No. 25-1594

IN THE UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,
Plaintiff-Appellant,

v.

WAL-MART STORES EAST, L.P.,
Defendant-Appellee.

On Appeal from the United States District Court
for the Eastern District of Wisconsin
No. 1:17-cv-00070-WCG
Hon. William C. Griesbach

REPLY BRIEF FOR PLAINTIFF-APPELLANT EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

ANDREW B. ROGERS
Acting General Counsel

JENNIFER S. GOLDSTEIN
Associate General Counsel

JEREMY D. HOROWITZ
Acting Assistant General Counsel

CHELSEA C. SHARON
Attorney

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
Office of General Counsel
131 M St. N.E., 5th Floor
Washington, D.C. 20507
(202) 921-2889
chelsea.sharon@eeoc.gov

TABLE OF CONTENTS

TABLE OF AUTHORITIES iii

INTRODUCTION 1

ARGUMENT 3

I. The district court abused its discretion in concluding that Wal-Mart's violations were unlikely to recur. 3

A. The district court did not correct the analytical errors this Court identified. 3

1. The district court again failed to consider critical trial evidence suggesting violations were likely to recur. 3

2. The district court again ignored the shortcomings this Court highlighted in Wal-Mart's formal policies. 7

3. The district court's continued reliance on Wal-Mart's lack of animus repeats reasoning this Court rejected. 11

4. The district court improperly suggested that EEOC must adduce pattern-or-practice evidence. 12

5. The district court relied on other inapposite considerations in denying injunctive relief. 16

B. Wal-Mart's alternative account of the district court's decision is unpersuasive. 19

1. The three "record-based" reasons Wal-Mart offers to defend the district court's decision are unavailing. 19

a. Lack of similar violations 19

b. Wal-Mart's formal policies 20

c. The ADA's purposes 21

2. This case is distinguishable from *Wal-Mart Stores*. 22

II. The district court abused its discretion in rejecting EEOC's individual injunctive requests as overly broad, unduly burdensome, or unnecessary. 23

A. Requests 1 and 3: Enjoining Wal-Mart from committing similar ADA violations in the future. 23

1. Obey-the-law relief is neither impermissible nor inherently disfavored.....23

2. The district court failed adequately to explain why obey-the-law relief was unwarranted.....27

3. Wal-Mart's arguments about the burden of supervision and monitoring are unpersuasive. 28

B. Request 2: Clarification of company policies regarding recurring, long-term, or permanent accommodations. 29

C. Request 4: Providing notice of verdict and injunction. 31

D. Request 5: Reporting to EEOC on responses to reasonable-accommodation requests.....31

E. Request 6: Training regarding schedule accommodations. 32

F. Request 7: Accountability for non-compliance with EEO policies. 34

G. Request 8: Non-interference with the injunction.....34

III. This Court should remand with instructions to enter injunctive relief. 35

CONCLUSION 37

CERTIFICATE OF COMPLIANCE

CERTIFICATE OF SERVICE

TABLE OF AUTHORITIES

Cases

Bruso v. United Airlines, Inc.,
239 F.3d 848 (7th Cir. 2001) 10, 36, 37

Delgado v. U.S. Dep't of Just.,
979 F.3d 550 (7th Cir. 2020) 36

EEOC v. AutoZone, Inc.,
707 F.3d 824 (7th Cir. 2013) 10, 13, 24, 25, 26, 27, 28, 29, 32

EEOC v. AutoZone, Inc.,
822 F. Supp. 2d 824 (C.D. Ill. 2011) 27

EEOC v. Dolgencorp, LLC,
899 F.3d 428 (6th Cir. 2018) 18

EEOC v. Dolgencorp, LLC,
277 F. Supp. 3d 932 (E.D. Tenn. 2017) 18, 26, 27

EEOC v. Drivers Mgmt., LLC,
142 F.4th 1122 (8th Cir. 2025) 18, 29

EEOC v. Ilona of Hungary, Inc.,
108 F.3d 1569 (7th Cir. 1997) 32

EEOC v. KarenKim, Inc.,
698 F.3d 92 (2d Cir. 2012) 36, 37

EEOC v. Massey Yardley Chrysler Plymouth, Inc.,
117 F.3d 1244 (11th Cir. 1997) 29

EEOC v. Wal-Mart Stores E., L.P.,
113 F.4th 777 (7th Cir. 2024) ..... *passim*

EEOC v. Wal-Mart Stores, Inc.,
38 F.4th 651 (7th Cir. 2022) 15

EEOC v. Wal-Mart Stores, Inc.,
503 F. Supp. 3d 801 (W.D. Wis. 2020).....15

EEOC v. Wal-Mart Stores, Inc.,
No. 17-cv-739, 2020 WL 1527324 (W.D. Wis. Mar. 31, 2020) 15, 16, 19, 22, 23

Horne v. Flores,
557 U.S. 433 (2009).....7

Jardien v. Winston Network, Inc.,
888 F.2d 1151 (7th Cir. 1989).....7

NLRB v. Express Publ'g Co.,
312 U.S. 426 (1941).....25, 26

NLRB v. Louis A. Weiss Mem'l Hosp.,
172 F.3d 432 (7th Cir. 1999).....13

NLRB v. Neises Constr. Corp.,
62 F.4th 1040 (7th Cir. 2023).....24

Peebles v. Potter,
354 F.3d 761 (8th Cir. 2004).....22

Power v. Summers,
226 F.3d 815 (7th Cir. 2000).....24

Sottoriva v. Claps,
617 F.3d 971 (7th Cir. 2010).....10

United States v. Stevens,
500 F.3d 625 (7th Cir. 2007).....15

Walgreen Co. v. Sara Creek Prop. Co., B.V.,
966 F.2d 273 (7th Cir. 1992).....29

INTRODUCTION

This Court's decision vacating the denial of injunctive relief carefully catalogued several key flaws in the district court's original analysis. *EEOC v. Wal-Mart Stores E., L.P.*, 113 F.4th 777, 791-93 (7th Cir. 2024). On remand, however, the district court repeated most of its earlier errors and reasserted the very reasoning this Court rejected. As EEOC's opening brief explained, the district court: (1) ignored key trial evidence bearing on likelihood of recurrence that this Court highlighted; (2) continued to rely on Wal-Mart's formal disability policies as a sufficient safeguard against future violations without addressing the shortcomings this Court identified in those policies; (3) again found that Wal-Mart's lack of animus rendered its proven violations isolated, despite this Court's contrary reasoning; (4) suggested that EEOC had the burden to adduce pattern-or-practice evidence to obtain injunctive relief; and (5) committed several independent flaws, including a reliance on unsubstantiated claims that the verdict caused Wal-Mart negative publicity and financial injury likely to deter future violations. Indeed, the district court's decision does not discuss this Court's analysis at all; it mentions this Court's decision only three times in passing without

ever engaging with this Court's reasons for vacating the denial of injunctive relief.

In response, Wal-Mart characterizes this Court's detailed analysis as a mere suggestion that the district court take a "second look" at the case and issue any ruling it sees fit, even one that simply repeats the analysis this Court already rejected. This is incorrect. While this Court undoubtedly left to the district court's discretion whether and how to issue injunctive relief, the district court was not free to ignore this Court's careful reasoning.

Wal-Mart claims the district court properly relied on a number of record-based factors independent from those considerations this Court rejected. But the factors Wal-Mart cites—such as Wal-Mart's disability policies, lack of animus, and the purported absence of similar violations—either dress up the rejected considerations in different words or lack evidentiary support. And while Wal-Mart repeatedly describes its unlawful conduct as an "isolated incident at a single store," this characterization ignores this Court's contrary finding and the fact that Wal-Mart managers at every level of the corporate hierarchy ratified the violations. *Id.* at 793 (evidence suggests that Spaeth's treatment was "more

than an isolated incident"). Wal-Mart's attacks on EEOC's individual injunctive requests fare no better. They rest on claims of redundancy and overbreadth that ignore this Court's prior analysis, dismiss the involvement of high-level managers in the unlawful conduct, and misrepresent what Wal-Mart's policies say and how its managers understood them. This Court should reverse and remand for entry of an appropriate injunction.

ARGUMENT

I. The district court abused its discretion in concluding that Wal-Mart's violations were unlikely to recur.

A. The district court did not correct the analytical errors this Court identified.

1. The district court again failed to consider critical trial evidence suggesting violations were likely to recur.

In vacating the denial of injunctive relief, this Court highlighted the district court's failure to "take into account the totality of the trial evidence bearing on why Spaeth was denied an accommodation." *Wal-Mart Stores E.*, 113 F.4th at 792. In particular, the district court had overlooked the "position that Wal-Mart witnesses took at trial" that the company's "disability policies [do not] allow for long-term schedule accommodations," which "certainly presents the possibility that other

employees might be denied such an accommodation if sought." *Id.* at 792-93. Indeed, Lee Spude—who oversees the approximately 30,000 associates working in Wal-Mart's Region 53—insisted that the company is "in no way … obligated in any way to offer permanent long-term scheduling changes." EEOC.App.92, 101; *see* EEOC.Br.23-24.[1] This understanding "arguably was consistent with the company-wide directive … that the computer-generated schedules not be modified except for business reasons," *Wal-Mart Stores E.*, 113 F.4th at 792, which Wal-Mart managers believed precluded *any* long-term schedule modifications. EEOC.App.58, 76; *see* EEOC.Br.24-25.

Although Wal-Mart downplays this evidence as a mere misunderstanding by "certain managing associates," Wal-Mart.Br.30, it was not run-of-the-mill managers who expressed these views. Spude is Wal-Mart's top HR official for Region 53. EEOC.App.88. And Denise Morgan—an ethics manager at Wal-Mart's national headquarters tasked

[1] Citations to "EEOC.Br._," "SA._," and "EEOC.App._" reference EEOC's Opening Brief and Short Appendix (Dkt.14) and EEOC's Appendix (Dkt.15). Citations to "Wal-Mart.Br._" and "Wal-Mart.Supp.App._" reference Wal-Mart's Response Brief (Dkt.21) and Supplemental Appendix (Dkt.22). Citations to "R._" reference district court docket entries.

with ensuring company-wide compliance with anti-discrimination policies—deemed Spaeth's termination consistent with Wal-Mart's policies. EEOC.App.52-53, 121; *see Wal-Mart Stores E.*, 113 F.4th at 789 (jury could have construed Morgan's response "as reflecting a callous indifference to Spaeth's situation"). Although this Court specifically observed that the district court's prior decision "did not take into account the totality of th[is] trial evidence," *Wal-Mart Stores E.*, 113 F.4th at 792, the district court again disregarded this evidence on remand, stating that there was "*no evidence* suggesting that the proven illegal conduct might be resumed." SA.8 (emphasis added).

Wal-Mart insists that the district court "considered all of th[is] evidence" by "acknowledg[ing]" certain arguments advanced by EEOC. Wal-Mart.Br.31. Although the district court *acknowledged* EEOC's arguments and recited a few pieces of evidence cited by EEOC, *see* SA.5, it did not explain why it found the evidence unpersuasive or why it disagreed with this Court that such evidence "certainly presents the possibility" of future unlawful accommodation denials. *Wal-Mart Stores E.*, 113 F.4th at 792-93. Instead, it dismissed EEOC's arguments, stating, "the continued employment of these supervisors and managers is not, by itself,

a sufficient reason" to grant injunctive relief. SA.5. But neither EEOC nor this Court relied on the mere "continued employment" of these managers; it was instead the "position [these managers] took at trial" that the company's "disability policies [do not] allow for long-term schedule accommodations" that make future violations likely. *Wal-Mart Stores E.*, 113 F.4th at 792-93; *see* EEOC.Br.23-26. Rejecting this analysis with a non-sequitur does not amount to the "careful implementation of this Court's … mandate" that Wal-Mart claims. Wal-Mart.Br.5.

Nor did the district court carefully "balanc[e] all of this evidence" against other considerations in denying injunctive relief. Wal-Mart.Br.31. Instead, the court apparently dismissed it outright. *See* SA.7, 8 (finding "no evidence" to suggest illegal conduct might resume). And even if the court did weigh this evidence, the considerations Wal-Mart says it placed on the other side of the scale—Wal-Mart's lack of animus, its formal policies, and the purported absence of other ADA violations, Wal-Mart.Br.31—were all rejected by this Court or lack record support. *Infra* pp. 7-16. EEOC objects not that the district court "should have struck a different balance," Wal-Mart.Br.31, but instead that the court conducted no such balancing in the first place. The district court's failure to consider the relevant trial evidence,

as this Court instructed, amounts to an abuse of discretion. *See Horne v. Flores*, 557 U.S. 433, 456 (2009); *Jardien v. Winston Network, Inc.*, 888 F.2d 1151, 1159 (7th Cir. 1989).

2. The district court again ignored the shortcomings this Court highlighted in Wal-Mart's formal policies.

In vacating the denial of injunctive relief, this Court rejected the district court's reasoning that such relief was "redundant to Wal-Mart's existing policies" and thus unnecessary. *Wal-Mart Stores E.*, 113 F.4th at 792 (quoting EEOC.App.151). Instead, this Court explained, Wal-Mart's treatment of Spaeth "illuminated" certain "shortcomings" in these policies: Wal-Mart's "utter[] fail[ure] to treat [Spaeth's] request as a request for an accommodation" and Wal-Mart's "impression that long-term schedule modifications could not be granted" under the company's policies. *Id.* These shortcomings undermine reliance on Wal-Mart's formal policies as a safeguard against future violations. *Id.* On remand, however, the district court did not consider these "shortcomings"; indeed, it did not acknowledge this Court's discussion at all. Instead, the court simply repeated the rejected reasoning that injunctive relief was unnecessary

because "Walmart has antidiscrimination and accommodation policies … that include provisions addressing [disability] accommodations." SA.6.

Wal-Mart acknowledges that "[t]his Court identified these 'shortcomings' for a specific purpose: they raised the 'possibility that other employees might be denied such an accommodation if sought' and that 'this may have been more than an isolated incident.'" Wal-Mart.Br.32 (quoting *Wal-Mart Stores E.*, 113 F.4th at 792-93). But Wal-Mart contends that the district court simply decided that "the 'possibilit[ies]' that these 'shortcomings' raised were not borne out by the factual record" in light of "Walmart's unrebutted showings" that the company's "policies already provide for permanent fixed schedules … and that this case was an isolated, peculiar violation of that policy." Wal-Mart.Br.32.

This strained reading of the district court's decision is unpersuasive. The district court did not even discuss the shortcomings this Court identified, much less make a reasoned determination that "the factual record" obviated any possibility of recurrence. Further, Wal-Mart's purported "showings" are far from "unrebutted." As EEOC explained, EEOC.Br.28-29, none of Wal-Mart's policies "provide for permanent fixed schedules." Wal-Mart.Br.32. The only Wal-Mart policy to address

accommodations at all is silent regarding permanent schedule accommodations, EEOC.App.136, and Wal-Mart managers read that silence as preclusive. *See* EEOC.App.104-05 (when confronted with this policy, Spude disagreed that it allowed for "long-term modified schedules").[2] And this Court rejected Wal-Mart's "showing" that "this case was an isolated, peculiar violation," Wal-Mart.Br.32, concluding instead that the evidence suggested Spaeth's case was "more than an isolated incident." *Wal-Mart Stores E.*, 113 F.4th at 793.

Nor does the district court's recitation of EEOC's argument about the ineffectiveness of Wal-Mart's policies and trainings, SA.7, amount to careful consideration of the argument's merits, as Wal-Mart claims. Wal-Mart.Br.32. Instead, the court simply dismissed EEOC's argument, conclusorily asserting that "there is no evidence of any incidents of similar discrimination or that the proven illegal conduct may be resumed." SA.7 (internal quotation marks omitted). This provides no explanation for why

[2] Wal-Mart mischaracterizes this testimony by claiming that Spude *agreed* that "there's nothing [in Walmart's policies] that says [long-term schedule accommodations] are not provided." Wal-Mart.Br.9 (quoting EEOC.App.104-05). That quote comes from EEOC counsel, not Spude; Spude *rejected* that premise. EEOC.App.105 (Spude testifying that Wal-Mart's accommodation guidelines prohibited long-term schedule accommodations).

the district court found EEOC's argument unpersuasive or why it disagreed with this Court's concerns about the policies' shortcomings. *See Sottoriva v. Claps*, 617 F.3d 971, 976 (7th Cir. 2010) (providing "mere conclusory statement" rather than "rendering of [supporting] reasons" is an abuse of discretion).

Wal-Mart next incorrectly says that EEOC claimed injunctive relief was mandatory simply because "Walmart's policies did not prevent the incident here." Wal-Mart.Br.33. Instead, EEOC argued that an employer's systemic failure to follow its own policies undermines reliance on those policies as a safeguard against future violations. EEOC.Br.29-31. That principle accords even with Wal-Mart's reading of this Court's case law. *See* Wal-Mart.Br.33-34 (recognizing that *Bruso v. United Airlines, Inc.*, 239 F.3d 848, 864 (7th Cir. 2001), found injunctive relief justified where "defendant provided … 'no reason to believe' it will abide by its 'formal policies' 'in the future,'" and *EEOC v. AutoZone, Inc.*, 707 F.3d 824, 843-44 (7th Cir. 2013), affirmed injunctive relief where district court "found 'no evidence showing that [the employer] had enforced its policy'"). And that principle supports injunctive relief here, given the ample evidence that

Wal-Mart managers insisted the company's policies foreclosed permanent schedule accommodations.

3. The district court's continued reliance on Wal-Mart's lack of animus repeats reasoning this Court rejected.

As EEOC's opening brief explained, EEOC.Br.32-33, this Court stated that "the shortcomings in [Wal-Mart's] response to Spaeth's [accommodation] request … raise the possibility that this may have been more than an isolated incident," even absent any animus. *Wal-Mart Stores E.*, 113 F.4th at 793. On remand, however, the district court ignored this Court's analysis, repeating precisely the same rejected reasoning that a lack of "animus or ill will" indicated the violations were "isolated." SA.5-6.

Wal-Mart asserts that this Court accepted "both the District Court's lack-of-animus finding and the general rule that such a finding makes the recurrence of the ADA violation less likely." Wal-Mart.Br.34. But this Court articulated no such "general rule"; it instead observed that animus "is not a prerequisite to injunctive relief" but "may be considered as a factor bearing on the propriety of such relief." *Wal-Mart Stores E.*, 113 F.4th at 793. And this Court certainly did not suggest that any lack of animus made future violations "less likely"; instead, it said that Wal-Mart's "unwillingness to

entertain the possibility of a long-term schedule accommodation" "certainly presents the possibility" of future accommodation denials, notwithstanding any lack of animus. *Id.* at 792-93.

That determination was logical because animus is not the only possible driver of accommodation denials. Instead, as here, an employer could deny an entire category of accommodations based on a belief that "the company's policies d[o] not permit" them. *Id.* at 785. That certainly presents the possibility of recurrence, even absent antipathy toward disability. Wal-Mart provides no alternative explanation to suggest its conduct stemmed from something besides an unlawful, across-the-board refusal to consider long-term schedule accommodations. Wal-Mart contends this "is not the relevant inquiry," Wal-Mart.Br.35, but *why* Wal-Mart denied Spaeth's accommodation requests is critically relevant to whether such denials are likely to recur.

4. The district court improperly suggested that EEOC must adduce pattern-or-practice evidence.

EEOC's opening brief, EEOC.Br.35-40, explained that the district court incorrectly placed the onus on *EEOC* to come forward with "evidence of … incidents of similar discrimination," SA.7, when Wal-Mart bears the

"burden to establish that its discriminatory conduct is unlikely to recur," *Wal-Mart Stores E.*, 113 F.4th at 793. Because Wal-Mart has the burden, it must show that Spaeth's case is "somehow different from the norm"; EEOC need not show that Spaeth's case was part of a larger pattern or practice of discrimination. *AutoZone*, 707 F.3d at 840 (citation omitted); *id.* at 842 ("[I]njunctive relief … does not require evidence of a pattern or practice of similar conduct …." (internal quotation marks omitted)). Where the record does not establish whether similar incidents have occurred, that "absence of evidence" cannot "cut in favor of the one who bears the burden of proof." *NLRB v. Louis A. Weiss Mem'l Hosp.*, 172 F.3d 432, 446 (7th Cir. 1999).

Wal-Mart argues that the absence of pattern-or-practice evidence was just one of "a number of factors" on which the court relied. Wal-Mart.Br.37-38. But many of the factors Wal-Mart cites simply restate the purported absence of pattern-or-practice evidence in other words. *See* Wal-Mart.Br.37 (listing as factors that "no 'pattern or practice of discrimination exists,'" that "'there is no evidence of other ADA complaints' similar to the 'unique' incident here," and that "'there has been no recurrence' in the 'three years since the jury's verdict'" (quoting SA.5, 11)). The other factors Wal-Mart

cites rely on considerations this Court already rejected. *See* Wal-Mart.Br.37 (listing as factors that Wal-Mart's "actions were not taken with animosity" and that Wal-Mart "has antidiscrimination and accommodation policies") (quoting SA.6)); *supra* pp.7-12. Once these rejected considerations are stripped away, all that remains is the purported absence of pattern-or-practice evidence, which cannot sustain Wal-Mart's burden.

Wal-Mart claims it *did* submit "affirmative evidence" to "carry its burden" by "cit[ing] ample trial testimony from nine witnesses, along with five trial exhibits, establishing," *inter alia*, "that there were no other similar cases of disability discrimination in the Manitowoc Store." Wal-Mart.Br.37. In support, however, Wal-Mart simply cites several pages of its opposition brief below, without specifying the relevant testimony or exhibits it purportedly relies upon. Wal-Mart.Br.37 (citing EEOC.App.177-83). The only specific example Wal-Mart provides is the testimony of Manitowoc Store Manager Kent Abitz that "he *never* terminated any other associate with disabilities for any reason." Wal-Mart.Br.37 (citing EEOC.App.179). But whether Abitz *terminated* disabled associates says nothing about whether he or other managers have *improperly denied them accommodations*.

Wal-Mart also says it "explained that there [have] been no other ADA complaints similar to the unusual, isolated incident here, either before or after this case."[3] Wal-Mart.Br.37. Again, however, Wal-Mart offers no evidentiary support for that explanation. Wal-Mart cites only its opposition brief below, which itself lacked any supporting citation to record evidence. Wal-Mart.Br.37; EEOC.App.178-79. Wal-Mart claims it "was not required to establish this point with such evidence," and that the district court properly "relied upon" the "argument" of counsel for this factual finding. Wal-Mart.Br.38. Wal-Mart cites no authority for this remarkable proposition.[4] *Cf. United States v. Stevens*, 500 F.3d 625, 628 (7th Cir. 2007)

---

[3] Nor, as EEOC noted in its opening brief, is it correct that "no other [similar] ADA complaints" have been lodged against Wal-Mart before or after this case. EEOC.Br.37 n.5. Prior to this case, EEOC prevailed in another ADA lawsuit against Wal-Mart, also in Wisconsin, involving a failure to reasonably accommodate an employee with an intellectual disability. *See EEOC v. Wal-Mart Stores, Inc.*, 503 F. Supp. 3d 801 (W.D. Wis. 2020), *aff'd*, 38 F.4th 651 (7th Cir. 2022). And EEOC recently filed a case against Wal-Mart in the Eastern District of Wisconsin alleging, *inter alia*, failure to reasonably accommodate an intellectually disabled store employee. *EEOC v. Walmart Inc.*, No. 2:25-cv-1480 (E.D. Wis. Sept. 25, 2025), ECF No.1.

[4] Wal-Mart asserts that the evidence here was "stronger than the showing" before the district court in *EEOC v. Wal-Mart Stores, Inc.*, No. 17-cv-739, 2020 WL 1527324 (W.D. Wis. Mar. 31, 2020), *aff'd*, 38 F.4th 651 (7th Cir. 2022), where Wal-Mart supported its claim that "no similar ADA complaints had been filed against Walmart" in the Western District of Wisconsin with only "a statement made in Walmart's opposition to EEOC's motion for equitable relief." Wal-Mart.Br.38. Not so. Although Wal-Mart relied exclusively on a statement in its opposition brief in that case (as it does here), it at least

("[A]rguments in a … brief, unsupported by documentary evidence, are *not* evidence.").

Nor does Wal-Mart meaningfully respond to EEOC's argument that the company has better access to evidence establishing the presence or absence of similar violations. As EEOC explained, Wal-Mart could have produced an affidavit from an HR official or other data documenting a lack of internal complaints, while Title VII precludes EEOC from disclosing the existence of charges against a given employer. EEOC.Br.36. Wal-Mart does not justify its failure to adduce such evidence, merely dismissing EEOC's argument as "odd." Wal-Mart.Br.38 n.4.

5. The district court relied on other inapposite considerations in denying injunctive relief.

EEOC's opening brief pointed to several additional flaws in the district court's analysis. EEOC.Br.40-43. First, the district court incorrectly reasoned that because Spaeth was "no longer with Walmart" there was "little risk that similar violations will occur in the future." SA.5. As EEOC

---

made a verifiable claim that "there have been no similar ADA claims *filed in this court*," 2020 WL 1527324, at *6 (emphasis added), which it supported with a representation that counsel reviewed the Western District of Wisconsin's case docket. Wal-Mart.Br.24. Here, Wal-Mart instead made the broader claim that "there has been no recurrence of the conduct at issue" writ large, EEOC.App.179, and provided no explanation for this contention or means of verifying it.

explained, Spaeth's absence from the workplace has no bearing on whether Wal-Mart will commit "similar violations" against *other employees* requesting long-term schedule accommodations. EEOC.Br.40-41. Wal-Mart does not dispute this analytical flaw, seeking refuge instead in the "multiple other factors" the court purportedly relied upon. Wal-Mart.Br.39.

Second, EEOC explained that the district court erred by relying on Abitz's testimony that he "never terminated any other associate with disabilities for any reason," SA.5, to determine that future violations were unlikely. EEOC.Br.41-42. As explained above, *supra* p.14, whether Abitz *terminated* disabled associates says nothing about whether those associates were or will be denied accommodations. And Wal-Mart offers no response to EEOC's point that Abitz himself endorsed Spaeth's termination, EEOC.Br.41-42, other than waving his conduct away as an "isolated misunderstanding," Wal-Mart.Br.40, despite the company having ratified that "misunderstanding" through subsequent review at the regional and national level. *Supra* pp.4-5.

Finally, the court was "satisfied" that Wal-Mart "has taken and will continue to take every reasonable measure" to prevent future violations given the "$125 million award in punitive damages" and the "adverse

publicity" stemming from the verdict. SA.11. But, as EEOC pointed out, Wal-Mart made no claim below that it undertook any remedial measures following the verdict. EEOC.Br.42-43. And Wal-Mart makes no such assertion here, relying exclusively on the same allegedly "robust antidiscrimination and accommodations policies" that its own managers insisted foreclosed long-term schedule accommodations. Wal-Mart.Br.40; *see EEOC v. Dolgencorp, LLC*, 277 F. Supp. 3d 932, 957 (E.D. Tenn. 2017) ("lack of evidence that defendant has implemented any additional policies or procedures to prevent future ADA violations" supported injunction), *aff'd on other grounds*, 899 F.3d 428 (6th Cir. 2018).

Nor, EEOC explained, had Wal-Mart ever claimed it suffered any injury to its public image stemming from the verdict. EEOC.Br.42. In response, Wal-Mart cites a news article discussing the verdict but still makes no assertion that such publicity impacted the company or spurred remedial measures of any kind. Wal-Mart.Br.40. Wal-Mart also offers no response to EEOC's argument that the court's reliance on the "$125 million award in punitive damages," SA.11, failed to account for the award's reduction to $150,000. EEOC.Br.42; *see EEOC v. Drivers Mgmt., LLC*, 142 F.4th 1122, 1139 (8th Cir. 2025) (finding that an injunction might "actually

deter" the employer, in contrast to jury award that damages cap reduced by over 99%).

B. Wal-Mart's alternative account of the district court's decision is unpersuasive.

Wal-Mart contends that the district court relied not on considerations this Court rejected but instead on "record-based reasons" comparable to those accepted in *Wal-Mart Stores*, 2020 WL 1527324. *See* Wal-Mart.Br.22-30. This is unpersuasive. Each of the three "record-based" reasons Wal-Mart cites has been rejected by this Court or otherwise lacks evidentiary support. And the considerations motivating denial of injunctive relief in *Wal-Mart Stores* are absent in this case, given the evidence here that Wal-Mart managers at every level of the corporate hierarchy endorsed the violations.

1. The three "record-based" reasons Wal-Mart offers to defend the district court's decision are unavailing.

a. Lack of similar violations

The first "record-based reason[]" Wal-Mart cites is the district court's finding of "'no recurrence of the conduct at issue' in the 'three years since the jury's verdict.'" Wal-Mart.Br.25 (quoting SA.5). This finding cannot be characterized as "record-based." The district court cited only Wal-Mart's brief for that assertion, SA.5, which itself lacked any citation to the record.

EEOC.App.179. Wal-Mart identifies no actual record evidence that supports this finding. *Supra* p.15.

Wal-Mart next says the court found permanent-schedule-accommodation requests to be "very unusual, making this case an isolated outlier that is unlikely to recur." Wal-Mart.Br.25. But the court never suggested such accommodation requests are unusual, and no evidence supports that claim.

Finally, Wal-Mart says the court relied on the lack of similar "discrimination complaints" from other Manitowoc store associates. Wal-Mart.Br.25. For support, Wal-Mart again cites Abitz's testimony that he never *terminated* other associates with disabilities, Wal-Mart.Br.25 (citing EEOC.App.82-83), but this says nothing about whether associates have made discrimination complaints related to *accommodation denials*. *Supra* p.14.

b. Wal-Mart's formal policies

Wal-Mart next claims that the district court "appropriately concluded that Walmart's robust antidiscrimination and accommodations policies" suggest that "the conduct at issue here 'is unlikely to recur.'" Wal-Mart.Br.26 (quoting *Wal-Mart Stores E.*, 113 F.4th at 793). Wal-Mart cites

this Court's decision for that proposition, but this Court *rejected* the notion that Wal-Mart's formal policies made future violations less likely. *Supra* pp.7-11. Thus, the district court did not "properly rest[]" its decision on this ground. Wal-Mart.Br.25.

c. The ADA's purposes

Wal-Mart next claims that the district court "properly determined" that injunctive relief "would not advance the purposes of the ADA … given the nature of the conduct found by the jury to violate the ADA here." Wal-Mart.Br.27 (internal quotation marks omitted). But the district court made no such determination. While the court did note that an injunction must serve the ADA's purposes, SA.4, it never said the relief requested here would not do so.

True, the district court concluded that Wal-Mart's "actions were not taken with animosity." Wal-Mart.Br.27 (quoting SA.6). As explained above, however, this Court already rejected the notion that any lack of animosity rendered the violations here isolated or unlikely to recur. *Supra* pp.11-12. Indeed, an accommodation denial need not stem from animus to offend the ADA's core purposes. Where, as here, an employer refuses to even "entertain the possibility of a long-term schedule accommodation," *Wal-*

Mart Stores E., 113 F.4th at 792, it undercuts the ADA's reasonable-accommodation mandate, even absent discriminatory animus. *See Peebles v. Potter*, 354 F.3d 761, 767 (8th Cir. 2004) (for a failure-to-accommodate claim, it is the "fail[ure] to abide by a legally imposed duty" to provide needed accommodations, and "not the employer's discriminatory intent … that matters").

Wal-Mart also argues that "the nature of the conduct found by the jury" here does not warrant injunctive relief because Wal-Mart's managers simply "had not understood Ms. Spaeth as requesting an accommodation because of her disability." Wal-Mart.Br.27-28. That claim flatly contradicts the jury's verdict and this Court's findings. The jury found that Wal-Mart knew Spaeth needed an accommodation due to her disability, EEOC.App.140, and this Court upheld that finding as supported by "ample evidence." *Wal-Mart Stores E.*, 113 F.4th at 788-89. This defeats Wal-Mart's claim that it simply made an innocent mistake undeserving of injunctive relief.

2. This case is distinguishable from *Wal-Mart Stores*.

Wal-Mart next compares the district court's decision to the denial of injunctive relief in *Wal-Mart Stores*, 2020 WL 1527324. *See* Wal-Mart.Br.23-

24. But the considerations the district court cited in denying injunctive relief in that case are not present here. In *Wal-Mart Stores*, the district court emphasized that only "two individual managers" (one of whom no longer worked for the company) "did not follow Walmart's procedures," with no evidence of a "widespread" failure to do so. *Id.* at *6-7. Here, in contrast, Wal-Mart's management at every level of its corporate hierarchy, from the store level to the national level, endorsed the relevant violations as consistent with Wal-Mart's policies. EEOC.Br.29-30. These managers "are still working for Wal-Mart," increasing the risk of future violations. *Wal-Mart Stores E.*, 113 F.4th at 792.

II. The district court abused its discretion in rejecting EEOC's individual injunctive requests as overly broad, unduly burdensome, or unnecessary.

A. Requests 1 and 3: Enjoining Wal-Mart from committing similar ADA violations in the future.

1. Obey-the-law relief is neither impermissible nor inherently disfavored.

Wal-Mart contends that the district court appropriately denied Requests 1 and 3 as "impermissible obey-the-law injunction[s]." Wal-Mart.Br.42, 46. But that claim of impermissibility contravenes this Court's case law, which embraces obey-the-law injunctions as "proper relief" that

"prevent[s] the defendant from repeating his violation in slightly different form." *Power v. Summers*, 226 F.3d 815, 819 (7th Cir. 2000); *see NLRB v. Neises Constr. Corp.*, 62 F.4th 1040, 1053-54 (7th Cir. 2023) (enforcing obey-the-law injunction); *AutoZone*, 707 F.3d at 841-44 (upholding region-wide obey-the-law injunction nearly identical to Request 3 here).

Nor does this Court's case law "disfavor[]" obey-the-law relief, as Wal-Mart asserts. Wal-Mart.Br.43, 46. Wal-Mart claims that *AutoZone* held that obey-the-law injunctions necessarily "raise 'several concerns' of 'overbreadth and vagueness' because they are not 'tailored to the particulars of the case.'" Wal-Mart.Br.41 (quoting *AutoZone*, 707 F.3d at 841-43). This misreads *AutoZone*, which said not that obey-the-law relief is *never* "tailored to the particulars of the case," but instead that this Court *once* vacated an insufficiently tailored individual obey-the-law injunction. 707 F.3d at 843. Nor did *AutoZone* say that obey-the-law relief *inherently* raises overbreadth and vagueness concerns. Those concerns only arise where the injunction "prohibit[s] … more than the violation established in the litigation or similar conduct reasonably related to the violation" (making it overbroad) or fails to "describe in reasonable detail the act or

acts restrained or required" (making it impermissibly vague). *Id.* at 841-42 (citation modified).

Wal-Mart does not argue that Requests 1 and 3 are vague but does contend they are overbroad because they are not precisely identical to the violations here and extend beyond the Manitowoc store. Wal-Mart.Br.43-44. But this Court has never required exact identity between the violation and enjoined conduct to avoid overbreadth concerns. Instead, the prohibition must simply be "reasonably related to the [relevant] violation." *AutoZone*, 707 F.3d at 841; *see NLRB v. Express Publ'g Co.*, 312 U.S. 426, 437 (1941) (inappropriate to enjoin violations that bear no "resemblance to" those established in litigation). The requested relief easily meets that standard: Request 3 is limited to the specific category of ADA violation found by the jury (denial of a reasonable accommodation, rather than other ADA violations like discriminatory hiring or firing) and Request 1 focuses even more narrowly on the precise obligation to provide permanent accommodations that Wal-Mart's senior managers disavowed. Although Wal-Mart quibbles that Request 1 is not limited to denials of *schedule* accommodations, Wal-Mart.Br.43, this hardly means it bears no

"resemblance to" Wal-Mart's unlawful conduct here. *Cf. Express Publ'g Co.*, 312 U.S. at 437.

Nor does the geographic scope of Requests 1 and 3 render them overbroad. An injunction is not overbroad where it is tailored to the geographic area where the unlawful conduct is likely to recur. *See AutoZone*, 707 F.3d at 844 (regional scope of injunction appropriate because "AutoZone's problem was not limited to just [a single] store"); *Dolgencorp*, 277 F. Supp. 3d at 959 (regional injunction appropriate based on "evidence that ADA violations will recur beyond the [relevant] store"). Here, the company-wide relief Request 1 seeks is appropriate because Wal-Mart's conduct stemmed partly from "the *company-wide* directive … that the computer-generated schedules not be modified except for business reasons." *Wal-Mart Stores E.*, 113 F.4th at 792 (emphasis added). And the violations here were endorsed at the *company* level, with an ethics manager at Wal-Mart's national headquarters ratifying Spaeth's termination. EEOC.App.52-53, 121. Moreover, given that Wal-Mart touts the centralized guidance and decision-making offered by its company-wide Accommodations Service Center, Wal-Mart.Br.27, company-wide injunctive relief would promote uniformity and ease of implementation.

The region-wide relief sought by Request 3 is also warranted because Spude—who oversees all of Region 53—endorsed the violations here and continues to insist that permanent schedule accommodations are impermissible. EEOC.App.88-89, 101-05. Because "the violation[s] occurred with the knowledge of management and HR persons well above the store level," injunctive relief beyond the Manitowoc store is not overbroad. *EEOC v. AutoZone, Inc.*, 822 F. Supp. 2d 824, 841 (C.D. Ill. 2011), *aff'd in relevant part*, 707 F.3d 824 (7th Cir. 2013); *see Dolgencorp*, 277 F. Supp. 3d at 959 ("injunction with a geographic scope that is tethered to the authority of the [responsible] decision makers" is not overbroad).

2. The district court failed adequately to explain why obey-the-law relief was unwarranted.

Wal-Mart is also incorrect that "the District Court clearly supplied its reasoning" for denying obey-the-law relief. Wal-Mart.Br.44. As EEOC explained, EEOC.Br.48-49, obey-the-law measures are appropriate "where the evidence suggests that the proven illegal conduct may be resumed," such as where the "supervisors responsible for the illegal conduct remain at the company" or where "the employer has taken some particular action … that convinces the court that voluntary compliance with the law will not

be forthcoming." *AutoZone*, 707 F.3d at 842-43. Here, as this Court recognized, the responsible "managers are still working for Wal-Mart" and continued to insist at trial that "the company's policies d[o] not permit long-term schedule modifications," which "certainly presents the possibility" that future accommodation denials will occur. *Wal-Mart Stores E.*, 113 F.4th at 785, 792-93.

The district court did not grapple with these considerations. Despite recognizing the continued employment of the relevant supervisors, the court nonetheless stated without explanation that "there is no evidence suggesting that the proven illegal conduct might be resumed." SA.8. Wal-Mart merely recites this same conclusory assertion without explaining how it accords with the trial evidence or this Court's case law. Wal-Mart.Br.44.

3. Wal-Mart's arguments about the burden of supervision and monitoring are unpersuasive.

Wal-Mart next argues that the potential risk of the district court having to adjudicate contempt proceedings for violations of the injunction renders Requests 1 and 3 inappropriate. Wal-Mart.Br.44-45. The cases Wal-Mart cites do not support this proposition. In *AutoZone*, this Court *upheld* a region-wide obey-the-law injunction nearly identical to Request 3, 707 F.3d

at 841-44, without expressing any concerns about the specter of "overwhelming supervision and monitoring responsibilities" Wal-Mart invokes here, Wal-Mart.Br.44. And *Walgreen Co. v. Sara Creek Property Co., B.V.*, 966 F.2d 273 (7th Cir. 1992), also *approved* injunctive relief after finding "the costs of judicial supervision and enforcement" to be "negligible." *Id.* at 278. Neither case suggests the supervision and monitoring costs associated with obey-the-law relief are intolerably high. And those costs should not arise in the first instance "so long as [Wal-Mart] complies with federal law" in addressing accommodation requests. *Drivers Mgmt.,* 142 F.4th at 1138-39. Indeed, injunctions serve primarily to deter future violations, *see EEOC v. Massey Yardley Chrysler Plymouth, Inc.*, 117 F.3d 1244, 1253 (11th Cir. 1997), and should not lead to contempt proceedings if the employer complies with the injunction's terms. *See* R.304 (indicating that no contempt proceedings were filed during the three years where similar obey-the-law relief was in effect in *AutoZone*).

B. Request 2: Clarification of company policies regarding recurring, long-term, or permanent accommodations.

As EEOC's opening brief detailed, EEOC.Br.51-52, the district court failed to explain why clarifying that Wal-Mart's policies permit long-term

schedule accommodations would be "redundant" or "[un]necessary." SA.9. The court reasoned that Wal-Mart's policies already "identify modified work schedules as a reasonable accommodation," SA.9, but, as noted above, the one policy addressing accommodations is silent regarding *long-term* schedule accommodations, and Wal-Mart managers read that silence as foreclosing such accommodations. *Supra* pp.8-9.

Wal-Mart counters that it "has made clear 'that its disability policies allow for long-term schedule accommodations.'" Wal-Mart.Br.45 (quoting *Wal-Mart Stores E.*, 113 F.4th at 792-93). That assertion—and Wal-Mart's reliance on this Court's decision—are misleading. This Court merely said that Wal-Mart "now concedes" the permissibility of long-term schedule accommodations for purposes of this litigation; this Court did not find (and Wal-Mart has not asserted) that the company ever clarified this stance to its own managers. *Wal-Mart Stores E.*, 113 F.4th at 792. Indeed, while Wal-Mart appears to agree that its managers "misunderstood that Walmart's policies contemplated permanent fixed schedules as an accommodation," Wal-Mart.Br.45, it continues steadfastly to resist any efforts to correct this misunderstanding.

C. Request 4: Providing notice of verdict and injunction.

EEOC explained that Request 4 was not redundant to Wal-Mart's existing "post[ing] [of] its antidiscrimination and accommodation policies," SA.9, because EEOC sought a posting specifically about the verdict and injunction here. EEOC.Br.52-53. Wal-Mart responds by accusing EEOC of "simply repeating" Request 4's terms, Wal-Mart.Br.47, but EEOC quoted that language to explain how Request 4 differs from Wal-Mart's existing practices.

In addition, EEOC's opening brief, EEOC.Br.53, highlighted this Court's observation that Request 4 "relate[s] specifically to the type of misconduct that Wal-Mart committed in this case and [is] aimed at preventing a recurrence." *Wal-Mart Stores E.*, 113 F.4th at 792. And EEOC explained that similar provisions routinely appear in injunctions approved by this and other courts. EEOC.Br.53. Wal-Mart does not counter either argument.

D. Request 5: Reporting to EEOC on responses to reasonable-accommodation requests.

EEOC's opening brief explained that the district court, in rejecting this provision, imported the more stringent standard applicable to obey-

the-law injunctions and dismissed it as "overly broad" and "unduly burdensome," SA.10, without further explanation. EEOC.Br.53-55.

In response, Wal-Mart acknowledges that the district court relied on "language from obey-the-law injunction cases" and attempts to supply the court's reasoning about overbreadth and burden by noting that the injunction extends beyond the Manitowoc store. Wal-Mart.Br.48. But, as explained above, the regional scope of this provision is appropriately tailored to the region under Spude's purview. *Supra* p.27.

EEOC also explained, EEOC.Br.54-55, that this Court has routinely approved similar reporting provisions—including those extending regionally—without raising concerns about breadth or burden. *AutoZone*, 707 F.3d at 841-44 (affirming nearly identical region-wide reporting provision); *EEOC v. Ilona of Hungary, Inc.*, 108 F.3d 1569, 1578-79 (7th Cir. 1997) (approving similar reporting provision regarding religious-accommodation requests). Wal-Mart offers no response.

E. Request 6: Training regarding schedule accommodations.

As EEOC's opening brief described, EEOC.Br.55-56, the district court failed to explain why EEOC's requested training was redundant to Wal-Mart's existing trainings. SA.9-10. The district court cited no evidence that

Wal-Mart's existing trainings cover the topics encompassed by Request 6: the obligations to provide schedule accommodations and to refrain from denying accommodations at the store level. Nor does Wal-Mart offer such evidence in its response.[5] Instead, it complains again that EEOC merely "reiterat[ed] Request 6's own terms," Wal-Mart.Br.49, ignoring that EEOC did so precisely to explain how Request 6 differs from the company's existing training.

EEOC also highlighted this Court's observation that Request 6 "relate[s] specifically to the type of misconduct that Wal-Mart committed in this case and [is] aimed at preventing a recurrence." *Wal-Mart Stores E.*, 113 F.4th at 792; EEOC.Br.56-57. And EEOC argued that Wal-Mart's existing training was insufficient to dispel managers of their firmly held belief that long-term schedule accommodations are impermissible. EEOC.Br.56. Wal-Mart does not respond to either argument.

[5] Wal-Mart claims to have robust "accommodation training," but cites no training discussing permanent schedule accommodations. Wal-Mart.Br.26-27 (citing Wal-Mart.Supp.App.76-77 (testimony referring generally to "training on discrimination policies and disability policies"); Wal-Mart.Supp.App.143-45, 149-52 (similar); Wal-Mart.Supp.App.179-202 (ADA training addressing accommodations generally but not permanent schedule accommodations)).

F. Request 7: Accountability for non-compliance with EEO policies.

EEOC's opening brief explained that the district court lumped Request 7 together with Request 5 and rejected it based on the same conclusory assertions about overbreadth, burden, and improbability of recurrence. EEOC.Br.57. Wal-Mart responds by reiterating its arguments concerning Request 5, Wal-Mart.Br.49-50, which are unpersuasive for the reasons explained above. *Supra* p.32.

G. Request 8: Non-interference with the injunction.

The district court rejected this request on the sole basis that it was "unnecessary" because the court was "not granting any of the [requested] injunctive relief." SA.10. EEOC's opening brief argued that injunctive relief was warranted and that this provision would aid that relief by preventing frustration of the injunction's other provisions. EEOC.Br.58. Wal-Mart responds that injunctive relief is unwarranted.[6] Wal-Mart.Br.50. The

[6] Wal-Mart also suggests this provision is not sufficiently linked to the violations here because it addresses retaliation. Wal-Mart.Br.50. But Request 8 does not seek a broad injunction barring retaliation generally; instead, it is limited to retaliatory conduct that would frustrate other provisions of the injunction.

propriety of this provision, then, should turn on whether other injunctive relief is granted.

III. This Court should remand with instructions to enter injunctive relief.

EEOC's opening brief argued that this Court should remand with instructions to enter injunctive relief—rather than remanding for the district court to consider for a third time whether such relief is appropriate—because this Court had already found that Wal-Mart's illegal conduct could persist and because the district court already had the opportunity to reconsider the propriety of injunctive relief and simply repeated reasoning this Court already rejected. EEOC.Br.58-59.

Wal-Mart objects that this approach would "strip[] the District Court of its authority to determine as an initial matter whether any relief should issue." Wal-Mart.Br.52 (internal quotation marks omitted). But the district court has twice had that opportunity: the first time it committed certain "oversight[s]," *Wal-Mart Stores E.*, 113 F.4th at 792, and the second time it failed to correct them even "with the benefit of this Court's guidance."[7]

[7] Contrary to Wal-Mart's assertion, there is nothing "disrespectful" about arguing that the district court failed to correct these analytical flaws. Wal-Mart.Br.52. Litigants aid

Wal-Mart.Br.51; *supra* pp.3-16. Under these circumstances, it is unnecessary and inefficient to give the district court a third opportunity to consider the propriety of injunctive relief. *See Delgado v. U.S. Dep't of Just.*, 979 F.3d 550, 557, 561-62 (7th Cir. 2020) (remand for reconsideration would be inefficient where court of appeals had already once remanded and judge "repeated her earlier and erroneous analysis").

Moreover, this approach would not necessarily strip the district court of discretion to determine the "proper scope" of the relevant relief, as Wal-Mart asserts. Wal-Mart.Br.51 (citation omitted). Instead, upon a finding that unlawful conduct could possibly persist, courts of appeals routinely find that *some* injunctive relief is necessary but leave the precise contours of that relief to the district court's discretion. For example, in *EEOC v. KarenKim, Inc.*, 698 F.3d 92 (2d Cir. 2012), the Second Circuit specified certain minimum injunctive provisions necessary to prevent recurrence of future violations but left the remainder of the injunction "to the district court's sound discretion." *Id.* at 101. In *Bruso*, too, this Court found

---

this Court in its reviewing role by identifying perceived district court errors or oversights. This exhibits an abiding respect for the judicial process, not disrespect for the district court.

injunctive relief necessary to protect against possible retaliation but remanded only with instructions for "the district court to enter an appropriate injunction."[8] 239 F.3d at 864-65. This Court need not write the injunction for the district court, but it should at minimum make clear that *some* injunctive relief is necessary to prevent recurrence of the unlawful conduct here.

CONCLUSION

For the foregoing reasons, this Court should reverse the denial of injunctive relief and remand with instructions to enter an appropriate injunction.

[8] Wal-Mart claims, Wal-Mart.Br.52, that this Court's statement that the evidence here "certainly presents the possibility" of future accommodation denials, *Wal-Mart Stores E.*, 113 F.4th at 792-93, is not equivalent to finding that the prerequisite for injunctive relief is met. But this "possibility" of future violations is the precise prerequisite for injunctive relief this Court has articulated. *Id.* at 791 ("[Injunctive] relief is warranted if it appears that 'the employer's discriminatory conduct could possibly persist in the future.'" (quoting *Bruso*, 239 F.3d at 864)). Wal-Mart's claim that *Bruso* and *KarenKim* turned on a greater danger of future violations, Wal-Mart.Br.52-53, is unpersuasive. *Compare Wal-Mart Stores E.*, 113 F.4th at 792-93 (evidence "certainly presents the possibility" of future violations), *with Bruso*, 239 F.3d at 864-65 (injunction warranted because "it is possible that [the employer] could retaliate in the future"), *and KarenKim*, 698 F.3d at 100 (injunction necessary due to "cognizable danger" of "recurrent violations" (citation modified)).

Respectfully submitted,

ANDREW B. ROGERS
Acting General Counsel

JENNIFER S. GOLDSTEIN
Associate General Counsel

JEREMY D. HOROWITZ
Acting Assistant General Counsel

s/Chelsea C. Sharon
CHELSEA C. SHARON
Attorney
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
Office of General Counsel
131 M St. N.E., 5th Floor
Washington, D.C. 20507
(202) 921-2889
chelsea.sharon@eeoc.gov

CERTIFICATE OF COMPLIANCE

This brief complies with the type-volume limit of Federal Rule of Appellate Procedure 32(a)(7)(B) and Seventh Circuit Rule 32(c) because it contains 6,994 words, excluding the parts of the brief exempted by Federal Rule of Appellate Procedure 32(f). This brief also complies with the typeface and type-style requirements of Federal Rule of Appellate Procedure 32(a)(5)-(6) and Seventh Circuit Rule 32(b) because it was prepared using Microsoft Word for Office 365 ProPlus in Book Antiqua, a proportionally spaced typeface, in 14-point font in the body of the brief and 12-point font in the footnotes.

s/ Chelsea C. Sharon
Chelsea C. Sharon
Attorney
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
Office of General Counsel
131 M St. N.E., 5th Floor
Washington, D.C. 20507
(202) 921-2889
chelsea.sharon@eeoc.gov

Dated: September 29, 2025

CERTIFICATE OF SERVICE

On September 29, 2025, I filed the foregoing brief with the Clerk of the Court by using the CM/ECF system. Participants in the case are registered CM/ECF users, and service will be accomplished by the CM/ECF system.

s/ Chelsea C. Sharon
Chelsea C. Sharon
Attorney
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
Office of General Counsel
131 M St. N.E., 5th Floor
Washington, D.C. 20507
(202) 921-2889
chelsea.sharon@eeoc.gov