

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

United States Courts  
Southern District of Texas  
ENTERED

APR 30 2002

EQUAL EMPLOYMENT OPPORTUNITY §  
COMMISSION, §

Plaintiff §

VS. §

McCALL-TL, LTD. d/b/a STERLING §  
McCALL LEXUS, §

Defendant §

CIVIL ACTION NO. H-01-2401

Michael N. Milby, Clerk of Court

ORDER

Pending before the Court in the above referenced action alleging employment discrimination (denial of a promotion) based on race is Defendant McCall-TL, Ltd. d/b/a Sterling McCall Lexus' motion for partial summary judgment (instrument #15).

Defendant asks for dismissal of Plaintiff the Equal Employment Opportunity Commission's ("EEOC's") claims for "make-whole relief" and punitive damages because it is seeking such relief on behalf of an individual, Roger Brown, and Roger Brown had a binding arbitration agreement (Ex. A to motion) with Defendant that would cover the instant dispute. It argues that because Roger Brown signed a valid, enforceable arbitration agreement, the EEOC can only seek injunctive relief and not the individual-specific relief it requests. EEOC v. Waffle House, Inc., 193 F.3d 805, 812 (4th Cir. 1999); EEOC v. Kidder, Peabody & Co., Inc., 156 F.3d 298, 302-03 (2d Cir. 1998); New Orleans S.S. Ass'n v. EEOC, 680 F.2d 23, 25 (5th Cir. 1982); Truvillion v. King's Daughter Hosp., 614 F.2d 520, 525 (5th Cir. 1980).

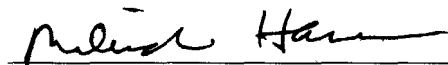
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Defendant also seeks an award of costs and fees incurred for services related to the motion.

Because the United States Supreme Court has just reversed the Fourth Circuit in Waffle House and has recently held that an arbitration agreement did not bar the EEOC from pursuing victim-specific relief in court, 122 S. Ct. 754 (2001), the Court

ORDERS that Defendant's motion is DENIED.

SIGNED at Houston, Texas, this 29<sup>th</sup> day of April, 2002.



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MELINDA HARMON  
UNITED STATES DISTRICT JUDGE