ASUCI JUDICIAL BOARD

"The Judicial Board has final judicial authority for ASUCI, which extends to all cases arising under the governing documents of ASUCI, all official actions of ASUCI officials and staff, and any matters delegated to the Judicial Board by the Senate or Student Advocate General."

JUDICIAL RULING ON R52-68: "Appointment of the ASUCI Business Senator as an Ex-Officio Member on MUSAs Executive Board"

MENTER, J., delivered the opinion of the Board, in which all other Members joined, except DISNEY, J., who took no part in the consideration or decision of this case.

JUSTICE MENTER delivered the opinion of the Board.

Senate Resolution 52-68 makes the ASUCI Business Senator an Ex-Officio Member of the Merage Undergraduate Student Association Executive Board. However, two paragraphs at the end of the resolution appear to have been directly copied and pasted from another resolution, R52-67, which created the position of Assistant to the Business Senator. Because it is the duty of the Judicial Board to "review all … bills and resolutions adopted by the Senate", ASUCI Constitution, Art. VIII, § 2(i), we must decide what effect, if any, these ill-fitting provisions have. We hold that they do not have an effect within the context of this resolution.

I

Almost all of R52-68 is dedicated to the appointment of the Business Senator as a non-voting member of the Merage Undergraduate Student Association (hereafter MUSA). The resolution identifies the benefits that such a position would have for ASUCI, the "UCI business department" (which we take to refer to the Paul Merage School of Business), and MUSA. R52-68, ¶ 7. It further recognizes that the ASUCI Business Senator would be uniquely suited to the position, as she already acts as a representative for the business school. R52-68, ¶ 3. The resolution then resolves that the ASUCI Business Senator be appointed an Ex-Officio Member of the MUSA Executive Board. R52-68, ¶ 9 - 11.

At this point, the resolution takes a sharp left turn. Changing to a different font, it attaches an expiration date to the position (though, as we will discuss, to *which* position is not entirely clear), ¶ 12, and then resolves to fill the position of Assistant to the ASUCI Business Senator. R52-68, ¶ 13. Notably, these provisions share the exact same font, text, and layout as the last two paragraphs from Resolution 52-67, which creates the position of Assistant to the Business Senator. See R52-67, ¶ 12 - 13. It therefore appears that these provisions of the resolution were lifted directly from R52-67, whether intentionally or as the result of a drafting error.

Despite their apparent incongruity with the rest of the provisions, these final paragraphs could significantly impact the actual effect of the legislation. For example, if we interpret the expiration provision in ¶ 12 as applying to the Business Senator's Ex-Officio position on MUSA's executive board, then the entire resolution would expire only a few weeks after it was passed. We must therefore decide what effect these provisions have within the context of R52-68.

II

A

When interpreting a resolution passed by the Senate, we must be cognizant of the limitations that the ASUCI Constitution places on the judicial power. We have the ability to "review"—but not to rewrite—"resolutions adopted by the Senate". ASUCI Constitution, Art. VIII, § 2(i). We therefore may not strike provisions from a bill or resolution simply because we think the Senate should not have included them, or because we think that the Senate included them in error. We review what the Senate has actually passed. Our inference that the Senate included the final paragraphs of R52-68 by accident therefore cannot, by itself, allow us to strike them from the resolution. We must take these provisions as they are.

This does not mean, however, that we must take the provisions in isolation. On the contrary, we read each part of a resolution "in [its] context and with a view to [its] place in the overall statutory scheme." *FDA v. Brown & Williamson Tobacco Corp.,* 529 U.S. 120, at 133 (1996). We therefore do not need to adopt an interpretation that arises only when a provision is read by itself. Especially when a section of a resolution is ambiguous, we look to the context of the entire resolution to clarify the meaning of that single part. *Id,* at 132. In particular, we must try to find an interpretation that produces a "substantive effect compatible with the rest of the law." *United Savings Association of Texas v. Timbers of Inwood Forest Associates, Ltd.,* 484 U.S. at 371 (1988). If a particular construction of a single component of a resolution would inhibit the purpose of the resolution as a whole, then we should not

adopt such a construction unless the text of the resolution compels it.

The final paragraphs of R52-68 resolve that some position expire at the end of Spring Quarter, 2017. R52-68, ¶ 12. However, it is unclear which position is supposed to expire; the resolution refers only to "this position". The previous paragraph of the resolution mentions the ASUCI Business Senator, ¶ 11, so it is possible that the expiration date is intended to apply to this position. Indeed, this construction is the most grammatically straightforward, as "ASUCI Business Senator" is the closest antecedent to "this". However, such an interpretation would be problematic, as the duration of a term in the Senate is fixed by the ASUCI Constitution, Art V, § 2. Because we must, if possible, avoid a reading of a resolution that would raise constitutional concerns, we must entertain other interpretations of the expiration provision. *In Re R52-62* (2017).

For example, the expiration provision could be read to apply to the position of Ex-Officio Member of the MUSA Executive Board. However, we find this reading problematic as well. First, this would mean that the position would expire mere weeks after it was created. Though the ASUCI Senate may have the authority to create some transient positions, we do not believe that they did so here. None of the reasons that the resolution gives for creating the position would become moot at the end of the academic quarter. Nor is it likely that the Senate intended to create the position only for Julie Lim, the current Business Senator, whose term expires at the end of the quarter. The resolution only mentions the position on MUSA's Executive Board in relation to the "ASUCI Business Senator", and never in relation to Lim specifically. The resolution is therefore most naturally read as granting the ASUCI Business Senator, whoever that may be, the role of liaison to the business school. A provision that causes the position to expire before another Senator could possibly fill it would therefore make little sense in the context of the resolution.

B

Instead, we think that the expiration provision makes the most sense when applied to the position of Assistant to the ASUCI Business Senator. In other words, the final paragraphs of R52-68 have the exact same meaning as the identical provisions in R52-67. This reading grants limited effect to the last provisions of R52-68, but that does not preclude our adoption of such a construction.[1] Indeed, the interpretation we adopt today is the only one that makes sense in context. It is highly unlikely that the resolution was written to attach an expiration date to a position whose term length is set by the Constitution, and it is nearly as unlikely that the Senate created a liaison position that would expire almost immediately. The only interpretation does not produce such absurd results is a reading that ascribes ¶ 12 and ¶ 13 no meaning within the context of R52-68.

Though our analysis so far has focused on the meaning of the expiration provision, the final paragraph of the resolution supports our reading as well. This paragraph appoints Isaac Rubalcava to the position of Assistant to the ASUCI Business Senator. However, Resolution 52-67 already appointed Rubalcava to this position. It is therefore not possible for this paragraph to have any additional effect outside of the effect that it was already given when it was passed as part of R52-67. This analysis reaffirms our conclusion that neither ¶ 12 nor ¶ 13 make sense unless we give them the exact same meaning in both of the resolutions in which they appear.

King v. Burwell, No. 14-114 (2014), provides a useful analog to this case, as it also required the interpretation of an incongruous statutory provision. *King* involved a provision of the Affordable Care Act granting subsidies for individuals to purchase health insurance on statewide healthcare marketplaces, called "exchanges", established by the act. Though states were, in theory, required to establish healthcare

---

[1] *Cf. Cullen v. Pinholster*, 563 U.S. 170 (2011), attaching a construction to the Antiterrorism and Effective Death Penalty Act that rendered 28 U.S.C. § 2254(e), governing the standards for holding an evidentiary hearing on *habeas corpus* review, inapplicable in almost any application.

exchanges themselves, if a state did not establish such an exchange, the act authorized the federal government to operate an exchange in that state. These federal exchanges had to meet all of the same requirements as a state exchange, and served the same purpose. However, because of a drafting error, the Affordable Care Act only granted subsidies to individuals who purchased health plans offered by exchanges "established by the State". 26 U.S.C. § 36B(b)(2)(A).

Reading this provision literally and out of context, one might come to the conclusion that subsidies would only be provided for individuals who purchased plans from an exchange run by a state, and not for plans purchased from a federal exchange. However, this reading would have made no sense within the statutory scheme. One of the primary purposes of the Affordable Care Act was to ensure that as many people as possible had access to healthcare. A reading of the statute that denies millions of people the funds necessary to purchase health insurance is therefore in conflict with that purpose.

Indeed, such a reading would have likely caused further problems. Healthy people are not as likely to purchase health insurance as sick people are. As a result, if fewer people were to purchase insurance on the federal exchanges, this would decrease the overall health of the individual health insurance market. Insurance premiums for plans sold on on the exchanges would therefore rise, as the remaining covered individuals would be, on average sicker, and therefore more expensive to insure. This premium increase would in turn discourage even more healthy people from buying insurance, thus continuing the cycle. This pattern, often called a "death spiral", could have had the effect of destroying the insurance marketplace that the Affordable Care Act was meant to expand.

Taken in context, therefore, it was clear that § 36B(b)(2)(A) could not have the meaning that one might ascribe to it at first glance. Instead, the Supreme Court recognized that its misleading language was simply the result of "inartful drafting", *King v. Burwell*, slip op. at 14 (Opinion of the Court), and gave the provision the construction that made

the most sense within the statute as a whole. Similarly, we are confronted with a perplexing statutory provision whose *prima facie* interpretation could lead to absurd and destructive results. Like the Supreme Court, we therefore choose to adopt and interpretation of the relevant provisions that makes the most sense within the context of the statute as a whole.

* * *

We emphasize that our decision today need not be the final word on the matter. If, for example, the Senate actually intended that the expiration provision attach to the position of Ex-Officio Member of the MUSA Executive Board, then it may choose to pass a resolution to correct this decision. In the meantime, however, we do not read the last two paragraphs of R52-68 to have that effect. Accordingly, we hold that the ASUCI Business Senator's position as an Ex-Officio Member of the MUSA Executive Board shall not be revoked by ASUCI at the end of the academic quarter, and that Isaac Rubalcava's status as Assistant to the ASUCI Business Senator remain unchanged until such time as it would otherwise expire.

It is so ordered.

Suchith Shantharaj, Chief Justice

Laura Anderson, Associate Justice

Roxana Bokaei, Associate Justice

Aviel Menter, Associate Justice

Grace Shin, Associate Justice