Inv. Venture II, LLC v. Marathon Petroleum Co., 741 F.3d 832, 77 ERC 2009 \(7th Cir. 2014\)](#)
649.  Cited in, Quoted [Feroce v. Bloomingdale's Inc., No. 2:12-cv-05014-SJF-GRB, 2014 BL 75703, 122 FEP Cases 184, 2014 Us Dist Lexis 9119, 2014 WL 294199 \(E.D.N.Y. Jan. 24, 2014\)](#)
650.  Cited in, Quoted (See also) [N. Health Facilities v. Batz, 993 F. Supp. 2d 485 \(M.D. Pa. 2014\)](#)
651.  Cited in, Quoted [Wilson v. Kelsey-Hayes Co., No. 315757, 2014 BL 11631 \(Mich. Ct. App. Jan. 14, 2014\)](#)
652.  Cited in (See) [Licata v. GGNCS Malden Dexter, LLC, 466 Mass. 793, 2 N.E.3d 840 \(2014\)](#)
653.  Cited in, Quoted [Norcast S.ar.l. v. Castle Harlan, Inc., No. Case Nos. 12 Civ. 4973 \(PAC\), 2014 BL 1813, 2014 WL 43492 \(S.D.N.Y. Jan. 06, 2014\)](#)

654.   Cited in (See)  [EEOC v. Mach Mining, LLC, 738 F.3d 171, 121 FEP Cases 327 \(7th Cir. 2013\)](#)
655.   Cited in, Quoted (See)  [Vincent v. Lindsey Mgmt. Co., Case No. 12-CV-210-JED-PJC., 2013 BL 349453, 2013 WL 6732661 \(N.D. Okla. Dec. 19, 2013\)](#)
656.   Cited in, Quoted  [Kassell v. Crafton, No. A-12-CA-669 LY, 2013 BL 348276, 2013 WL 6709447 \(W.D. Tex. Dec. 18, 2013\)](#)
657.   Cited in  [Tecore, Inc. v. AirWalk Commc'ns, Inc., 418 S.W.3d 374 \(Tex. App.-Dallas 2013\)](#)
658.   Discussed in, Quoted  [EEOC v. Prof'l Freezing Servs., LLC, 15 F. Supp. 3d 783 \(N.D. Ill. 2013\)](#)
659.   Cited in, Quoted  [Mammoet Salvage Ams., Inc. v. Global Diving & Salvage, Inc., CIVIL ACTION NO. 3:13-CV-00258, 2013 BL 331129 \(S.D. Tex. Nov. 27, 2013\)](#)
660.   Cited in, Quoted (See)  [Laumann v. Nat'l Hockey League, 989 F. Supp. 2d 329, 2013 ILRC 3153 \(S.D.N.Y. 2013\)](#)
661.   Discussed in  [Baker v. Tognazzini Family, Inc., No. B247137, 2013 BL 330108, 21 WH Cases2d 1194 \(Cal. App. 2d Dist. Nov. 25, 2013\)](#)
662.   Cited in (See)  [Cox v. Assisted Living Concepts, Inc., No. 6:13-747-JMC-KFM, 2013 BL 379331 \(D.S.C. Nov. 19, 2013\)](#)
663.   Cited in, Quoted  [Schietroma v. Extendicare Health Facilities, 91 A.3d 1275 \(Pa. Super. Ct. 2013\)](#)
664.   Cited in, Quoted  [Direct Response Prods., Inc. v. Roderick, No. 1:13-cv-0945-WSD., 2013 BL 303727, 2013 Us Dist Lexis 156900, 2013 WL 5890407 \(N.D. Ga. Nov. 01, 2013\)](#)
665.   Distinguished in, Quoted  [Goss v. Ross Stores, Inc., No. A133895, 2013 BL 304086, 36 IER Cases 1722 \(Cal. App. 1st Dist. Oct. 31, 2013\)](#)








































666.   Cited in, Quoted  [Han v. Samsung Telecomms. Am., LLC, No. CV 13-3823-GW\(AJWx\), 2013 BL 387522, 2013 WL 7158251 \(C.D. Cal. Oct. 21, 2013\)](#)
667.   Cited in, Quoted  [Sheffer v. Samsung Telecomms. Am., LLC, No. CV 13-3466-GW\(AJWx\), 2013 BL 387519, 2013 WL 7158039 \(C.D. Cal. Oct. 21, 2013\)](#)
668.   Cited in (See)  [DSSDR, LLC v. Zenith Infotech, Ltd., No. 13-10026-FDS, 2013 BL 287975, 2013 WL 5724052 \(D. Mass. Oct. 18, 2013\)](#)
669.   Cited in, Quoted  [Lipshutz v. Manor, 33 Pa. D. & C.5th 438 \(Ct. Com. Pl. 2013\)](#)
670.   Cited in, Quoted  [Dorsey v. TruGreen LP, No. 2:13-cv-10412-JAC-LJM, 2013 BL 448009 \(E.D. Mich. Oct. 16, 2013\)](#)
671.   Discussed in  [Pickett v. 99 Cents Only Stores, No. B246394, 2013 BL 286488 \(Cal. App. 2d Dist. Oct. 15, 2013\)](#)
672.   Discussed in, Quoted (See, e.g.)  [PNC Bank, N.A. v. Naborhood Bldg. Prods., LLC, No. CIVIL ACTION 13-0307-WS-B, 2013 BL 281121, 2013 Us Dist Lexis 146597, 2013 WL 5587890 \(S.D. Ala. Oct. 10, 2013\)](#)
673.   Cited in  [Addison Automatics, Inc. v. Hartford Cas. Ins. Co., 731 F.3d 740 \(7th Cir. 2013\)](#)
674.   Cited in, Quoted  [Pathak v. Molopo Energy Ltd., No. 13 Civ. 2812 \(JMF\), 2013 BL 270234, 2013 WL 5477594 \(S.D.N.Y. Oct. 02, 2013\)](#)
675.   Cited in, Quoted  [Stamp v. GE Capital Corp., No. 1:12-cv-00123-DLC-RKS, 2013 BL 315696 \(D. Mont. Sept. 26, 2013\)](#)
676.   Cited in, Quoted  [Mid Valley Sch. Dist. v. Warshawer, 33 Pa. D. & C.5th 272 \(Ct. Com. Pl. 2013\)](#)
677.   Cited in, Quoted  [Wirth v. Ziba Enters., Inc., No. 3:13-cv-1715-BN, 2013 BL 236856 \(N.D. Tex. Sept. 06, 2013\)](#)
678.   Cited in, Quoted  [Al-Villar v. Donley, 971 F. Supp. 2d 1084 \(D.N.M. 2013\)](#)
679.   Cited in, Quoted  [Kinzel v. Bank of Am., Case No. 3:10-cv-02169, 2013 BL 233193, 2013 Us Dist Lexis 124506, 2013 WL 4679938 \(N.D. Ohio Aug. 30, 2013\)](#)


































680.   Cited in, Quoted  [EEOC v. Kanbar Prop. Mgmt., LLC, Case No. 12-CV-00422-JED-TLW., 2013 BL 225208, 119 FEP Cases 1314 \(N.D. Okla. Aug. 23, 2013\)](#)
(See)
681.   Cited in, Quoted  [EEOC v. New Breed Logistics, 962 F. Supp. 2d 1001 \(W.D. Tenn. 2013\)](#)
682.   Cited in  [Capital Cromotions, LLC v. Don King Prods., Inc., 527 Fed. Appx. 587 \(8th Cir. 2013\)](#)
683.   Cited in  [Crain v. Chesapeake Appalachia, LLC, CIVIL ACTION NO. 3:12-CV-2343., 2013 BL 212229, 2013 WL 4419023 \(M.D. Pa. Aug. 14, 2013\)](#)
684.   Cited in, Quoted  [Pisano v. Extendicare Homes, Inc., 2013 PA Super 232, 77 A.3d 651](#)
685.   Cited in (See)  [84 Lumber Co. v. F.H. Paschen, S.N. Nielsen & Assocs., CIVIL ACTION NO. 12-1748 SECTION "C" \(5\), 2013 BL 196528, 2013 Us Dist Lexis 103451, 2013 WL 3872217 \(E.D. La. July 24, 2013\)](#)
686.   Discussed in, Quoted  [In re Am. Investors Life Ins. Co. Annuity Mktg. & Sales Practices Litig., CIVIL ACTION NO. 05-md-1712., MDL DOCKET NO. 1712., 2013 BL 182546, 2013 Us Dist Lexis 96449, 2013 WL 3463503 \(E.D. Pa. July 10, 2013\)](#)
687.   Cited in, Quoted  [Thermal Dynamic Int'l, Inc. v. Safe Haven Enters., LLC, 952 F. Supp. 2d 143 \(D.D.C. 2013\)](#)
688.   Discussed in (See generally)  [In re John W. Danforth Grp., Inc., No. 13-MC-33S., 2013 BL 175269, 118 FEP Cases 1835, 2013 Us Dist Lexis 92476, 2013 WL 3324017 \(W.D.N.Y. July 01, 2013\)](#)
689.   Cited in, Quoted  [A PDX Pro Co. v. Dish Network Servs., LLC, Civil Action No. 12-cv-01699-RBJ., 2013 BL 176226, 2013 WL 3296539 \(D. Colo. July 01, 2013\)](#)
690.   Discussed in, Quoted  [Cornell Univ. v. Illumina, Inc., C.A. No. 10-433-LPS-MPT., 2013 BL 168460, 2013 WL 3216087 \(D. Del. June 25, 2013\)](#)











691.   Cited in  [Beery v. Quest Diagnostics, Inc., 953 F. Supp. 2d 531 \(D.N.J. 2013\)](#)
692.   Cited in (See also)  [Citibank \(S.D.\), N.A. v. Desmond, 114 So. 3d 401 \(Fla. 4th DCA 2013\)](#)
693.   Cited in (See also)  [McKenzie Check Advance of Fla., LLC v. Betts, No. SC11-514, 2013 BL 137499 \(Fla. May 23, 2013\)](#)
694.   Cited in  [Chatman v. Pizza Hut, Inc., No. 12 C 10209, 2013 BL 136089, 20 WH Cases2d 1477, 2013 ILRC 1935, 2013 Us Dist Lexis 73426, 2013 WL 2285804 \(N.D. Ill. May 23, 2013\)](#)
695.   Cited in  [Inetianbor v. CashCall, Inc., No. 13-60066-CIV-COHN/SELTZER, 2013 BL 398485 \(S.D. Fla. May 17, 2013\)](#)
696.   Cited in, Quoted  [Stardock Sys., Inc. v. Miseta, Case No. 12-13345., 2013 BL 122425, 35 IER Cases 1203 \(E.D. Mich. May 08, 2013\)](#)
697.   Discussed in (See, e.g.)  [VanderKam v. PBGC, 943 F. Supp. 2d 130, 57 EBC 1317 \(D.D.C. 2013\)](#)
698.   Cited in, Quoted  [Stamp v. General Electric Capital Corp., Case No. CV-12-123-BLG-RFC, 2013 BL 107114, 35 IER Cases 976 \(D. Mont. Apr. 22, 2013\)](#)
699.   Cited in, Quoted  [American Laser Skincare, LLC v. Morgan, Case No. 13-CV-1256., 2013 BL 103520 \(N.D. Ill. Apr. 17, 2013\)](#)
700.   Cited in, Quoted  [Ramirez v. Bridgestone Retail Operations, LLC, Case No. 12-cv-14480., 2013 BL 100060, 2013 WL 1507221 \(E.D. Mich. Apr. 12, 2013\)](#)
701.   Cited in (See also)  [McKenzie Check Advance of Fla., LLC v. Betts, 112 So. 3d 1176 \(Fla. 2013\)](#)
702.   Cited in, Quoted (See also)  [Shepherd v. Precision Drilling Co., No. CV 12-0351 WPL/CEG., 2013 BL 96508, 2013 Us Dist Lexis 191417, 2013 WL 11865970 \(D.N.M. Apr. 09, 2013\)](#)
















703.   Cited in, Quoted  [Klaes v. Jamestown Bd. of Public Utilities, No. 11-CV-606., 2013 BL 83892, 27 AD Cases 1778, 2013 Us Dist Lexis 45872, 2013 WL 1337188 \(W.D.N.Y. Mar. 29, 2013\)](#)
704.   Cited in, Quoted  [Riva v. Ashland, Inc., Civil Action No. 09-cv-12074-DJC, Civil Action No. 11-cv-12269-DJC, Civil Action No. 11-cv-12277-DJC, 2013 BL 78692, 2013 Us Dist Lexis 43596, 2013 WL 1222393 \(D. Mass. Mar. 26, 2013\)](#)
705.   Cited in, Quoted  [Wise v. Zwicker & Assocs., No. 5:12-CV-01653, 2013 BL 76754, 2013 Us Dist Lexis 41004, 2013 WL 1195555 \(N.D. Ohio Mar. 22, 2013\)](#)
706.   Cited in  [EEOC v. Bass Pro Outdoor World, LLC, Case No. 4:11-CV-3425., 2013 BL 71109, 117 FEP Cases 1402, 2013 Us Dist Lexis 36711, 2013 WL 1124063 \(S.D. Tex. Mar. 18, 2013\)](#)
707.   Discussed in, Quoted  [EEOC v. JP Morgan Chase Bank, N.A., 928 F. Supp. 2d 950, 117 FEP Cases 1148 \(S.D. Ohio 2013\)](#)
708.   Cited in  [Johnson v. Orkin, LLC, 928 F. Supp. 2d 989 \(N.D. Ill. 2013\)](#)
709.   Cited in, Quoted  [Kay v. The Minacs Grp. \(USA\), Inc., Case No. 12-cv-13875, 2013 BL 50695 \(E.D. Mich. Feb. 25, 2013\)](#)
710.   Cited in, Quoted (See)  [EEOC v. U.S. Steel Corp., Civil Action No. 10-1284., 2013 BL 44123, 27 AD Cases 990, 2013 Us Dist Lexis 22748, 2013 WL 625315 \(W.D. Pa. Feb. 20, 2013\)](#)
711.   Cited in  [Escobedo v. Apple Nev., LLC, Case No. 2:12-cv-00437-GMN-GWF, 2013 BL 46171 \(D. Nev. Feb. 20, 2013\)](#)
712.   Cited in, Quoted (See generally)  [GGNSC Montgomery, LLC v. Norris, No. 2:12cv711-CSC, 2013 BL 43908, 2013 Us Dist Lexis 22627, 2013 WL 627114 \(M.D. Ala. Feb. 20, 2013\)](#)
713.   Cited in (See)  [Iturralde v. The Shaw Grp., Inc., 512 Fed. Appx. 430 \(5th Cir. 2013\)](#)
714.   Cited in  [Inetianbor v. CashCall, Inc., 923 F. Supp. 2d 1358 \(S.D. Fla. 2013\)](#)














715.  Cited in (See) [Gatto v. Indian Prairie Sch. Dist. 204, 508 Fed. Appx. 554 \(7th Cir. 2013\)](#)
716.  Cited in, Quoted [Crown Auto Dealerships v. Nissan N. Am., Inc., CASE NO. 8:12-CV-1367-T-17TGW., 2013 BL 41299 \(M.D. Fla. Feb. 15, 2013\)](#)
717.  Cited in, Quoted [Tanoury v. Symphony Serv. Corp., No. 3:12-CV-1142-L, 2013 BL 428626, 2013 Us Dist Lexis 27751, 2013 WL 705121 \(N.D. Tex. Feb. 05, 2013\)](#)
718.  Cited in, Quoted [Miguel v. JPMorgan Chase Bank, N.A., No. CV 12-3308 PSG \(PLAx\), 2013 BL 383756, 2013 Us Dist Lexis 16865, 2013 WL 452418 \(C.D. Cal. Feb. 05, 2013\)](#)
719.  Cited in [World Group Securities, Inc. v. Sugg, CASE NO. 10-CV-2282-MMA\(KSC\), \[Doc. No. 54\], 2013 BL 28720, 2013 Us Dist Lexis 14134, 2013 WL 419245 \(S.D. Cal. Feb. 01, 2013\)](#)
720.  Cited in, Quoted (See) [Fox v. Computer World Servs. Corp., 920 F. Supp. 2d 90 \(D.D.C. 2013\)](#)
721.  Discussed in, Quoted [Brinkley v. Bd. of Commissioners of Franklin County, Case No. 2:12-CV-00469., 2013 BL 22511, 117 FEP Cases 621, 194 LRRM 3328, 2013 Us Dist Lexis 11887, 2013 WL 394158 \(S.D. Ohio Jan. 29, 2013\)](#)
722.  Discussed in, Quoted [EEOC v. CRST Van Expedited, Inc., No. 07-CV-95-LRR, 2013 BL 23192, 2013 WL 321021 \(N.D. Iowa Jan. 28, 2013\)](#)
723.  Cited in, Quoted (See, e.g.) [Graham v. BNSF Ry., 918 F. Supp. 2d 1072 \(D. Mont. 2013\)](#)
724.  Cited in [Smith v. Sterling Jewelers, Inc., CASE NO. 5:12cv2675., 2013 BL 18593, 2013 Us Dist Lexis 9930, 2013 WL 271813 \(N.D. Ohio Jan. 24, 2013\)](#)
725.  Cited in (See also) [Cordero v. Miraval Holding LLC, No. CIV 10-642-TUC-JGZ \(LAB\), 2013 BL 382800 \(D. Ariz. Jan. 17, 2013\)](#)
726.  Cited in, Quoted (See) [Koerber v. Wheeling Island Gaming, Inc., No. 5:12CV97, 2013 BL 10977 \(N.D. W. Va. Jan. 15, 2013\)](#)








































727.   Cited in (See)  [EEOC v. The Original HoneyBaked Ham Co. of Georgia, Inc., 918 F. Supp. 2d 1171, 117 FEP Cases 328 \(D. Colo. 2013\)](#)
728.   Discussed in, Quoted  [EEOC v. United Parcel Serv., Inc., Case No. 09-cv-5291., 2013 BL 7679, 27 AD Cases 590, 2013 Us Dist Lexis 4462, 2013 WL 140604 \(N.D. Ill. Jan. 11, 2013\)](#)
729.   Discussed in, Quoted  [EEOC v. The Finish Line, Inc., No. 3:11-cv-00920, 2013 BL 169119 \(M.D. Tenn. Jan. 10, 2013\)](#)
730.   Discussed in, Quoted  [EEOC v. Swissport Fueling, Inc., 916 F. Supp. 2d 1005, 116 FEP Cases 1697 \(D. Ariz. 2013\)](#)
731.   Discussed in, Quoted  [United States v. Policia De Puerto Rico, CIV. NO. 10-2157\(PG\), 2012 BL 331888 \(D.P.R. Dec. 18, 2012\)](#)
732.   Cited in  [NLRB, Board Decision, Supply Technologies, LLC, 359 N.L.R.B. 379, 194 LRRM 1417](#)
733.   Cited in (See also)  [Price v. NCR Corp., 908 F. Supp. 2d 935 \(N.D. Ill. 2012\)](#)
734.   Cited in (See)  [Barbagallo v. Niagara Credit Solutions, Inc., Civil Action No. DKC 12-1885, 2012 BL 319005, 2012 Us Dist Lexis 171908, 2012 WL 6478956 \(D. Md. Dec. 04, 2012\)](#)
735.   Cited in (See)  [Kutner v. Emeritus Corp., No. CV-12-01682-PHX-GMS, 2012 BL 408773 \(D. Ariz. Dec. 04, 2012\)](#)
736.   Cited in, Quoted  [In re California Title Ins. Antitrust Litigation, No. 3:08-cv-01341-JSW, 2012 BL 316794 \(N.D. Cal. Dec. 03, 2012\)](#)
737.   Cited in, Quoted  [EEOC v. Pitre, Inc., 908 F. Supp. 2d 1165 \(D.N.M. 2012\)](#)
738.   Cited in  [Great Am. Ins. Co. v. Hinkle Contracting Corp., 497 Fed. Appx. 348 \(4th Cir. 2012\)](#)
739.   Cited in, Quoted  [Alvarez v. Royal Caribbean Cruises, Ltd., 905 F. Supp. 2d 1334 \(S.D. Fla. 2012\)](#)
740.   Cited in (See)  [Page v. Captain D's, LLC, CIVIL ACTION NO. 2:12cv105-KS-MTP, 2012 BL 310782, 117 FEP Cases 121, 2012 Us Dist Lexis 167890, 2012 WL 5930611 \(S.D. Miss. Nov. 27, 2012\)](#)

741.   Discussed in (See)  [Franco v. Arakelian Enters., Inc., 211 Cal.App.4th 314, 149 Cal.Rptr.3d 530, 20 WH Cases2d 885 \(App. 2d Dist. 2012\)](#)
742.   Cited in, Quoted  [Malburg v. Shaughnessy, 2012-Ohio-5419 \(App. 8th Dist. 2012\)](#)
743.   Cited in, Quoted  [Noble Real Estate, Inc. v. Seder, 101 So. 3d 197 \(Miss. Ct. App. 2012\)](#)
744.   Cited in, Quoted  [Douglas v. Trustmark Nat'l Bank, No. 3:12CV523-LG-FKB, 2012 BL 443279 \(S.D. Miss. Nov. 05, 2012\)](#)
745.   Cited in  [Berti v. UBS Financial Servs., Inc., Case No. 2:11-cv-478-FtM-DNF, 2012 BL 288009 \(M.D. Fla. Nov. 01, 2012\)](#)
746.   Cited in, Quoted  [McCall v. Morris Polich & Purdy LLP, No. B239142, 2012 BL 285557 \(Cal. App. 2d Dist. Oct. 30, 2012\)](#)
747.   Discussed in, Quoted  [Ace Hardware Corp. v. Advanced Caregivers, LLC, No. 1:12-cv-01479, 2012 BL 274279, 2012 Us Dist Lexis 150877, 2012 WL 5197942 \(N.D. Ill. Oct. 18, 2012\)](#)
748.   Cited in, Quoted  [Retro Television Network, Inc. v. Luken Communications, LLC, 696 F.3d 766 \(8th Cir. 2012\)](#)
749.   Cited in  [EEOC v. Spud Seller, Inc., 899 F. Supp. 2d 1081 \(D. Colo. 2012\)](#)
750.   Discussed in, Quoted (See)  [W.V. v. Encinitas Union Sch. Dist., 289 F.R.D. 308 \(S.D. Cal. 2012\)](#)
751.   Cited in  [McGreal v. AT&T Corp., 892 F. Supp. 2d 996, 2012 ILRC 2749 \(N.D. Ill. 2012\)](#)
752.   Cited in, Quoted  [EEOC v. Creative Networks, LLC, 912 F. Supp. 2d 828, 27 AD Cases 227 \(D. Ariz. 2012\)](#)
753.   Cited in, Quoted  [Carter v. SSC Odin Operating Co., 2012 IL 113204, 364 Ill. Dec. 66, 976 N.E.2d 344](#)
754.   Discussed in, Quoted  [EEOC v. Care Ctrs. Mgmt. Consulting, Inc., No. 2:12-cv-207, 2012 BL 245915, 2012 WL 4215748 \(E.D. Tenn. Sept. 18, 2012\)](#)

755.   Cited in, Quoted  [Barros v. UBS Trust Co. of Puerto Rico, 915 F. Supp. 2d 226 \(D.P.R. 2012\)](#)
756.   Discussed in, Quoted  [Modus, LLC v. Encore Legal Solutions, Inc., No. CV 12-0699-PHX-JAT, 2012 BL 233427 \(D. Ariz. Sept. 10, 2012\)](#)
757.   Cited in (Accord)  [Schnabel v. Trilegiant Corp., 697 F.3d 110, 2012 ILRC 2631, 35 ILRD 201 \(2d Cir. 2012\)](#)
758.   Cited in, Quoted  [Luchini v. Carmax, Inc., CASE NO. CV F 12-0417 LJO DLB, 2012 BL 233401, 2012 Us Dist Lexis 126230, 2012 WL 3862150 \(E.D. Cal. Sept. 05, 2012\)](#)
759.   Cited in, Quoted  [Neel v. Tenet HealthSystem Hosps. Dallas, Inc., 378 S.W.3d 597 \(Tex. App.-Dallas 2012\)](#)
760.   Cited in  [Int'l Hair & Beauty Sys., LLC v. Simply Organic, Inc., Case No. 8:11-cv-1883-T-30AEP., 2012 BL 218520, 2012 WL 3670260 \(M.D. Fla. Aug. 24, 2012\)](#)
761.   Cited in, Quoted (See)  [Holmes v. Chesapeake Appalachia, LLC, No. 5:11CV123, 2012 BL 214053, 2012 Us Dist Lexis 119212, 2012 WL 3647674 \(N.D. W. Va. Aug. 23, 2012\)](#)
762.   Discussed in, Quoted  [Tampa Div. Kenneth Spinelli v. Capital One Bank, Case No. 8:08-cv-132-T-33EAJ, 2012 BL 216172, 2012 WL 3609028 \(M.D. Fla. Aug. 22, 2012\)](#)
763.   Cited in, Quoted  [Jones v. JGC Dall. LLC, No. 3:11-CV-2743-O, 2012 BL 459812 \(N.D. Tex. Aug. 17, 2012\)](#)
764.   Cited in  [AFT Mich. v. State, 297 Mich. App. 597, 825 N.W.2d 595, 193 LRRM 3453 \(Ct. App. 2012\)](#)
765.   Cited in (See)  [Dawson v. Rent-A-Center Inc., 490 Fed. Appx. 727 \(6th Cir. 2012\)](#)
766.   Cited in, Quoted  [Luchini v. Carmax, Inc., CASE NO. CV F 12-0417 LJO DLB., \(Doc. 57.\), 2012 BL 192903 \(E.D. Cal. July 23, 2012\)](#)
767.   Discussed in, Quoted  [Guajardo v. Air Express Intl. USA, Inc., Civil Action No. 3:12-CV-815-L., 2012 BL 176636 \(N.D. Tex. July 16, 2012\)](#)

768.   Cited in, Quoted  [Lamkin v. Morinda Props. Weight Parcel, LLC, No. 2:10-CV-00852-BSJ, 2012 BL 176641 \(D. Utah July 16, 2012\)](#)
769.   Discussed in, Quoted  [EEOC v. Foley Products Co., CASE NO. 2:10-CV-827-WKW \[WO\]., 2012 BL 173064 \(M.D. Ala. July 11, 2012\)](#)
770.   Cited in, Quoted  [Rum v. DARCARS of New Carrollton, Inc., Civil Action No. DKC 12-0366., 2012 BL 172031, 2012 Us Dist Lexis 95443, 2012 WL 2847628 \(D. Md. July 10, 2012\)](#)
771.   Cited in  [Jones v. Quintana, 872 F. Supp. 2d 48, 26 AD Cases 1254 \(D.D.C. 2012\)](#)
772.   Cited in, Quoted  [Harrisburg Auth. v. CIT Capital USA Inc., 869 F. Supp. 2d 578 \(M.D. Pa. 2012\)](#)
773.   Cited in  [Vanderhorst v. Brookdale Senior Living Communities, Case No. 3:12-cv-094, 2012 BL 152577 \(S.D. Ohio May 31, 2012\)](#)
774.   Cited in  [Knutson v. Sirius XM Radio Inc., Civil No. 12cv418 AJB \(NLS\), \[Doc. No. 6\], 2012 BL 134779, 2012 Us Dist Lexis 75698, 2012 WL 1965337 \(S.D. Cal. May 31, 2012\)](#)
775.   Cited in, Quoted (See)  [Town & Country Salida, Inc. v. Dealer Computer Servs., Inc., Case No. 11-15430, 2012 BL 132886, 2012 Us Dist Lexis 75463, 2012 WL 1964106 \(E.D. Mich. May 31, 2012\)](#)
776.   Cited in  [EEOC v. Bass Pro Outdoor World, LLC, 884 F. Supp. 2d 499, 115 FEP Cases 316, 117 FEP Cases 1397 \(S.D. Tex. 2012\)](#)
777.   Cited in (Accord)  [Severstal U.S. Holdings, LLC v. RG Steel, LLC, 865 F. Supp. 2d 430 \(S.D.N.Y. 2012\)](#)
778.   Cited in (See, e.g.)  [Young v. Pleasant Valley Sch. Dist., Civil Action No. 3:07-CV-00854., 2012 BL 123171, 2012 Us Dist Lexis 69762, 2012 WL 1827194 \(M.D. Pa. May 18, 2012\)](#)
779.   Cited in, Quoted (See)  [LaPosta v. Lyle, No. 5:11CV177, 2012 BL 119942, 2012 Us Dist Lexis 67898, 2012 WL 1752550 \(N.D. W. Va. May 16, 2012\)](#)




























780.   Cited in, Quoted  [Scottsdale Capital Advisors Corp. v. Jones, No. CV-12-127-PHX-LOA, 2012 BL 120355, 2012 WL 1718057 \(D. Ariz. May 15, 2012\)](#)
781.   Cited in  [EEOC v. Foreign Auto Preparation Serv., Inc., No. Civil Action No.: 10-3095 \(PGS\)., 2012 BL 115619, 2012 Us Dist Lexis 65591, 2012 WL 1656738 \(D.N.J. May 10, 2012\)](#)
782.   Discussed in, Quoted  [EEOC v. CRST Van Expedited, Inc., 679 F.3d 657, 114 FEP Cases 1566 \(8th Cir. 2012\)](#)
783.   Discussed in  [Ladenburg Thalmann & Co. v. Matty, 36 Misc. 3d 1243, 960 N.Y.S.2d 50 \(Sup. Ct. 2012\)](#)
784.   Cited in  [State Farm Mutual Automobile Ins. Co. v. Electrolux Home Products, Inc., 891 F. Supp. 2d 906 \(N.D. Ill. 2012\)](#)
785.   Cited in (See also)  [Dottore v. The Huntington Nat'l Bank, 480 Fed. Appx. 351 \(6th Cir. 2012\)](#)
786.   Cited in, Quoted (See)  [Iturralde v. Shaw Group, Inc., No. CIVIL ACTION NO: 05-330 SECTION: R, 2012 BL 435739, 2012 Us Dist Lexis 61051, 2012 WL 1565356 \(M.D. La. Apr. 30, 2012\)](#)
787.   Cited in (See also)  [Amegy Bank N.A. v. Monarch Flight II, LLC, 870 F. Supp. 2d 441 \(S.D. Tex. 2012\)](#)
788.   Cited in  [Kinecta Alternative Financial Solutions, Inc. v. Superior Court of Los Angeles County, 205 Cal.App.4th 506, 140 Cal.Rptr.3d 347 \(App. 2d Dist. 2012\)](#)
789.   Cited in (See also)  [Karp v. Cigna Healthcare, Inc., 882 F. Supp. 2d 199, 2012 ILRC 1663 \(D. Mass. 2012\)](#)
790.   Cited in, Quoted  [Arizona ex rel. Goddard v. GEO Grp., Inc., No. CV 10-1995-PHX-SRB, 2012 BL 408556 \(D. Ariz. Apr. 17, 2012\)](#)
791.   Cited in, Quoted  [Klonsky v. RLI Ins. Co., Case No. 2:11-CV-250, 2012 BL 82964, 2012 Us Dist Lexis 47333, 2012 WL 1144031 \(D. Vt. Apr. 04, 2012\)](#)

792.   Discussed in  [Tripathi-Manteris v. Stoldal, No. Case No.: 2:11-cv-00794-GMN-CWH., 2012 BL 88319 \(D. Nev. Mar. 29, 2012\)](#)
793.   Cited in  [Hanrahan v. University of Notre Dame, No. 3:10-CV-00502-JD, 2012 BL 73617 \(N.D. Ind. Mar. 27, 2012\)](#)
794.   Cited in  [Taylor v. Fannie Mae, 839 F. Supp. 2d 259, 33 IER Cases 983 \(D.D.C. 2012\)](#)
795.   Discussed in, Quoted  [Flexon v. PHC-Jasper, Inc., 399 S.C. 83, 731 S.E.2d 1 \(Ct. App. 2012\)](#)
796.   Cited in  [Amazing Techs., LLC v. Blacklodge Studios, LLC, Civil Action No. 10-cv-03077-WJM-KLM., 2012 BL 58032, 2012 WL 683512 \(D. Colo. Mar. 02, 2012\)](#)
797.   Cited in  [EEOC v. Burlington N. Santa Fe R.R., 669 F.3d 1154, 25 AD Cases 1572 \(10th Cir. 2012\)](#)
798.   Discussed in, Quoted  [EEOC v. CRST Van Expedited, Inc., 670 F.3d 897, 114 FEP Cases 719 \(8th Cir. 2012\)](#)
799.   Cited in, Quoted (See)  [Awuah v. Coverall N. Am., Inc., 843 F. Supp. 2d 172 \(D. Mass. 2012\)](#)
800.   Cited in  [EEOC v. Dillard's Inc., No. 3:08-cv-01780, 2012 BL 62412, 2012 Us Dist Lexis 16945 \(S.D. Cal. Feb. 09, 2012\)](#)
801.   Cited in  [EEOC v. Dillard's, Inc., CASE NO. 08cv1780-IEG\(PCL\), 2012 BL 49401, 25 AD Cases 1610, 2012 WL 440887 \(S.D. Cal. Feb. 09, 2012\)](#)
802.   Discussed in (See)  [Palmer v. Convergys Corp., Civil Case No. 7:10-cv-145 \(HL\), 2012 BL 37316, 2012 Us Dist Lexis 16200, 2012 WL 425256 \(M.D. Ga. Feb. 09, 2012\)](#)
803.   Discussed in, Quoted  [EEOC v. Ranir, LLC, Case No. 1:10-cv-965., 2012 BL 27598, 25 AD Cases 1628 \(W.D. Mich. Feb. 06, 2012\)](#)
804.   Cited in, Quoted  [Summa Emergency Assocs. v. Emergency Physicians Ins. Co., CASE NO. 5:11 CV 269., 2012 BL 25244 \(N.D. Ohio Feb. 03, 2012\)](#)



































805. Cited in (See) [Muskegon Cent. Dispatch 911 v. Tiburon, Inc., 462 Fed. Appx. 517 \(6th Cir. 2012\)](#)
806. Cited in, Quoted [Serrano v. Marcal Paper Mills, LLC, Civil Action No. 11-03501 \(SDW\), 2012 BL 19877, 2012 Us Dist Lexis 10742, 2012 WL 266424 \(D.N.J. Jan. 30, 2012\)](#)
807. Discussed in [Bourgeois v. Nordstrom, Inc., Civ. Action No. 11-2442 \(KSH\), 2012 BL 4437, 2012 Us Dist Lexis 2275, 2012 WL 42917 \(D.N.J. Jan. 09, 2012\)](#)
808. Cited in, Quoted (See) [Teah v. Macy's Inc., No. 11-CV-1356 \(CBA\) \(MDG\), 2011 BL 329722, 2011 Us Dist Lexis 149274, 2011 WL 6838151 \(E.D.N.Y. Dec. 29, 2011\)](#)
809. Cited in, Quoted [United States v. Waupaca County, No. 11-C-589, 2011 BL 458106 \(E.D. Wis. Dec. 12, 2011\)](#)
810. Cited in, Quoted [Great American Ins. Co. v. Hinkle Contracting Corp., 826 F. Supp. 2d 969 \(S.D. W. Va. 2011\)](#)
811. Cited in [Cheraghi v. MedImmune, LLC, Civil Action No. 8:11-cv-01505\(AW\), 2011 BL 312515, 2011 Us Dist Lexis 139272, 2011 WL 6047059 \(D. Md. Dec. 05, 2011\)](#)
812. Discussed in, Quoted [Shoreline Props., LLC v. Wells Fargo Bank, N.A., No. G044640, 2011 BL 301096 \(Cal. App. 4th Dist. Nov. 28, 2011\)](#)
813. Cited in [Eagle Creek Software Servs., Inc. v. Paradise, 826 F. Supp. 2d 1139 \(D. Minn. 2011\)](#)
814. Cited in [Thomas D. Philipsborn Irrevocable Ins. Trust v. Avon Capital, LLC, Case No. 11 C 3274., 2011 BL 280345 \(N.D. Ill. Oct. 31, 2011\)](#)
815. Cited in, Quoted (See) [F.B.T. Productions, LLC v. Aftermath Records, 827 F. Supp. 2d 1092 \(C.D. Cal. 2011\)](#)
816. Discussed in, Quoted [Taylor v. Ernst & Young, LLP, 2011-Ohio-5262, 130 Ohio St. 3d 411, 958 N.E.2d 1203 \(2011\)](#)

817. ☑   Distinguished in, Quoted ☑ [Taylor v. Ernst & Young, LLP, 2011-Ohio-5262, 130 Ohio St. 3d 411, 958 N.E.2d 1203 \(2011\)](#)
818. +   Cited in + [Campbell v. Nev. Prop. 1 LLC, No. Case No.: 2:10-cv-02169-RLH-PAL., 2011 BL 268745, 2011 WL 4958442 \(D. Nev. Oct. 18, 2011\)](#)
819. +   Cited in, Quoted ☑ [Coup v. Scottsdale Plaza Resort, LLC, 823 F. Supp. 2d 931 \(D. Ariz. 2011\)](#)
820. +   Cited in, Quoted + [Sepanski v. Janiking, Inc., 822 F. Supp. 2d 309 \(W.D.N.Y. 2011\)](#)
821. +   Discussed in (See, e.g.) + [Santos v. Gen. Elec. Co., No. 10 Civ. 6948 \(JSR\) \(MHD\), 2011 BL 441953, 2011 Us Dist Lexis 131925, 2011 WL 5563544 \(S.D.N.Y. Sept. 28, 2011\)](#)
822. +   Cited in (See) + [EEOC v. United Parcel Serv., Inc., No. 09-cv-5291, 2011 BL 249100, 25 AD Cases 484 \(N.D. Ill. Sept. 28, 2011\)](#)
823. +   Discussed in, Quoted ☑ [Doe v. Princess Cruise Lines, Ltd., 657 F.3d 1204, 113 FEP Cases 734, 18 WH Cases2d 208, 32 IER Cases 1424 \(11th Cir. 2011\)](#)
824. +   Cited in, Quoted ☑ [UBS Fin. Servs., Inc. v. W. Va. Univ. Hosps., Inc., 660 F.3d 643 \(2d Cir. 2011\)](#)
825. +   Cited in (See, e.g.) + [Kindig v. Whole Foods Mkt. Grp., Inc., 811 F. Supp. 2d 410 \(D.D.C. 2011\)](#)
826. +   Cited in, Quoted + [Johnson v. Carter, No. 2:11-CV-493-WKW, 2011 BL 400549 \(M.D. Ala. Sept. 20, 2011\)](#)
827. +   Cited in + [Mullinax v. United Mktg. Group, LLC, CIVIL ACTION NO. 1:10-CV-03585-JEC., 2011 BL 233413, 2011 ILRC 2641, 2011 Us Dist Lexis 103004, 2011 WL 4085933 \(N.D. Ga. Sept. 13, 2011\)](#)
828. +   Discussed in, Quoted + [EEOC v. Hi-Line Electric Co., 805 F. Supp. 2d 298 \(N.D. Tex. 2011\)](#)

829.   Discussed in, Quoted  [EEOC v. Boh Bros. Constr. Co., CIVIL ACTION NO. 09-6460, SECTION "B" \(2\)., 2011 BL 211208, 2011 WL 3648483 \(E.D. La. Aug. 16, 2011\)](#)
830.   Cited in, Quoted  [Neal v. Nabors Drilling USA, LP, Civil Action No. 11-0648., 2011 BL 209949, 2011 WL 3584752 \(W.D. La. Aug. 15, 2011\)](#)
831.   Cited in, Quoted (E.g.)  [Quanzhou Joerga Fashion Co. v. Brooks Fitch Apparel Grp., LLC, No. 10 Civ. 9078\(VM\)\(MHD\), 2011 BL 441722, 2011 Us Dist Lexis 92636, 2011 WL 4063344 \(S.D.N.Y. Aug. 11, 2011\)](#)
832.   Cited in, Quoted  [Covington v. Aban Offshore Ltd., 650 F.3d 556 \(5th Cir. 2011\)](#)
833.   Cited in (See)  [EEOC v. JBS USA, LLC, Civil Action No. 10-cv-02103-PAB-KLM., 2011 BL 206612, 2011 Us Dist Lexis 87127, 2011 WL 3471080 \(D. Colo. Aug. 08, 2011\)](#)
834.   Cited in, Quoted  [Columbus Steel Castings, Inc. v. Real Time Staffing Servs., Inc., 2011-Ohio-3708 \(App. 10th Dist. 2011\)](#)
835.   Cited in  [EEOC v. Kelley Drye & Warren, LLP, No. 10 Civ. 655 \(LTS\) \(MHD\), 2011 BL 192528, 2011 Us Dist Lexis 80673 \(S.D.N.Y. July 25, 2011\)](#)
836.   Cited in (See also)  [EEOC v. Kelly Drye & Warren, LLP, No. 10 Civ. 655 \(LTS\) \(MHD\), 2011 BL 192527, 2011 Us Dist Lexis 80667, 2011 WL 3163443 \(S.D.N.Y. July 25, 2011\)](#)
837.   Cited in  [Dorward v. Macy's Inc., Case No. 2:10-cv-669-FtM-29DNF., 2011 BL 188604, 2011 Us Dist Lexis 78639, 2011 WL 2893118 \(M.D. Fla. July 20, 2011\)](#)
838.   Cited in, Quoted  [Black v. Pan Am. Labs., LLC, No. 09-51092, 2011 BL 183137 \(5th Cir. July 12, 2011\)](#)
839.   Cited in  [Ebling v. DOJ, 796 F. Supp. 2d 52 \(D.D.C. 2011\)](#)
840.   Cited in, Quoted  [Black v. Pan Am. Labs., LLC, 646 F.3d 254, 112 FEP Cases 1185 \(5th Cir. 2011\)](#)

841.   Cited in (See)  [Ratlife v. Costar Realty Info., Inc., Civil Action No. 11-0813., 2011 BL 178330, 2011 Us Dist Lexis 73215, 2011 WL 2680585 \(D. Md. July 07, 2011\)](#)
842.   Cited in, Quoted  [EEOC v. JPMorgan Chase Bank, N.A., No. 2:09-cv-864, 2011 BL 333036, 112 FEP Cases 1484, 2011 WL 3328737 \(S.D. Ohio July 06, 2011\)](#)
843.   Cited in, Quoted  [Van Tassell v. United Mktg. Group, LLC, 795 F. Supp. 2d 770, 2011 ILRC 2211 \(N.D. Ill. 2011\)](#)
844.   Cited in  [Brown ex rel. Brown v. Genesis Healthcare Corp., 228 W. Va. 646, 724 S.E.2d 250 \(2011\)](#)
845.   Cited in, Quoted  [GE Commercial Distribution Finance Corp. v. Donwin, LLC, Civil Action No. 11-cv-01154-CMA-BNB., 2011 BL 167509, 2011 WL 2518905 \(D. Colo. June 24, 2011\)](#)
846.   Cited in, Quoted  [Tendercare Sellers Comm. v. Extendicare Health Servs., Inc., Case No. 1:10-cv-750., 2011 BL 156821 \(W.D. Mich. June 14, 2011\)](#)
847.   Cited in, Quoted  [Rice v. Dist. of Columbia, 818 F. Supp. 2d 47 \(D.D.C. 2011\)](#)
848.   Discussed in, Quoted  [EEOC v. Grays Harbor Community Hosp., 791 F. Supp. 2d 1004 \(W.D. Wash. 2011\)](#)
849.   Cited in, Quoted  [United States v. Katz, No. 10 Civ. 3335., 2011 BL 145773, 2011 Us Dist Lexis 59159, 2011 WL 2175787 \(S.D.N.Y. June 02, 2011\)](#)
850.   Discussed in, Quoted  [EEOC v. Princeton Healthcare Sys., No. Civil Action No.: 10-4126 \(JAP\)., 2011 BL 143564, 2011 Us Dist Lexis 58056, 2011 WL 2148660 \(D.N.J. May 31, 2011\)](#)
851.   Cited in (See, e.g.)  [Rota-McLarty v. Santander Consumer USA, Inc., No. CIVIL NO.: WDQ-10-0908., 2011 BL 139184, 2011 WL 2133698 \(D. Md. May 26, 2011\)](#)
852.   Cited in, Quoted  [Ben Haim v. Islamic Republic of Iran, 784 F. Supp. 2d 1 \(D.D.C. 2011\)](#)

853.   Cited in, Quoted  [Arnold v. Rent-A-Ctr., Inc., CIVIL ACTION NO. 11-18-JBC., 2011 BL 126576, 2011 Us Dist Lexis 51284, 2011 WL 1810145 \(E.D. Ky. May 12, 2011\)](#)
854.   Cited in, Quoted (See also)  [FCM Group, Inc. v. Miller, 300 Conn. 774, 17 A.3d 40 \(2011\)](#)
855.   Distinguished in, Quoted  [EEOC v. P.A.M. Transp., Inc., No. 09-13851, 2011 BL 432579, 2011 Us Dist Lexis 100331, 2011 WL 3919300 \(E.D. Mich. May 10, 2011\)](#)
856.   Cited in, Quoted  [OSU Pathology Servs., LLC v. Aetna Health, Inc., No. Case No.: 2:11-cv-005., 2011 BL 119240, 2011 Us Dist Lexis 47895 \(S.D. Ohio May 04, 2011\)](#)
857.   Cited in, Quoted (Cf.)  [Hoehn v. Hoehn, No. E050944, 2011 BL 118205 \(Cal. App. 4th Dist. May 03, 2011\)](#)
858.   Cited in, Quoted  [Villalvaso v. Odwalla, Inc., No. 1:10-CV-02369-OWW-MJS, 2011 BL 112999, 2011 Us Dist Lexis 44359, 2011 WL 1585604 \(E.D. Cal. Apr. 25, 2011\)](#)
859.   Cited in, Quoted  [Alexander v. Nissan, No. 4:10-cv-270., 2011 BL 109259, 2011 Us Dist Lexis 44094, 2011 WL 1557852 \(S.D. Ga. Apr. 25, 2011\)](#)
860.   Cited in  [Kellogg v. Griffiths Health Care Group, 2011-Ohio-1733 \(App. 3d Dist. 2011\)](#)
861.   Discussed in, Quoted (Cf.)  [Hardy v. PSI Family Servs., Inc., Case No. 3:11-cv-56-J-32JRK., 2011 BL 94707 \(M.D. Fla. Apr. 08, 2011\)](#)
862.   Discussed in, Quoted  [EEOC v. DHL Express \(USA\), Inc., No. 1:10-cv-06139, 2011 BL 93509, 112 FEP Cases 48, 2011 Us Dist Lexis 38019, 2011 WL 1326941 \(N.D. Ill. Apr. 07, 2011\)](#)
863.   Cited in  [Hiller v. Meritage Homes of Texas, LLC, CIVIL ACTION NO. 4:09-CV-4036., 2011 BL 89482 \(S.D. Tex. Mar. 31, 2011\)](#)
864.   Cited in  [Tranchant v. Ritz Carlton Hotel Co., Case No. 2:10-cv-233-FtM-29DNF., 2011 BL 86821, 2011 Us Dist Lexis 35099, 2011 WL 1230734 \(M.D. Fla. Mar. 31, 2011\)](#)

865.   Discussed in  [EEOC v. Fisher Sand & Gravel Co., No. 1:09-cv-309 MV/WPL, 2011 BL 87792 \(D.N.M. Mar. 31, 2011\)](#)
866.   Cited in  [Moore v. Dept. of Rehab. & Correction, 2011-Ohio-1607 \(App. 10th Dist. 2011\)](#)
867.   Cited in  [Carr v. Main Carr Development, LLC, 337 S.W.3d 489 \(Tex. App.-Dallas 2011\)](#)
868.   Cited in, Quoted  [State, County, and Municipal Employees Council 25 v. Cnty. of Wayne, 292 Mich. App. 68, 811 N.W.2d 4, 190 LRRM 2749 \(Ct. App. 2011\)](#)
869.   Cited in, Quoted (See)  [Elson v. Colorado Mental Health Institute at Pueblo, Civil Action No. 09-cv-01375-MSK-CBS., 2011 BL 82912, 2011 Us Dist Lexis 31524, 2011 WL 1103169 \(D. Colo. Mar. 24, 2011\)](#)
870.   Cited in  [Rodriguez v. Wet Ink, LLC, Civil Action No. 08-cv-00857-MSK-CBS., 2011 BL 74128, 2011 WL 1059541 \(D. Colo. Mar. 22, 2011\)](#)
871.   Cited in (See)  [Feldman v. Law Enforcement Assocs., 779 F. Supp. 2d 472, 18 WH Cases2d 1100, 2011 IER Cases 157101, 24 AD Cases 749 \(E.D.N.C. 2011\)](#)
872.   Discussed in, Quoted  [Joule, Inc. v. Simmons, 459 Mass. 88, 944 N.E.2d 143, 111 FEP Cases 1306 \(2011\)](#)
873.   Cited in  [American Prop. Constr. Co. v. Sprenger Lang Foundation, 768 F. Supp. 2d 207 \(D.D.C. 2011\)](#)
874.   Cited in, Quoted  [Turi v. Main St. Adoption Servs., LLP, 633 F.3d 496 \(6th Cir. 2011\)](#)
875.   Cited in  [Sheet Metal Workers' Intl. Assn. v. United Transportation Union, 767 F. Supp. 2d 161, 191 LRRM 2845 \(D.D.C. 2011\)](#)
876.   Discussed in  [Sonic-Calabasas A, Inc. v. Moreno, 51 Cal.4th 659, 121 Cal.Rptr.3d 58, 247 P.3d 130, 17 WH Cases2d 457 \(2011\)](#)
877.   Cited in, Quoted  [Smith v. ComputerTraining.Com, Inc., 772 F. Supp. 2d 850 \(E.D. Mich. 2011\)](#)

878.   Cited in  [EEOC v. Fry's Electronics, Inc., No. C10-1562RSL, 2011 BL 37587, 2011 Us Dist Lexis 20407, 2011 WL 938384 \(W.D. Wash. Feb. 14, 2011\)](#)
879.   Cited in  [Wakeman v. Aqua2 Acquisition, Inc., No. 10-4538 \(MJD/JJK\), 2011 BL 37128, 2011 Us Dist Lexis 14672, 2011 WL 666028 \(D. Minn. Feb. 14, 2011\)](#)
880.   Cited in  [Ramirez v. City of Ramirez, Case Number 10-13408-BC., 2010 BL 307117, 2010 Us Dist Lexis 86759 \(E.D. Mich. Dec. 28, 2010\)](#)
881.   Cited in  [Energy 2001 v. Pacific Ins. Co., CASE NO. 2:10-CV-00415-JAM-KJN., 2010 BL 302502 \(E.D. Cal. Dec. 21, 2010\)](#)
882.   Cited in  [EEOC v. Riverview Animal Clinic, P.C., 761 F. Supp. 2d 1296 \(N.D. Ala. 2010\)](#)
883.   Cited in (See)  [DLC DermaGare LLC v. Castillo, No. CV-10-333-PHX-DGC, 2010 BL 295969 \(D. Ariz. Dec. 14, 2010\)](#)
884.   Discussed in (See, e.g.)  [Davis v. Old Dominion Tobacco Co., 755 F. Supp. 2d 682 \(E.D. Va. 2010\)](#)
885.   Cited in, Quoted  [Beer v. Islamic Republican of Iran, No. 08-cv-1807 \(RCL\), 2010 BL 292348, 2010 Us Dist Lexis 129953, 2010 WL 5105174 \(D.D.C. Dec. 09, 2010\)](#)
886.   Cited in, Quoted  [Dawson v. Rent-A-Ctr., Inc., Case No. 1:10-12655., 2010 BL 287793, 2010 WL 4982806 \(E.D. Mich. Dec. 02, 2010\)](#)
887.   Discussed in (See also)  [Delano v. MasTec, Inc., No. Case No.: 8:10-CV-320-T-27MAP., 2010 BL 274142, 2010 Us Dist Lexis 126793, 2010 WL 4809081 \(M.D. Fla. Nov. 18, 2010\)](#)
888.   Cited in  [Hughes v. The Wet Seal Retail, Inc., No. 10-CV-05090, 2010 BL 270909, 110 FEP Cases 1596, 2010 Us Dist Lexis 121710, 2010 WL 4750216 \(W.D. Ark. Nov. 16, 2010\)](#)
889.   Cited in, Quoted  [PCH Mutual Ins. Co. v. Casualty & Surety, Inc., 750 F. Supp. 2d 125 \(D.D.C. 2010\)](#)

890.   Cited in (See also) ✓ [NS Holdings, LLC v. American Intl. Group, Inc., No. SACV 10-1132 DOC \(JEMx\), 2010 BL 270077, 2010 Us Dist Lexis 125077, 2010 WL 4718895 \(C.D. Cal. Nov. 15, 2010\)](#)
891.   Cited in, Quoted (See generally) + [PNCEF, LLC v. Hendricks Bldg. Supply LLC, No. CIVIL ACTION 09-0801-WS-C, 2010 BL 384225 \(S.D. Ala. Nov. 08, 2010\)](#)
892.   Cited in, Quoted + [Target Strike, Inc. v. Marston & Marston, Inc., No. SA-10-CV-0188 OLG \(NN\), 2010 BL 252629 \(W.D. Tex. Oct. 26, 2010\)](#)
893.   Cited in + [Dietz v. Allied Home Mortgage Capital Corp., Case No. 10-12610., 2010 BL 252756, 2010 Us Dist Lexis 113574, 2010 WL 4286193 \(E.D. Mich. Oct. 26, 2010\)](#)
894.   Cited in (See, e.g.) + [United States v. City of New York, No. 07-cv-2067 \(NGG\) \(RLM\)., 2010 BL 246459, 110 FEP Cases 1331, 2010 WL 4137536 \(E.D.N.Y. Oct. 19, 2010\)](#)
895.   Cited in + [Stanton v. Bank of Am., N.A., No. 09-00404 DAE-LEK, 2010 BL 370451, 2010 Us Dist Lexis 143123, 2010 WL 4176375 \(D. Haw. Oct. 19, 2010\)](#)
896.   Cited in, Quoted (See, e.g.) ✓ [Travelers Prop. Cas. Ins. Co. of Am. v. Nat'l Union Ins. Co. of Pittsburgh, 621 F.3d 697 \(8th Cir. 2010\)](#)
897.   Discussed in (See) + [Cohen v. Viray, 622 F.3d 188, 8 EXC 55 \(2d Cir. 2010\)](#)
898.   Cited in, Quoted + [White v. Equity, Inc., 2010-Ohio-4743, 191 Ohio App. 3d 141, 945 N.E.2d 536, 2010 IER Cases 157638 \(App. 10th Dist. 2010\)](#)
899.   Cited in (See also) + [Morgan v. Napolitano, NO. CIV. S-09-2649 LKK/DAD., 2010 BL 222664, 2010 Us Dist Lexis 105600, 2010 WL 3749260 \(E.D. Cal. Sept. 23, 2010\)](#)
900.   Cited in + [EEOC v. Cintas Corp., No. Case Nos. 04-40132; 06-12311., 2010 BL 220926, 110 FEP Cases 520, 2010 Us Dist Lexis 99050, 2010 WL 3733978 \(E.D. Mich. Sept. 20, 2010\)](#)





































901.  Cited in [EEOC v. Cintas Corp., No. Case Nos. 04-40132; 06-12311., 2010 BL 210337 \(E.D. Mich. Sept. 10, 2010\)](#)
902.  Cited in [EEOC v. Cintas Corp., No. Case Nos. 04-40132; 06-12311., 2010 BL 208905 \(E.D. Mich. Sept. 09, 2010\)](#)
903.  Cited in [EEOC v. Cintas Corp., No. Case Nos. 04-40132; 06-12311., 2010 BL 208910 \(E.D. Mich. Sept. 09, 2010\)](#)
904.  Cited in [EEOC v. Cintas Corp., No. Case Nos. 04-40132; 06-12311., 2010 BL 210778 \(E.D. Mich. Sept. 09, 2010\)](#)
905.  Cited in [EEOC v. Cintas Corp., No. Case Nos. 04-40132; 06-12311., 2010 BL 208904 \(E.D. Mich. Sept. 09, 2010\)](#)
906.  Discussed in, Quoted [EEOC v. Cintas Corp., No. Case Nos. 04-40132; 06-12311., 2010 BL 208908 \(E.D. Mich. Sept. 09, 2010\)](#)
907.  Cited in [EEOC v. Cintas Corp., 737 F. Supp. 2d 764 \(E.D. Mich. 2010\)](#)
908.  Cited in [EEOC v. Cintas Corp., 737 F. Supp. 2d 777 \(E.D. Mich. 2010\)](#)
909.  Cited in [EEOC v. Cintas Corp., No. Case Nos. 04-40132; 06-12311., 2010 BL 205468 \(E.D. Mich. Sept. 03, 2010\)](#)
910.  Cited in [EEOC v. Cintas Corp., No. Case Nos. 04-40132; 06-12311., 2010 BL 205460, 2010 WL 3547965 \(E.D. Mich. Sept. 03, 2010\)](#)
911.  Cited in [EEOC v. Cintas Corp., No. Case Nos. 04-40132; 06-12311., 2010 BL 205953 \(E.D. Mich. Sept. 03, 2010\)](#)
912.  Cited in, Quoted [Travelers Casualty & Surety Co. v. Dormitory Auth., 735 F. Supp. 2d 42 \(S.D.N.Y. 2010\)](#)
913.  Cited in, Quoted (Cf.) [Gutman v. Klein, No. 03 CV 1570 \(BMC\)\(RML\), 2010 BL 417151, 2010 Us Dist Lexis 124704, 2010 WL 4975593 \(E.D.N.Y. Aug. 19, 2010\)](#)
914.  Cited in, Quoted (Cf.) [EEOC v. Timeless Invs., Inc., 734 F. Supp. 2d 1035 \(E.D. Cal. 2010\)](#)

915. Cited in, Quoted (See, e.g.) [EEOC v. Giumarra Vineyards, Corp., No. 1:09-CV-02255-OWW-SKO., 2010 BL 192484, 2010 Us Dist Lexis 82917, 2010 WL 3220387 \(E.D. Cal. Aug. 12, 2010\)](#)
916. Cited in, Quoted (See) [Cannon Techs., Inc. v. Sensus Metering Sys., Inc., Civ. No. 08-6456 \(RHK/RLE\)., 2010 BL 181120 \(D. Minn. Aug. 05, 2010\)](#)
917. Cited in, Quoted [Roe v. Ladymon, 318 S.W.3d 502 \(Tex. App.-Dallas 2010\)](#)
918. Cited in [Stanton v. Bank of Am. N.A., CV. NO. 09-00404 DAE-LEK., 2010 BL 175973 \(D. Haw. July 30, 2010\)](#)
919. Discussed in [United States v. Peterson, No. Case Number: 09-10333., 2010 BL 171715, 2010 WL 2992367 \(E.D. Mich. July 27, 2010\)](#)
920. Discussed in, Quoted [Lovell v. United Airlines, Inc., 728 F. Supp. 2d 1096 \(D. Haw. 2010\)](#)
921. Cited in, Quoted [Fensterstock v. Educ. Fin. Partners, 611 F.3d 124 \(2d Cir. 2010\)](#)
922. Discussed in, Quoted (See) [EEOC v. Cal. Psychiatric Transitions, Inc., 725 F. Supp. 2d 1100 \(E.D. Cal. 2010\)](#)
923. Cited in (See) [DLC DermaCare LLC v. Castillo, No. CV-10-333-PHX-DGC, 2010 BL 143943 \(D. Ariz. June 24, 2010\)](#)
924. Discussed in, Quoted [Bhadra v. State Farm Fire & Cas. Co., Case No. 2:10-cv-00089-KJD-RJJ., 2010 BL 130570, 2010 Us Dist Lexis 64618 \(D. Nev. June 01, 2010\)](#)
925. Cited in [United States v. City of New York, 713 F. Supp. 2d 300, 109 FEP Cases 600 \(S.D.N.Y. 2010\)](#)
926. Cited in (See) [Stolt-Nielsen S.A. v. AnimalFeeds Int'l Corp., 559 U.S. 662, 130 S. Ct. 1758, 176 L. Ed. 2d 605, 9 EXC 10 \(2010\)](#)
927. Discussed in, Quoted [Pearson Dental Supplies, Inc. v. Superior Court, 48 Cal.4th 665, 108 Cal.Rptr.3d 171, 229 P.3d 83, 109 FEP Cases 138 \(2010\)](#)

928. Cited in, Quoted [Destinations by Design, LLC v. T-Mobile USA, Inc., No. Case No: 2:09-cv-1099., 2010 BL 93047, 2010 Us Dist Lexis 48727 \(S.D. Ohio Apr. 26, 2010\)](#)
929. Cited in, Quoted [In re Lehman Bros. Sec. & ERISA Litig. \(In re Fuld\), 706 F. Supp. 2d 552 \(S.D.N.Y. 2010\)](#)
930. Discussed in [Ochoa-Hernandez v. CJADER Foods, Inc., No. C 08-2073 MHP, 2010 BL 73846, 2010 Us Dist Lexis 32774, 2010 WL 1340777 \(N.D. Cal. Apr. 02, 2010\)](#)
931. Cited in (See) [City of St. Louis v. Velsicol Chemical Corp., 708 F. Supp. 2d 632 \(E.D. Mich. 2010\)](#)
932. Discussed in (See) [Hunnicut v. CHF Solutions, Inc., Case No. 10-CV-0042-CVE-FHM., 2010 BL 58268, 2010 WL 1078470 \(N.D. Okla. Mar. 18, 2010\)](#)
933. Cited in, Quoted [Hergenreder v. Bickford Senior Living Group, LLC, Case Number 09-13347-BC., 2010 BL 56319, 2010 Us Dist Lexis 24130 \(E.D. Mich. Mar. 16, 2010\)](#)
934. Cited in, Quoted [Bishop v. Gosiger, Inc., 692 F. Supp. 2d 762 \(E.D. Mich. 2010\)](#)
935. Cited in, Quoted [Hallingby v. Hallingby, 693 F. Supp. 2d 360 \(S.D.N.Y. 2010\)](#)
936. Cited in, Quoted (See) [Fields v. NCR Corp., 683 F. Supp. 2d 980 \(S.D. Iowa 2010\)](#)
937. Cited in (See) [Blanco v. Sterling Jewellers, Inc., Civil Action No. 09-cv-01330-CMA-KLM., 2010 BL 27276, 2010 Us Dist Lexis 19782, 2010 WL 46670 \(D. Colo. Feb. 09, 2010\)](#)
938. Cited in [Serrano v. Cintas Corp., 711 F. Supp. 2d 782, 108 FEP Cases 995 \(E.D. Mich. 2010\)](#)
939. Discussed in, Quoted [Smith v. Cheesecake Factory Restaurants, Inc., NO. 3:06-00829., 2010 BL 24345, 2010 Us Dist Lexis 9818, 2010 WL 441562 \(M.D. Tenn. Feb. 03, 2010\)](#)

940.   Cited in, Quoted  [Bettencourt v. Brookdale Senior Living Communities Inc., No. 09-CV-1200-BR., 2010 BL 8479, 2010 Us Dist Lexis 3436, 2010 WL 274331 \(D. Or. Jan. 14, 2010\)](#)
941.   Cited in, Quoted  [Murphy v. Hosanna Youth Facilities, Inc., 683 F. Supp. 2d 1304 \(N.D. Ga. 2010\)](#)
942.   Cited in (See)  [EEOC v. Odyssey Healthcare, Inc., CIVIL ACTION NO. SA-09-CV-796-XR., 2009 BL 273011 \(W.D. Tex. Dec. 18, 2009\)](#)
943.   Cited in, Quoted  [Joseph Oat Holdings, Inc. v. RCM Digesters, Inc., CIVIL NO. 06-4449 \(NLH\) \(JS\)., 2009 BL 266231, 2009 ILRC 3271, 28 ILRD 717, 2009 Us Dist Lexis 115548, 2009 WL 4895262 \(D.N.J. Dec. 11, 2009\)](#)
944.   Cited in, Quoted  [Upper Lakes Towing Co. v. ZF Padova SpA, File No. 2:08-CV-63, HON. ROBERT HOLMES BELL., 2009 BL 260813, 2009 Us Dist Lexis 113025, 2009 WL 4730762 \(W.D. Mich. Dec. 04, 2009\)](#)
945.   Cited in, Quoted (See)  [Wright v. Rent-A-Ctr. East, Inc, Civil Action No. 08-956 \(GMS\)., 2009 BL 256462, 2009 WL 4277243 \(D. Del. Nov. 30, 2009\)](#)
946.   Cited in (See also)  [Cobra North America, LLC v. Cold Cut Sys. Svenska AB, Civil Action No. 08-cv-00873-DME-CBS., 2009 BL 256720 \(D. Colo. Nov. 30, 2009\)](#)
947.   Cited in, Quoted (See also)  [Norfolk S. Ry. v. Groves, 586 F.3d 1273 \(11th Cir. 2009\)](#)
948.   Cited in  [Roberts v. Synergistic Intl., LLC, 676 F. Supp. 2d 934 \(E.D. Cal. 2009\)](#)
949.   Cited in, Quoted  [Saginaw Prop., LLC v. Value City Dept. Stores, LLC, Case Number 08-13782-BC., 2009 BL 235886, 2009 WL 3536616 \(E.D. Mich. Oct. 30, 2009\)](#)
950.   Discussed in, Quoted  [Monavie, LLC v. Quixtar Inc., 741 F. Supp. 2d 1227 \(D. Utah 2009\)](#)

951.   Cited in, Quoted  [Gagliano v. Cytrade Fin., LLC, Case No. 09-4185., 2009 BL 223747, 2009 Us Dist Lexis 96552, 2009 WL 3366975 \(N.D. Ill. Oct. 16, 2009\)](#)
952.   Cited in, Quoted  [Bailey v. Hako-Med USA, Inc. \(In re Bailey\), Adv. No. 09-4002, 2009 BL 343499 \(Bankr. S.D. Ga. Oct. 08, 2009\)](#)
953.   Cited in, Quoted  [EEOC v. Denny's, Inc., No. CIVIL NO.: WDQ-06-2527., 2009 BL 211245, 2009 Us Dist Lexis 91707, 2009 WL 3246940 \(D. Md. Oct. 02, 2009\)](#)
954.   Cited in, Quoted  [Janel Russell Designs, Inc. v. TPS Assocs., Civil No. 09-835 \(DWF/JJK\)., 2009 BL 210445 \(D. Minn. Oct. 01, 2009\)](#)
955.   Cited in, Quoted  [EEOC v. Sterling Jewelers Inc., No. 08-CV-00706\(A\)\(M\), 2009 BL 384745 \(W.D.N.Y. Oct. 01, 2009\)](#)
956.   Cited in  [Stone v. Lockheed Martin Corp., No. 08-cv-02522-REB-KMT, 2009 BL 364688 \(D. Colo. Sept. 24, 2009\)](#)
957.   Cited in, Quoted  [Variable Annuity Life Ins. Co. v. Dull, CASE NO. 09-80113-CIV-MARRA/JOHNSON., 2009 BL 201785 \(S.D. Fla. Sept. 21, 2009\)](#)
958.   Cited in (See)  [Ifill v. N.Y. State Court Officers Ass'n, 655 F. Supp. 2d 382 \(S.D.N.Y. 2009\)](#)
959.   Discussed in, Quoted  [EEOC v. Von Maur, Inc., No. 4:09-mc-20-RAW, 2009 BL 399103 \(S.D. Iowa Sept. 10, 2009\)](#)
960.   Cited in, Quoted  [Jackson v. Rent-A-Ctr. West, Inc., 581 F.3d 912, 107 FEP Cases 254 \(9th Cir. 2009\)](#)
961.   Cited in, Quoted (Cf.)  [Jackson v. Rent-A-Ctr. West, Inc., 581 F.3d 912, 107 FEP Cases 254 \(9th Cir. 2009\)](#)
962.   Cited in, Quoted  [Kakeh v. United Planning Org., Inc., 655 F. Supp. 2d 107 \(D.D.C. 2009\)](#)
963.   Cited in, Quoted  [Turi v. Main St. Adoption Servs., LLP, No. 08-14511, 2009 BL 193235, 2009 Us Dist Lexis 82454, 2009 WL 2923248 \(E.D. Mich. Sept. 09, 2009\)](#)

964.   Cited in (See, e.g.)  [EEOC. v. Pizza & Sub Express, Inc., CASE NO. 3:09-CV-85 \(CDL\).., 2009 BL 190034, 2009 WL 2912905 \(M.D. Ga. Sept. 03, 2009\)](#)
965.   Cited in  [Chiafos v. Restaurant Depot, LLC, Civil No. 09-0499 ADM/AJB., 2009 BL 183543, 2009 WL 2778077 \(D. Minn. Aug. 28, 2009\)](#)
966.   Cited in, Quoted  [Easterly v. Heritage Christian Sch., Inc., Cause No. 1:08-cv-1714-WTL-TAB., 2009 BL 185210, 107 FEP Cases 173, 2009 Us Dist Lexis 76269, 2009 WL 2750099 \(S.D. Ind. Aug. 26, 2009\)](#)
967.   Cited in, Quoted  [Hailey v. City of Camden, 650 F. Supp. 2d 349 \(D.N.J. 2009\)](#)
968.   Discussed in, Quoted  [Perry v. Taco Bell Corp., 646 F. Supp. 2d 975 \(W.D. Tenn. 2009\)](#)
969.   Cited in (See also)  [Richert v. Nat'l Arbitration Forum, LLC, No. 09-763 \(ADM/JJK\), 2009 BL 379497 \(D. Minn. Aug. 20, 2009\)](#)
970.   Cited in, Quoted  [CoxCom, Inc. v. Egghead Telecom, Inc., No. 08-CV-698-TCK-PJC, 2009 BL 385894 \(N.D. Okla. Aug. 18, 2009\)](#)
971.   Discussed in, Quoted  [Schafer v. Johanson, No. Case Number 09-10349-BC, 2009 BL 377619, 2009 Us Dist Lexis 72228 \(E.D. Mich. Aug. 17, 2009\)](#)
972.   Cited in, Quoted (See)  [Addie v. Kjaer, No. 2004-135, 2009 BL 287951, 2009 Us Dist Lexis 72137 \(D.V.I. Aug. 14, 2009\)](#)
973.   Discussed in  [EEOC v. CRST Van Expedited, Inc., No. 07-CV-95-LRR, 2009 BL 174086, 2009 Us Dist Lexis 71396, 2009 WL 2524402 \(N.D. Iowa Aug. 13, 2009\)](#)
974.   Discussed in, Quoted (See, e.g.)  [Farm Credit of Northwest Florida v. R & B Constr. of South Alabama, Inc., No. CIVIL ACTION 08-0439-WS-C., 2009 BL 165439, 2009 WL 2413656 \(S.D. Ala. Aug. 05, 2009\)](#)
975.   Cited in, Quoted (See also)  [Jadwin v. County of Kern, No. 1:07-CV-00026-OWW-DLB., 2009 BL 169385, 22 AD Cases 530, 2009 Us Dist Lexis 72369, 2009 WL 2424565 \(E.D. Cal. Aug. 05, 2009\)](#)



EEOC v. Waffle House, Inc., 534 U.S. 279, 122 S. Ct. 754, 151 L. Ed. 2d 755, 12 AD Cases 1001, 70 U.S.L.W. 4081 (2002), Court Opinion

976. Cited in [McNamara v. Yellow Transp., Inc., 570 F.3d 950, 106 FEP Cases 1025, 14 WH Cases2d 1806 \(8th Cir. 2009\)](#)
977. Cited in (See) [Davis v. Joseph J. Magnolia, Inc., 640 F. Supp. 2d 38, 107 FEP Cases 400 \(D.D.C. 2009\)](#)
978. Cited in [Otos Tech Co. v. OGK America, Inc., No. 03-1979 \(WHW\), 2009 BL 161913 \(D.N.J. July 29, 2009\)](#)
979. Cited in [Global Tel*Link Corp. v. Scott, 652 F. Supp. 2d 1240 \(M.D. Fla. 2009\)](#)
980. Cited in, Quoted [Johnson v. Couturier, 572 F.3d 1067, 47 EBC 1449, 8 EXC 22 \(9th Cir. 2009\)](#)
981. Cited in [Dreher v. ESKCO, Inc., Case No. 3:08-cv-325, Case No. 3:09-cv-209., 2009 BL 159460, 2009 Us Dist Lexis 63300, 2009 WL 2176060 \(S.D. Ohio July 21, 2009\)](#)
982. Cited in, Quoted [Int'l Fid. Ins. Co. v. BMC Contrs., Inc., No. 5:06-cv-186 \(CAR\), 2009 BL 369153, 2009 Us Dist Lexis 60099, 2009 WL 2143820 \(M.D. Ga. July 14, 2009\)](#)
983. Cited in (See also) [Dieng v. Hyundai, Civil Action No. DKC 2009-0068., 2009 BL 147400, 15 WH Cases2d 602, 2009 Us Dist Lexis 58785, 2009 WL 2096076 \(D. Md. July 09, 2009\)](#)
984. Cited in (See) [Natl. Financial Partners Corp. v. Cunning, Civil No. 2008-37., 2009 BL 144768, 2009 Us Dist Lexis 57718, 2009 WL 1939818 \(D.V.I. July 07, 2009\)](#)
985. Cited in (See) [V.I. Water & Power Auth. v. GE Int'l Inc., Civil No. 2006-131., 2009 BL 141395, 2009 Us Dist Lexis 55561, 2009 WL 2413670 \(D.V.I. June 30, 2009\)](#)
986. Discussed in [People v. Coventry First LLC, 13 N.Y.3d 108, 886 N.Y.S.2d 671, 915 N.E.2d 616 \(2009\)](#)
987. Discussed in (Cf.) [United States ex rel. Lusby v. Rolls-Royce Corp., 570 F.3d 849, 29 IER Cases 519 \(7th Cir. 2009\)](#)

EEOC v. Waffle House, Inc., 534 U.S. 279, 122 S. Ct. 754, 151 L. Ed. 2d 755, 12 AD Cases 1001, 70 U.S.L.W. 4081 (2002), Court Opinion

988. Cited in, Quoted [Rapid Settlements Ltd. v. Green, 294 S.W.3d 701 \(Tex. App.-Houston \[1st Dist.\] 2009\)](#)
989. Cited in [Grillier v. CSMG Sports, Ltd., Case No. 08-CV-12449., 2009 BL 129089 \(E.D. Mich. June 16, 2009\)](#)
990. Cited in [Masters v. Lowe's Home Ctrs., Inc., Case No. 09-cv-255-JPG., 2009 BL 126054, 2009 Us Dist Lexis 49505, 2009 WL 1657925 \(S.D. Ill. June 11, 2009\)](#)
991. Cited in [Muscarello v. Blackburn \(In re Blackburn\), 415 B.R. 668 \(Bankr. N.D. Ill. 2009\)](#)
992. Cited in, Quoted [Rouse v. City of New York, No. 08 CV 7419 \(HB\)., 2009 BL 118304, 2009 Us Dist Lexis 46718, 2009 WL 1532054 \(S.D.N.Y. June 02, 2009\)](#)
993. Cited in (See also) [Grant v. Natl. Bd. of Medical Examiners, No. 7:07-cv-996., 2009 BL 111376 \(N.D.N.Y. May 22, 2009\)](#)
994. Cited in [Abdullah v. Duke Univ. Health Sys., Inc., No. 5:09-CV-8-FL, 2009 BL 398975 \(E.D.N.C. May 22, 2009\)](#)
995. Cited in, Quoted [Samson v. NAMA Holdings, LLC, No. CV 09-01433 MMM \(PJWx\), 2009 BL 356609, 2009 WL 9150841 \(C.D. Cal. May 20, 2009\)](#)
996. Cited in, Quoted [Kravar v. Triangle Servs., Inc., No. 1:06-cv-07858-RJH., 2009 BL 108934, 186 LRRM 2565, 21 AD Cases 1663, 2009 Us Dist Lexis 42944, 2009 WL 1392595 \(S.D.N.Y. May 19, 2009\)](#)
997. Cited in [EEOC v. CRST Van Expedited, Inc., 614 F. Supp. 2d 968, 106 FEP Cases 602 \(N.D. Iowa 2009\)](#)
998. Cited in [EEOC v. CRST Van Expedited, Inc., 615 F. Supp. 2d 867 \(N.D. Iowa 2009\)](#)
999. Cited in, Quoted [Arthur Andersen LLP v. Carlisle, 556 U.S. 624, 129 S. Ct. 1896, 173 L. Ed. 2d 832, 77 U.S.L.W. 4374 \(2009\)](#)
- 1,000. Cited in, Quoted [EEOC v. CRST Van Expedited, Inc., 611 F. Supp. 2d 918 \(N.D. Iowa 2009\)](#)

Direct History

Direct History Summary		
	Caution	0
	Negative	0
	Total	0

1. [EEOC v. Waffle House, Inc., 534 U.S. 279, 122 S. Ct. 754, 151 L. Ed. 2d 755, 12 AD Cases 1001, 70 U.S.L.W. 4081 \(2002\)](#)

reversing the order and remanding the case in



[EEOC v. Waffle House, Inc., 193 F.3d 805, 9 AD Cases 1313 \(4th Cir. 1999\)](#)

2.  [EEOC v. Waffle House, Inc., 193 F.3d 805, 9 AD Cases 1313 \(4th Cir. 1999\)](#)

affirming the order (in part), reversing the order (in part) and remanding the case in



[Unpublished Opinion or Order](#)