SUPREME COURT OF THE UNITED STATES

No. 02–1343

ENGINE MANUFACTURERS ASSOCIATION AND WESTERN STATES PETROLEUM ASSOCIATION, PETITIONERS *v.* SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

[April 28, 2004]

JUSTICE SCALIA delivered the opinion of the Court.

Respondent South Coast Air Quality Management District (District) is a political subdivision of California responsible for air pollution control in the Los Angeles metropolitan area and parts of surrounding counties that make up the South Coast Air Basin. It enacted six Fleet Rules that generally prohibit the purchase or lease by various public and private fleet operators of vehicles that do not comply with stringent emission requirements. The question in this case is whether these local Fleet Rules escape pre-emption under §209(a) of the Clean Air Act (CAA), 81 Stat. 502, as renumbered and amended, 42 U. S. C. §7543(a), because they address the purchase of vehicles, rather than their manufacture or sale.

I

The District is responsible under state law for developing and implementing a "comprehensive basinwide air quality management plan" to reduce emission levels and

thereby achieve and maintain "state and federal ambient air quality standards." Cal. Health & Safety Code Ann. §40402(e) (West 1996). Between June and October 2000, the District adopted six Fleet Rules. The Rules govern operators of fleets of street sweepers (Rule 1186.1), of passenger cars, light-duty trucks, and medium-duty vehicles (Rule 1191), of public transit vehicles and urban buses (Rule 1192), of solid waste collection vehicles (Rule 1193), of airport passenger transportation vehicles, including shuttles and taxicabs picking up airline passengers (Rule 1194), and of heavy-duty on-road vehicles (Rule 1196). All six Rules apply to public operators; three apply to private operators as well (Rules 1186.1, 1193, and 1194).

The Fleet Rules contain detailed prescriptions regarding the types of vehicles that fleet operators must purchase or lease when adding or replacing fleet vehicles. Four of the Rules (1186.1, 1192, 1193, and 1196) require the purchase or lease of "alternative-fuel vehicles,"[1] and the other two (1191 and 1194) require the purchase or lease of either "alternative-fueled vehicles"[2] or vehicles that meet certain

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[1] These Rules define "alternative-fuel vehicles" in varying ways, but all exclude vehicles that run on diesel. See Rule 1186.1(c)(2), App. 17 (a vehicle with an engine that "use[s] compressed or liquefied natural gas, liquefied petroleum gas (propane), methanol, electricity, or fuel cells. Hybrid-electric and dual-fuel technologies that use diesel fuel are not considered alternative-fuel technologies for the purposes of this rule"); Rule 1192(c)(1), *id.,* at 47 (same definition as Rule 1186.1 for the most part, but also adds that the vehicle must "mee[t] the emission requirements of Title 13, Section 1956.1 of the California Code of Regulations"); Rule 1193(c)(1), *id.,* at 52 (a vehicle that "uses compressed or liquefied natural gas, liquefied petroleum gas, methanol, electricity, fuel cells, or other advanced technologies that do not rely on diesel fuel"); Rule 1196(c)(1), *id.,* at 66–67 (same definition as Rule 1193 for the most part, but also adds that the vehicle must be "certified by the California Air Resources Board").

[2] Rule 1191(c)(1), *id.,* at 24–25, defines "alternative-fueled vehicle" as a vehicle that "is not powered by gasoline or diesel fuel and emits

emission specifications established by the California Air Resources Board (CARB).[3] CARB is a statewide regulatory body that California law designates as "the air pollution control agency for all purposes set forth in federal law." Cal. Health & Safety Code Ann. §39602 (West 1996). The Rules require operators to keep records of their purchases and leases and provide access to them upon request. See, *e.g.*, Rule 1186.1(g)(1), App. 23. Violations expose fleet operators to fines and other sanctions. See Cal. Health & Safety Code Ann. §§42400–42410,

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hydrocarbon, carbon monoxide, or nitrogen oxides, on an individual basis at least equivalent to or lower than a ULEV [acronym described in n. 3, *infra*]." Rule 1194(c)(2), App. 59, defines "alternative-fueled vehicle" as a vehicle that "is not powered by gasoline or diesel fuel."

[3]More specifically, Rules 1191(d), (e)(1), *id.,* at 27–28, require that these vehicles comply with CARB's Low-Emission Vehicle (LEV), Ultra-Low-Emission Vehicle (ULEV), Super-Ultra-Low-Emission Vehicle (SULEV), or Zero-Emission Vehicle (ZEV) standards. Rule 1194(d), *id.,* at 61–63, requires that the vehicles comply with the ULEV, SULEV, or ZEV standards. LEV, ULEV, SULEV, and ZEV are acronyms adopted by CARB as part of a federally approved emission reduction program. This program establishes five tiers of vehicles based on their emission characteristics: Transitional Low-Emission Vehicles (TLEVs); Low-Emission Vehicles (LEVs); Ultra-Low-Emission Vehicles (ULEVs); Super-Ultra-Low-Emission Vehicles (SULEVs); and Zero-Emission Vehicles (ZEVs). The tiers are subject to varying emission limitations for carbon monoxide, formaldehyde, nonmethane organic gases, oxides of nitrogen, and particulate matter. See Cal. Code Regs., tit. 13, §§1960.1(e)(3), (g), (h)(2), (p), §1961(a) (2004). No vehicle may be sold in California unless it meets the TLEV, LEV, ULEV, SULEV, or ZEV requirements. See Cal. Health & Safety Code Ann. §§43009, 43016–43017, 43102, 43105, 43150–43156 (West 1996). Additionally, manufacturers are obligated to meet overall "fleet average" emission requirements. The fleet average emission requirements decrease over time, requiring manufacturers to sell progressively cleaner mixes of vehicles. See Cal. Code Regs., tit. 13, §§1960.1(g)(2), 1961(b) (2004). Manufacturers retain flexibility to decide how many vehicles in each emission tier to sell in order to meet the fleet average. See 158 F. Supp. 2d 1107, 1113–1114 (CD Cal. 2001).

40447.5 (West 1996 and Supp. 2004).

In August 2000, petitioner Engine Manufacturers Association sued the District and its officials, also respondents, claiming that the Fleet Rules are pre-empted by §209 of the CAA, which prohibits the adoption or attempted enforcement of any state or local "standard relating to the control of emissions from new motor vehicles or new motor vehicle engines." 42 U. S. C. §7543(a).[4] The District Court granted summary judgment to respondents, upholding the Rules in their entirety. It held that the Rules were not "standard[s]" under §209(a) because they regulate only the purchase of vehicles that are otherwise certified for sale in California. The District Court recognized that the First and Second Circuit Courts of Appeals had previously held that CAA §209(a) pre-empted state laws mandating that a specified percentage of a manufacturer's in-state sales be of "zero-emission vehicles." See *Association of Int'l Automobile Mfrs., Inc.* v. *Commissioner, Mass. Dept. of Environmental Protection*, 208 F. 3d 1, 6–7 (CA1 2000); *American Automobile Mfrs. Assn.* v. *Cahill*, 152 F. 3d 196, 200 (CA2 1998).[5] It did not express disagreement with these rulings, but distinguished them as involving a restriction on vehicle sales rather than vehicle purchases: "Where a state regulation does not compel manufacturers to meet a new emissions limit, but rather affects the purchase of vehicles, as the Fleet Rules do, that regulation is not a

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[4] Petitioner Western States Petroleum Association intervened as a plaintiff. Respondents Coalition for Clean Air, Inc., Natural Resources Defense Council, Inc., Communities for a Better Environment, Inc., Planning and Conservation League, and Sierra Club intervened as defendants.

[5] The ZEV requirements at issue in these cases were virtually identical to those previously promulgated by CARB. See *Association of Int'l Automobile Mfrs., Inc.* v. *Commissioner, Mass. Dept. of Environmental Protection*, 208 F. 3d, at 1, 3; *American Automobile Mfrs. Assn.* v. *Cahill*, 152 F. 3d, at 199.

standard." 158 F. Supp. 2d 1107, 1118 (CD Cal. 2001).

The Ninth Circuit affirmed on the reasoning of the District Court. 309 F. 3d 550 (2002). We granted certiorari. 539 U. S. 914 (2003).

II

Section 209(a) of the CAA states:

> "No State or any political subdivision thereof shall adopt or attempt to enforce any standard relating to the control of emissions from new motor vehicles or new motor vehicle engines subject to this part. No State shall require certification, inspection, or any other approval relating to the control of emissions . . . as condition precedent to the initial retail sale, titling (if any), or registration of such motor vehicle, motor vehicle engine, or equipment." 42 U. S. C. §7543(a).

The District Court's determination that this express pre-emption provision did not invalidate the Fleet Rules hinged on its interpretation of the word "standard" to include only regulations that compel manufacturers to meet specified emission limits. This interpretation of "standard" in turn caused the court to draw a distinction between purchase restrictions (not pre-empted) and sale restrictions (pre-empted). Neither the manufacturer-specific interpretation of "standard" nor the resulting distinction between purchase and sale restrictions finds support in the text of §209(a) or the structure of the CAA.

"Statutory construction must begin with the language employed by Congress and the assumption that the ordinary meaning of that language accurately expresses the legislative purpose." *Park 'N Fly, Inc.* v. *Dollar Park & Fly, Inc.,* 469 U. S. 189, 194 (1985). Today, as in 1967 when §209(a) became law, "standard" is defined as that which "is established by authority, custom, or general consent, as a model or example; criterion; test." Webster's Second New

International Dictionary 2455 (1945). The criteria referred to in §209(a) relate to the emission characteristics of a vehicle or engine. To meet them the vehicle or engine must not emit more than a certain amount of a given pollutant, must be equipped with a certain type of pollution-control device, or must have some other design feature related to the control of emissions. This interpretation is consistent with the use of "standard" throughout Title II of the CAA (which governs emissions from moving sources) to denote requirements such as numerical emission levels with which vehicles or engines must comply, *e.g.*, 42 U. S. C. §7521(a)(1)(B)(ii), or emission-control technology with which they must be equipped, *e.g.*, §7521(a)(6).

Respondents, like the courts below, engraft onto this meaning of "standard" a limiting component, defining it as only "[a] *production* mandat[e] that require[s] *manufacturers* to ensure that the vehicles they produce have particular emissions characteristics, whether individually or in the aggregate." Brief for Respondent South Coast Air Quality Management District 13 (emphases added). This confuses standards with the means of enforcing standards. Manufacturers (or purchasers) can be made responsible for ensuring that vehicles *comply* with emission standards, but the standards themselves are separate from those enforcement techniques. While standards target vehicles or engines, standard-enforcement efforts that are proscribed by §209 can be directed to manufacturers or purchasers.

The distinction between "standards," on the one hand, and methods of standard enforcement, on the other, is borne out in the provisions immediately following §202. These separate provisions enforce the emission criteria—*i.e.*, the §202 standards. Section 203 prohibits manufacturers from selling any new motor vehicle that is not covered by a "certificate of conformity." 42 U. S. C. §7522(a).

Section 206 enables manufacturers to obtain such a certificate by demonstrating to the EPA that their vehicles or engines conform to the §202 standards. §7525. Sections 204 and 205 subject manufacturers, dealers, and others who violate the CAA to fines imposed in civil or administrative enforcement actions. §§7523–7524. By defining "standard" as a "production mandate directed toward manufacturers," respondents lump together §202 and these other distinct statutory provisions, acknowledging a standard to be such only when it is combined with a mandate that prevents manufacturers from selling noncomplying vehicles.

That a standard is a standard even when not enforced through manufacturer-directed regulation can be seen in Congress's use of the term in another portion of the CAA. As the District Court recognized, CAA §246 (in conjunction with its accompanying provisions) requires state-adopted and federally approved "restrictions on the purchase of fleet vehicles *to meet clean-air standards*." 158 F. Supp. 2d, at 1118 (emphasis added); see also 42 U. S. C. §§7581–7590. (Respondents do not defend the District's Fleet Rules as authorized by this provision; the Rules do not comply with all of the requirements that it contains.) Clearly, Congress contemplated the enforcement of emission standards through purchase requirements.[6]

Respondents contend that their qualified meaning of "standard" is necessary to prevent §209(a) from preempting "far too much" by "encompass[ing] a broad range

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[6]The District Court reasoned that "[i]t is not rational to conclude that the CAA would authorize purchasing restrictions on the one hand, and prohibit them, as a prohibited adoption of a 'standard,' on the other." 158 F. Supp. 2d, at 1118. This reasoning is flawed; it is not irrational to view Congress's prescription of numerous detailed requirements for such programs as inconsistent with unconstrained state authority to enact programs that ignore those requirements.

of state-level clean-air initiatives" such as voluntary incentive programs. Brief for Respondent South Coast Air Quality Management District 29; *id.,* at 29–30. But it is hard to see why limitation to mandates on manufacturers is necessary for this purpose; limitation to mandates on manufacturers and purchasers, or to mandates on *anyone*, would have the same salvific effect. We need not resolve application of §209(a) to voluntary incentive programs in this case, since all the Fleet Rules are mandates.

In addition to having no basis in the text of the statute, treating sales restrictions and purchase restrictions differently for pre-emption purposes would make no sense. The manufacturer's right to sell federally approved vehicles is meaningless in the absence of a purchaser's right to buy them. It is true that the Fleet Rules at issue here cover only certain purchasers and certain federally certified vehicles, and thus do not eliminate all demand for covered vehicles. But if one State or political subdivision may enact such rules, then so may any other; and the end result would undo Congress's carefully calibrated regulatory scheme.

A command, accompanied by sanctions, that certain purchasers may buy only vehicles with particular emission characteristics is as much an "attempt to enforce" a "standard" as a command, accompanied by sanctions, that a certain percentage of a manufacturer's sales volume must consist of such vehicles. We decline to read into §209(a) a purchase/sale distinction that is not to be found in the text of §209(a) or the structure of the CAA.

III

The dissent expresses many areas of disagreement with our interpretation, but this should not obscure its agreement with our answer to the question "whether these local Fleet Rules escape pre-emption . . . because they address the purchase of vehicles, rather than their manufacture or

sale." *Supra*, at 1. The dissent joins us in answering "no." See *post,* at 5. It reaches a different outcome in the case because (1) it feels free to read into the unconditional words of the statute a requirement for the courts to determine which purchase restrictions *in fact* coerce manufacture and which do not; and (2) because it believes that Fleet Rules containing a "commercial availability" proviso do not coerce manufacture.

As to the first point: The language of §209(a) is categorical. It is (as we have discussed) impossible to find in it an exception for standards imposed through purchase restrictions rather than directly upon manufacturers; it is even more inventive to discover an exception for only that *sub*category of standards-imposed-through-purchase-restrictions that does not coerce manufacture. But even if one accepts that invention, one cannot conclude that these "provisos" save the day. For if a vehicle of the mandated type *were* commercially available, thus eliminating application of the proviso, the need to sell vehicles to persons governed by the Rule would effectively coerce manufacturers into meeting the artificially created demand. To say, as the dissent does, that this would be merely the consequence of "market demand and free competition," *post*, at 5, is fanciful. The demand is a demand, not generated by the market but compelled by the Rules, which in turn effectively compels production. To think that the Rules are invalid until such time as one manufacturer makes a compliant vehicle available, whereupon they become binding, seems to us quite bizarre.

The dissent objects to our interpretive method, which neither invokes the "presumption against pre-emption" to determine the *scope* of pre-emption nor delves into legislative history. *Post*, at 2. Application of those methods, on which not all Members of this Court agree, demonstrably makes no difference to resolution of the principal question, which the dissent (after applying them) answers the same

as we. As for the additional question that the dissent reaches, we think the same is true: The textual obstacles to the strained interpretation that would validate the Rules by reason of the "commercial availability" provisos are insurmountable—principally, the categorical words of §209(a). The dissent contends that giving these words their natural meaning of barring implementation of standards at the purchase and sale stage renders superfluous the second sentence of §209(a), which provides: "No State shall require certification, inspection, or any other approval relating to the control of emissions from any new motor vehicle or new motor vehicle engine as condition precedent to the initial retail sale, titling (if any), or registration of such motor vehicle, motor vehicle engine, or equipment." 42 U. S. C. §7543(a). We think it not superfluous, since it makes clear that the term "attempt to enforce" in the first sentence is not limited to the actual imposition of penalties for violation, but includes steps preliminary to that action. *Ibid*. The sentence is, however, fatal to the *dissent's* interpretation of the statute. It *categorically* prohibits "certification, inspection, or any other approval" as conditions precedent to sale. Why in the world would it do that if it had no *categorical* objection to standards imposed at the sale stage? Why disable the States from assuring compliance with requirements that they are authorized to impose?

The dissent next charges that our interpretation attributes carelessness to Congress because §246 *mandates* fleet purchasing restrictions, but does so without specifying "notwithstanding" §209(a). *Post*, at 6. That addition might have been nice, but hardly seems necessary. It is obvious, after all, that the principal sales restrictions against which §209(a) is directed are those requiring compliance with *state*-imposed standards. What §246 mandates are fleet purchase restrictions under *federal* standards designed precisely for *federally required* clean-

fuel fleet vehicle programs—which programs, in turn, must be *federally approved* as meeting detailed *federal specifications*. It is not surprising that a "notwithstanding" §209(a) did not come to mind. Far from casting doubt upon our interpretation, §246 is impossible to reconcile with the *dissent's* interpretation. The fleet purchase standards it mandates must comply strictly with federal specifications, being neither more lenient nor more demanding. But what is the use of imposing such a limitation if the States are entirely free to impose their *own* fleet purchase standards with entirely different specifications?

Finally, the dissent says that we should "admit" that our opinion pre-empts voluntary incentive programs. *Post,* at 7–8. Voluntary programs are not at issue in this case, and are significantly different from command-and-control regulation. Suffice it to say that nothing in the present opinion necessarily *entails* pre-emption of voluntary programs. It is at least arguable that the phrase "adopt or attempt to enforce any standard" refers only to standards that *are* enforceable—a possibility reinforced by the fact that the prohibition is imposed only on entities (States and political subdivisions) that have power to enforce.

IV

The courts below held all six of the Fleet Rules to be entirely outside the pre-emptive reach of §209(a) based on reasoning that does not withstand scrutiny. In light of the principles articulated above, it appears likely that at least certain aspects of the Fleet Rules are pre-empted. For example, the District may have attempted to enforce CARB's ULEV, SULEV, and ZEV standards when, in Rule 1194, it required 50% of new passenger-car and medium-duty-vehicle purchases by private airport-shuttle van operators to "meet ULEV, SULEV, or ZEV emission stan-

dards" after July 1, 2001, and 100% to meet those standards after July 1, 2002.[7] See Rules 1194(d)(2)(A)–(B), App. 62.

It does not necessarily follow, however, that the Fleet Rules are pre-empted *in toto*. We have not addressed a number of issues that may affect the ultimate disposition of petitioners' suit, including the scope of petitioners' challenge, whether some of the Fleet Rules (or some applications of them) can be characterized as internal state purchase decisions (and, if so, whether a different standard for pre-emption applies), and whether §209(a) pre-empts the Fleet Rules even as applied beyond the purchase of new vehicles (*e.g.*, to lease arrangements or to the purchase of used vehicles). These questions were neither passed on below nor presented in the petition for certiorari. They are best addressed in the first instance by the lower courts in light of the principles articulated above.

The judgment is vacated, and the case is remanded for further proceedings consistent with this opinion.

It is so ordered.

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[7] For a description of the ULEV, SULEV, and ZEV standards, see n. 3, *supra*.