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

# SUPREME COURT OF THE UNITED STATES

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## BARNHART, COMMISSIONER OF SOCIAL SECURITY *v.* SIGMON COAL CO., INC., ET AL.

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

No. 00–1307. Argued November 7, 2001—Decided February 19, 2002

The Coal Industry Retiree Health Benefit Act of 1992 (Coal Act or Act) restructured the system for providing private health care benefits to coal industry retirees. The Act merged the 1950 and 1974 Benefit Plans—which were created pursuant to collective-bargaining agreements between the United Mine Workers of America (UMWA) and coal operators—into a new multiemployer plan called the UMWA Combined Benefit Fund (Combined Fund). See 26 U. S. C. §9702(a). That fund is financed by annual premiums assessed against "signatory coal operators," *i.e.,* those who signed any agreement requiring contributions to the 1950 or 1974 Benefits Plans. Where the signatory is no longer in business, the Act assigns liability for beneficiaries to a defined group of "related persons." See §§9706(a), 9701(c)(2), (7). The Act charges the Commissioner of Social Security with assigning each eligible beneficiary to a signatory operator or its related persons, §9706(a); identifies specific categories of signatory operators (and their related persons) and requires the Commissioner to assign beneficiaries among these categories in a particular order, *ibid.;* and ensures that if a beneficiary remains unassigned because no existing company falls within the categories, benefits will be financed by the Combined Fund, see §§9704(a), (d), 9705(b). Shortly after respondent Jericol Mining Co. (Jericol) was formed in 1973 as Irdell Mining, Inc., Irdell and another company purchased the coal mining operating assets of Shackleford Coal Co., which was a signatory to a coal wage agreement while it was in business. Among other things, they assumed responsibility for Shackleford's collective-bargaining agreement with the UMWA. There was no common ownership between Irdell and Shackleford. Irdell subsequently changed its name, oper-

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ating as the Shackleford Coal Co. until 1977, when it again changed its name to Jericol. Between 1993 and 1997, the Commissioner assigned premium responsibility for 86 retired miners to Jericol under §9706(a)(3), determining that as a "successor" or "successor in interest" to the original Shackleford, Jericol qualified as a "related person" to Shackleford. All of these retirees had worked for Shackleford, but none of them had actually worked for Jericol. Jericol and respondent Sigmon Coal Company, Inc., a person related to Jericol under §9701(c)(2), filed suit against the Commissioner. The District Court granted them summary judgment, concluding that the Act's classification regime does not provide for the liability of successors of defunct signatory operators. In affirming, the Fourth Circuit concluded that the Act was clear and unambiguous and that the court was bound to read it exactly as it was written, and held, *inter alia*, that Jericol was not a "related person" to Shackleford and thus could not be held responsible for Shackleford's miners.

*Held:* The Coal Act does not permit the Commissioner to assign retired miners to the successors in interest of out-of-business signatory operators. Pp. 10–22.

1. Because the Act is explicit as to who may be assigned liability for beneficiaries and neither the "related persons" provision nor any other provision states that successors in interest to these signatory operators may be assigned liability, the Act's plain language necessarily precludes the Commissioner from assigning the disputed miners to Jericol. Where, as here, the statutory language is unambiguous, the inquiry ceases. See, *e.g., United States* v. *Ron Pair Enterprises, Inc.,* 489 U. S. 235, 240. Since the retirees at issue were Shackelford employees, the "signatory operator" that sold its assets to Jericol (then-Irdell) in 1973, the Commissioner can only assign the beneficiaries to Jericol if it is a "related person" to Shackleford under §9706(a). Section 9701(c)(2) states that "[a] person shall be considered to be a related person to a signatory operator if that person is—" "(i) a member of the controlled group of corporations . . . which includes [the] signatory operator"; "(ii) a trade or business . . . under common control . . . with such signatory operator"; or "(iii) any other person who [has] a partnership interest or joint venture with a signatory operator" with some exceptions. A related person also includes "a successor in interest of any person described in clause (i), (ii), or (iii)." There is no contention that Jericol was ever a member of a controlled group of corporations including Shackleford, that it was ever a business under common control with Shackleford, or that it ever had a partnership interest or engaged in a joint venture with Shackleford. Therefore, liability for these beneficiaries may attach to Jericol only if it is a successor in interest to an entity described in

§§9701(c)(2)(A)(i)–(iii). Because Jericol is a successor in interest only to Shackleford, Jericol will be liable only if a signatory operator itself, here Shackleford, falls within one of these categories. None of the three categories, however, includes the signatory operator itself. Nor should such inclusion be inferred, since it is a general principle of statutory construction that when one statutory section includes particular language that is omitted in another section of the same Act, it is presumed that Congress acted intentionally and purposely. *E.g., Russello* v. *United States,* 464 U. S. 16, 23. Where Congress wanted to provide for successor liability in the Coal Act, it did so explicitly, as demonstrated by §§9706(b)(2) and 9711(g)(1). If Congress had meant to make a preenactment successor in interest like Jericol liable, it could have done so clearly and explicitly. Pp. 10–14.

2. The Court rejects the Commissioner's arguments that, in light of the Coal Act's text, structure, and purposes, a direct successor in interest of the entity that was the signatory operator *is* included within the liability scheme and *should* be responsible for that operator's Combined Fund premiums if the operator is defunct and there is no other "related person" still in business. Pp. 14–22.

(a) The Act's text supports neither of two readings proposed by the Commissioner. First, the Commissioner argues that, because §9701(c)(2)(A)'s last sentence states that "related person" "include[s]" a successor in interest of "any person described in clause (i), (ii), or (iii)," and because these clauses mention the "signatory operator" itself, that operator is "described" in clause (i) by virtue of the express reference. It is unlikely that Congress, which neither created a separate category for signatory operators nor included signatory operators within the categories, intended to attach liability to a group such as successors in interest to signatory operators through a general clause that was meant to reach persons "described" in one of three explicit categories. Second, the Commissioner argues that, because a signatory operator is necessarily a member of a controlled group of corporations that includes itself under §9701(c)(2)(A)(i), a "successor in interest" of a member of that group includes a successor in interest of the signatory operator. Section 9701(c)(2)(A)(i), however, cannot be divorced from the clause that begins the related persons provision: "A person shall be considered to be *a related person to* a signatory operator if that person is—." §9701(c)(2)(A) (emphasis added). Because it makes little sense for a signatory operator to be related to itself, the statute necessarily implies that a "related person" is a separate entity from a signatory operator. Moreover, the Commissioner's argument only works where the signatory operator is actually part of a "controlled group of corporations." The argument has no force here, in any event, because the Commissioner does not contend that

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Shackleford was part of such a group. Pp. 14–16.

(b) The floor statements of two Senators who sponsored the Coal Act, which the Commissioner alleges support her position, cannot amend the unambiguous language of the statute. There is no reason to give greater weight to a Senator's floor statement than to the collective votes of both Houses, which are memorialized in the unambiguous statutory text. Pp. 16–17.

(c) Also unavailing is the Commissioner's argument that construing the "related person" provision to exclude a signatory's direct successor in interest would be contrary to Congress' stated purposes of ensuring that each Combined Fund beneficiary's health care costs are borne (if possible) by the person with the most direct responsibility for the beneficiary, not by persons that had no connection with the beneficiary or by the public fisc. The Commissioner appears to request application of some form of an absurd results test. Respondents answer correctly that this Court rarely invokes such a test to override unambiguous legislation, and offer several explanations for why Congress would have purposefully exempted successors in interest of a signatory operator from the "related person" definition. Where the statutory language is clear and unambiguous, this Court need neither accept nor reject a particular "plausible" explanation for why Congress would have written a statute as it did. Negotiations surrounding the bill's enactment tell a typical story of legislative battle among interest groups, Congress, and the President. It is quite possible that a bill that assigned liability to successors of signatory operators would not have survived the legislative process. The deals brokered during a Committee mark-up, on the floor of the two Houses, during a joint House and Senate Conference, or in negotiations with the President are not to be second-guessed by this Court, whose role is to interpret the language of the statute enacted by Congress. The Court will not alter unambiguous text in order to satisfy the Commissioner's policy preferences. Pp. 18–22.

(d) Finally, the Court rejects the Commissioner's suggestion that, because it was reasonable for her to conclude that direct successors of a signatory operator should be responsible for the operator's employees, her interpretation is entitled to deference. In the context of an unambiguous statute, this Court need not contemplate deferring to an agency's interpretation. See *Chevron U. S. A. Inc.* v. *Natural Resources Defense Council, Inc.*, 467 U. S. 837, 842–843. P. 22.

226 F. 3d 291, affirmed.

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