CANONS OF STATUTORY INTERPRETATION

"Statutory analysis begins with the text and its plain meaning, if it has one." Gottlieb v. Carnival Corp., 436 F.3d 335, 337 (2d Cir. 2006). "The plainness or ambiguity of statutory language is determined by reference to the language itself, the specific context in which that language is used, and the broader context of the statute as a whole." Daniel v. Am. Bd. of Emergency Med., 428 F.3d 408, 423 (2d Cir. 2005) (quoting Robinson v. Shell Oil Co., 519 U.S. 337, 341 (1997)). "[I]f an attempt to discern the plain meaning fails because the statute is ambiguous," Green v. City of New York, 465 F.3d 65, 78 (2d Cir. 2006), the court will "resort to the canons of statutory construction to help resolve the ambiguity." Gottlieb, 436 F.3d at 337. When the plain meaning of the statute cannot be ascertained, and the canons of construction do not resolve the ambiguity, the court must turn to the statute's legislative history. Green, 465 F.3d at 78; Gottlieb, 436 F.3d at 338. "Finally, if the canons of statutory interpretation and resort to other interpretive aids (like legislative history) do not resolve the issue, [the court] will give deference to the view of the agency tasked with administering the statute." Natural Res. Def. Council, Inc. v. Muszynski, 268 F.3d 91, 98 (2d Cir. 2001); EPA v. Nat'l Crushed Stone Ass'n, 449 U.S. 64, 83 (1980) ("It is by now . . . commonplace that 'when faced with a problem of statutory construction, this Court shows great deference to the interpretation given the statute by the officers or agency charged with its administration.'" (quoting Udall v. Tallman, 380 U.S. 1, 16 (1965))).

Plain Meaning

It is a cardinal principle of statutory interpretation that the court must first look to the plain meaning of the statutory text. See Connecticut Nat. Bank v. Germain, 503 U.S. 249, 253-54 (1992) ("[C]ourts must presume that a legislature says in a statute what it means and means in a statute what it says there"); United States v. Dauray, 215 F.3d 257, 260 (2d Cir. 2000) ("Our starting point in statutory interpretation is the statute's plain meaning, if it has one"); see also Barnhart v. Sigmon Coal Co., 534 U.S. 438, 450 (2002) ("The first step is to determine whether the language at issue has a plain and unambiguous meaning with regard to the particular dispute in the case") (internal quotation marks and citations omitted). The same principle applies to the interpretation of federal regulations. Matter of Echeverria, 25 I&N Dec. 512, 518 (BIA 2011) ("[T]here is 'no more persuasive evidence of the purpose of a [regulation] than the words by which the [Attorney General] undertook to give expression to [her] wishes.'") (citing Matter of Artigas, 23 I&N Dec. 99, 100 (BIA 2001)); Matter of C-W-L-, 24 I&N Dec. 346, 348 (BIA 2007).

Principles of Statutory Construction

Statutory analysis begins with the plain meaning of a statute. Nat. Res. Def. Council, Inc. v. Muszynski, 268 F.3d 91, 98 (2d Cir. 2001) (citing Dauray, 215 F.3d at 260). If the plain meaning of a statute is susceptible to two or more reasonable meanings, i.e., if it is ambiguous, then a court may resort to the canons of statutory construction. See id. at 262.

(1) Different Language, Different Meanings

When Congress "uses certain language in one part of the statute and different language in another, the court assumes different meanings were intended." Sosa v. Alvarez-Machain, 542 U.S. 692, 711 n.9 (2004) (quoting 2A N. Singer, Statutes and Statutory Construction § 46:06, p. 194 (6th rev. ed. 2000)).

(2) Inclusion/Omission Canon

When "Congress includes a particular language in one section of a statute but omits it in another section of the same Act, it is generally presumed that Congress acts intentionally and purposely in the disparate inclusion or exclusion." Russello v. United States, 464 U.S. 16, 23 (1983) (citing United States v. Wooten, 688 F.2d 941, 950 (CA4 1982)).

(3) Avoiding Redundancy, Surplusage, or Insignificance

A statute should be construed so that, on the whole, no clause, sentence, or word is rendered "superfluous, void, or insignificant." TRW Inc. v. Andrews, 534 U.S. 19, 31 (2001) (quoting Duncan v. Walker, 533 U.S. 167, 174 (2001)). It is the duty of the court "to give effect, if possible, to every clause and word of a statute." State St. Bank & Trust Co. v. Salovaara, 326 F.3d 130, 139 (2d Cir. 2003) (citing Duncan, 533 U.S. at 174).

The canon requiring the court to give effect to each word "*if possible*" is sometimes offset by the canon that permits the court to reject words "as surplusage" if "inadvertently inserted or if repugnant to the rest of the statute." Chickasaw Nation v. United States, 534 U.S. 84, 94, (2001) (citing K. Llewellyn, The Common Law Tradition 525 (1960)). However, "[t]he canon against surplusage is not an absolute rule." Marx v. Gen. Revenue Corp., ––– U.S. –––, 133 S.Ct. 1166, 1177 (2013). When construing a statute, the general preference against surplusage is constrained by the requirement that a construction avoiding surplusage must be a reasonable one. See Jarecki v. G.D. Searle & Co., 367 U.S. 303, 307-08 (1961) ("The statute admits a reasonable construction which gives effect to all of its provisions."). The canon of surplusage is not applicable where both parties offer interpretations which leave portions of a statute meaningless or duplicitous. See Lamie v. U.S. Tr., 540 U.S. 526, 536 (2004) ("Where there are two ways to read the text . . . applying the rule against surplusage is, absent other indications, inappropriate.").

Courts ought to construe statutes so that no provision is "entirely redundant." Kungys v. United States, 485 U.S. 759, 778 (1988). Congress is deemed to avoid redundant drafting, and thus a statutory interpretation that would "render an express provision redundant was probably unintended and should be rejected." Gutierrez de Martinez v. Lamagno, 515 U.S. 417, 444 (1995) (citing Mackey v. Lanier Collection Agency & Service, Inc., 486 U.S. 825, 837 (1988)).

(4) Avoiding Absurdity

In the process of statutory interpretation, "absurd results are to be avoided and internal inconsistencies in the statute must be dealt with." Natural Res. Def. Council, Inc., 268 F.3d at 98 (quoting United States v. Turkette, 452 U.S. 576, 580 (1981)).

Legislative History and Purpose

When the plain language and canons of statutory interpretation fail to resolve statutory ambiguity, the court will resort to legislative history. Dauray, 215 F.3d at 264; see also Concrete Pipe & Prods. of Cal., Inc. v. Constr. Laborers Pension Trust for S. Cal., 508 U.S. 602, 627 (1993) (finding that in the event that the text of a statute is not clear, the court interpreting the statute may consult the legislative history to discern "the legislative purpose as revealed by the history of the statute."); United States v. Gayle, 342 F.3d 89, 93-94 (2d Cir. 2003) (looking to legislative history where text of statute was ambiguous as to what constitutes a predicate offense under 18 U.S.C. § 922(g)(1)). "Our obligation is to give effect to congressional purpose so long as the congressional language does not itself bar that result." Johnson v. United States, 529 U.S. 694, 710 n. 10 (2000). Where Congress provides no definition for a term in a statute, we "consider the ordinary, common-sense meaning of the words." Dauray, 215 F.3d at 260.

Agency Deference

In appropriate cases, where "canons of statutory interpretation and resort to other interpretive aids (like legislative history) do not resolve the issue," the court may defer to the viewpoint of the executive agency tasked with administering the statute, "particularly insofar as those views are expressed in rules and regulations that implement the statute." Natural Res. Def. Council, Inc., 268 F.3d at 98; see also United States v. Mead Corp., 533 U.S. 218, 227-28 (2001) ("[C]onsiderable weight should be accorded to an executive department's construction of a statutory scheme it is entrusted to administer . . . .") (quoting Chevron, U.S.A., Inc. v. Natural Res. Def. Council, Inc., 467 U.S. 837, 844 (1984)).