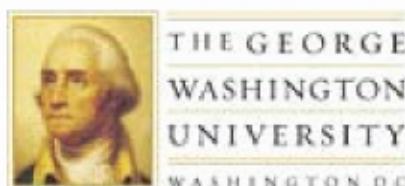


The Burger Court Opinion Writing Database

Occidental Life Insurance Co. of California v. EEOC

432 U.S. 355 (1977)

Paul J. Wahlbeck, George Washington University
James F. Spriggs, II, Washington University in St. Louis
Forrest Maltzman, George Washington University



Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
THE CHIEF JUSTICE

June 13, 1977

Re: 76-99 - Occidental Life Ins. Co.
of California v. EEOC

Dear Bill:

Please show me joining in your dissent.

Regards,

WRB

Mr. Justice Rehnquist

Copies to the Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE WM. J. BRENNAN, JR.

May 26, 1977

RE: No. 76-99 Occidental Life Ins. Co. v. EEOC

Dear Potter:

I agree.

Sincerely,



Mr. Justice Stewart

cc: The Conference

✓
PS
Please give me
you

To: The Chief Justice
Mr. Justice Brennan
Mr. Justice White
Mr. Justice Marshall
Mr. Justice Blackmun
Mr. Justice Powell
Mr. Justice Rehnquist
Mr. Justice Stevens

From: Mr. Justice Stewart

Circulated:

2nd DRAFT

Recirculated:

SUPREME COURT OF THE UNITED STATES

No. 76-99

Occidental Life Insurance Company
of California, Petitioner,
v.
Equal Employment Opportunity
Commission. } On Writ of Certiorari
to the United States
Court of Appeals for
the Ninth Circuit.

[May —, 1977]

MR. JUSTICE STEWART delivered the opinion of the Court.

In 1972 Congress amended Title VII of the Civil Rights Act of 1964 so as to empower the Equal Employment Opportunity Commission to bring suit in a federal district court against a private employer alleged to have violated the Act. The sole question presented by this case is what time limitation, if any, is imposed on the EEOC's power to bring such a suit.

1

On December 27, 1970, an employee of the petitioner Occidental Life Insurance Company filed a charge with the EEOC claiming that the company had discriminated against her because of her sex.¹ After a fruitless referral to the appropriate state agency, the charge was formally filed with the EEOC on March 9, 1971,² and subsequently served on the company. After investigation, the EEOC served proposed findings of fact on the company on February 25, 1972,

¹ The charge specified that the most recent act of discrimination was on October 1, 1970.

² Civil Rights Act of 1964 § 706 (b), (d), 78 Stat. 253 (1964); *Love v. Pullman Co.*, 404 U. S. 522.

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE BYRON R. WHITE

May 26, 1977

Re: 76-99 - Occidental Life Ins. Co. v. Equal
Employment Opportunity Commn

Dear Potter:

Please join me.

Sincerely,



Mr. Justice Stewart

Copies to Conference

Supreme Court of the United States

Washington, D. C. 20543

CHAMBERS OF
JUSTICE THURGOOD MARSHALL

May 26, 1977

Re: No. 76-99 - Occidental Life Ins. Co. v. EEOC

Dear Potter:

Please join me.

Sincerely,



T. M.

Mr. Justice Stewart

cc: The Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE HARRY A. BLACKMUN

June 1, 1977

Re: No. 76-99 - Occidental Life Ins. Co. v. EEOC

Dear Potter:

For the moment, I am awaiting Bill Rehnquist's partial dissent.

Sincerely,

Harold

Mr. Justice Stewart

cc: The Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE HARRY A. BLACKMUN

June 10, 1977

Re: No. 76-99 - Occidental Life Insurance Co.
v. EEOC

Dear Potter:

Please join me.

This, for me, is a bothersome case, but I suppose one answer is that the Congress can remedy the situation if it is so inclined.

Sincerely,

HAB

Mr. Justice Stewart

cc: The Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE LEWIS F. POWELL, JR.

May 26, 1977

No. 76-99 Occidental Life v. EEOC

Dear Potter:

Please join me.

Sincerely,

Lewis

Mr. Justice Stewart

lfp/ss

cc: The Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE WILLIAM H. REHNQUIST

May 26, 1977

Re: No. 76-99 - Occidental Life Insurance Co. v. EEOC

Dear Potter:

In due course, I shall circulate an opinion dissenting from Part III of your proposed opinion in this case.

Sincerely,

Mr. Justice Stewart

Copies to the Conference

To: The Chief Justice
Mr. Justice Brennan
Mr. Justice Stewart
Mr. Justice White
Mr. Justice Marshall
Mr. Justice Blackmun
Mr. Justice Powell
Mr. Justice Stevens

PROJ. MR. VINTAGE REHMAN

CANTERBURY 228 1977

1st DRAFT

SUPREME COURT OF THE UNITED STATES

No. 76-99

Occidental Life Insurance Company
of California, Petitioner,
v.
Equal Employment Opportunity
Commission. } On Writ of Certiorari
to the United States
Court of Appeals for
the Ninth Circuit.

[June —, 1977]

MR. JUSTICE REHNQUIST, dissenting.

While I agree with Part II of the Court's opinion, holding that § 706 (f)(1), 42 U. S. C. § 2000e-5 (f)(1) (Supp. V), does not impose a limitation on the power of the EEOC to file suit in a federal court, I do not agree with the Court's conclusion in Part III that the EEOC is not bound by any limitations period at all. The Court's action, and the reasons which it assigns for them, suggest that it is more concerned with limitlessly expanding the important underlying statutory policy than it is with considerations traditionally dealt with by judges. Since I believe that a consistent line of opinions from this Court holding that, in the absence of a federal limitations period, the applicable state limitations period will apply, is being ignored by a process of unwarranted judicial legislation, I would reverse the judgement of the Court of Appeals in this case.

1

Since I agree with the Court that the Act contains no limitation on the time during which an enforcement suit may be brought by the EEOC, I also agree with it that the relevant inquiry is whether the most analogous state statute of limitations applies. Unless the United States is suing in its sovereign capacity, a matter which I treat below, the answer

3P 1,2,6

To: The Chief Justice
 Mr. Justice Brennan
 Mr. Justice Stewart
 Mr. Justice White
 Mr. Justice Marshall
 Mr. Justice Black
 Mr. Justice Powell
 Mr. Justice Rehnquist

From: [Redacted]

CC: [Redacted]

2nd DRAFT

JUN 13 1977

Rehnquist

SUPREME COURT OF THE UNITED STATES

—
 No. 76-99
 —

Occidental Life Insurance Company
 of California, Petitioner,
 v.
 Equal Employment Opportunity
 Commission. } On Writ of Certiorari
 to the United States
 Court of Appeals for
 the Ninth Circuit.

[June —, 1977]

with whom the Chief Justice joins
 MR. JUSTICE REHNQUIST, dissenting.

While I agree with Part II of the Court's opinion, holding that § 706 (f)(1), 42 U. S. C. § 2000e-5 (f)(1) (Supp. V), does not impose a limitation on the power of the EEOC to file suit in a federal court, I do not agree with the Court's conclusion in Part III that the EEOC is not bound by any limitations period at all. The Court's action, and the reasons which it assigns for them, suggest that it is more concerned with limitlessly expanding the important underlying statutory policy than it is with considerations traditionally dealt with by judges. Since I believe that a consistent line of opinions from this Court holding that, in the absence of a federal limitations period, the applicable state limitations period will apply, is being ignored by a process of unwarranted judicial legislation, I would reverse the judgement of the Court of Appeals in this case.

I

Since I agree with the Court that the Act contains no limitation on the time during which an enforcement suit may be brought by the EEOC, I also agree with it that the relevant inquiry is whether the most analogous state statute of limitations applies. Unless the United States is suing in its

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE JOHN PAUL STEVENS

✓

May 25, 1977

RE: 76-99 Occidental Life Insurance Company of California
v. Equal Employment Opportunity Commission

Dear Potter:

Please join me.

Respectfully,



Mr. Justice Stewart

Copies to the Conference