Syllabus

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

Syllabus

SPECTOR ET AL. *v.* NORWEGIAN CRUISE LINE LTD.

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

No. 03–1388. Argued February 28, 2005—Decided June 6, 2005

Respondent NCL is a cruise line operating foreign-flag ships departing from, and returning to, United States ports. The petitioners, disabled individuals and their companions who purchased tickets for round-trip NCL cruises from Houston, sued NCL under Title III of the Americans with Disabilities Act of 1990 (ADA), 42 U. S. C. §12181 *et seq*., which prohibits discrimination based on disability in places of "public accommodation," §12182(a), and in "specified public transportation services," §12184(a), and requires covered entities to make "reasonable modifications in policies, practices, or procedures" to accommodate disabled persons, §§12182(b)(2)(A)(ii), 12184(b)(2)(A), and to remove "architectural barriers, and communication barriers that are structural in nature" where such removal is "readily achievable," §§12182(b)(2)(A)(iv), 12184(b)(2)(C). Though holding Title III generally applicable, the District Court found that the petitioners' claims regarding physical barriers to access could not go forward because the federal agencies charged with promulgating ADA architectural and structural guidelines had not done so for cruise ships. The court therefore dismissed the barrier-removal claims, but denied NCL's motion to dismiss the petitioners' other claims. The Fifth Circuit held that Title III does not apply to foreign-flag cruise ships in U. S. waters because of a presumption, which the court derived from, *e.g., Benz* v. *Compania Naviera Hidalgo, S. A.,* 353 U. S. 138, and *McCulloch* v. *Sociedad Nacional de Marineros de Honduras,* 372 U. S. 10, that absent a clear indication of congressional intent, general statutes do not apply to foreign-flag ships. Emphasizing that Title III does not contain a specific provision mandating its application to such vessels, the court sustained the dismissal of the petitioners' barrier-removal claims and reversed on their remaining claims.

Held: The judgment is reversed, and the case is remanded.

356 F. 3d 641, reversed and remanded.

JUSTICE KENNEDY delivered an opinion concluding that except insofar as Title III regulates a vessel's internal affairs, the statute is applicable to foreign-flag cruise ships in U. S. waters. Parts II–A–1 and II–B–2 of that opinion held for the Court:

(a) Although Title III's "public accommodation" and "specified public transportation" definitions, §§12181(7)(A),(B)(I),(L), 12181(10), do not expressly mention cruise ships, there is no doubt that the NCL ships in question fall within both definitions under conventional principles of interpretation. The Fifth Circuit nevertheless held Title III inapplicable because the statute has no clear statement or explicit text mandating coverage for foreign-flag ships in U. S waters. This Court's cases, particularly *Benz* and *McCulloch*, do hold, in some circumstances, that a general statute will not apply to certain aspects of the internal operations of foreign vessels temporarily in U. S. waters, absent a clear statement. The broad clear statement rule adopted by the Court of Appeals, however, would apply to every facet of the business and operations of foreign-flag ships. That formulation is inconsistent with the Court's case law and with sound principles of statutory interpretation. Pp. 5–6.

(b) Title III defines "readily achievable" barrier removal as that which is "easily accomplishable and able to be carried out without much difficulty or expense," §12181(9). The statute does not further define "difficulty," but the section's use of the disjunctive indicates that it extends to considerations in addition to cost. Furthermore, Title III directs that the "readily achievable" determination take into account "the impact . . . upon the [facility's] operation," §12181(9)(B). A Title III barrier-removal requirement that would bring a vessel into noncompliance with the International Convention for the Safety of Life at Sea or any other international legal obligation would create serious difficulties for the vessel and would have a substantial impact on its operation, and thus would not be "readily achievable." Congress could not have intended this result. It is logical and proper to conclude, moreover, that whether a barrier modification is "readily achievable" must take into consideration the modification's effect on shipboard safety. Title III's nondiscrimination and accommodation requirements do not apply if disabled individuals would pose "a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices, or procedures." §12182(b)(3). It would be incongruous to attribute to Congress an intent to require modifications threatening others' safety simply because the threat comes not from the disabled person but from the accommodation itself. Pp. 12–13.

JUSTICE KENNEDY, joined by JUSTICE STEVENS and JUSTICE SOUTER, concluded in Parts II–A–2, II–B–1, II–B–3, and III–B:

(a) As a matter of international comity, a clear statement of congressional intent is necessary before a general statutory requirement can interfere with matters that concern a foreign-flag vessel's internal affairs and operations. See, *e.g., Wildenhus's Case*, 120 U. S. 1, 12. In *Benz* and *McCulloch*, the Court held the National Labor Relations Act (NLRA) inapplicable to labor relations between a foreign vessel and its foreign crew not because foreign ships are generally exempt from the NLRA, but because that particular application of the NLRA would interfere with matters that concern only the ship's internal operations. These cases recognized a narrow rule, applicable only to statutory duties that implicate the foreign vessel's internal order rather than the welfare of American citizens. *E.g., McCulloch, supra*, at 21. In contrast, the Court later held the NLRA fully applicable to labor relations between a foreign vessel and American longshoremen because this relationship, unlike the one between a vessel and its own crew, does not implicate a foreign ship's internal order and discipline. *Longshoremen* v. *Ariadne Shipping Co.,* 397 U. S. 195, 198–201. This narrow clear statement rule is supported by sound principles of statutory construction. It is reasonable to presume Congress intends no interference with matters that are primarily of concern only to the ship and the foreign state in which it is registered. It is also reasonable, however, to presume Congress does intend its statutes to apply to entities in U. S. territory that serve, employ, or otherwise affect American citizens, or that affect the peace and tranquility of the United States, even if those entities happen to be foreign-flag ships. Cruise ships flying foreign flags of convenience but departing from and returning to U. S. ports accommodate and transport over 7 million U. S. residents annually, including large numbers of disabled individuals. To hold there is no Title III protection for the disabled would be a harsh and unexpected interpretation of a statute designed to provide broad protection for them. Pp. 6–9.

(b) Plainly, most of the Title III violations alleged below—that NCL required disabled passengers to pay higher fares and special surcharges; maintained evacuation programs and equipment in locations not accessible to them; required them, but not other passengers, to waive any potential medical liability and to travel with companions; reserved the right to remove them from ships if they endangered other passengers' comfort; and, more generally, failed to make reasonable modifications necessary to ensure their full enjoyment of the services offered—have nothing to do with a ship's internal affairs. However, the petitioners' allegations concerning physical barriers to access on board—*e.g.,* their assertion that most of NCL's cabins, in-

cluding the most attractive ones in the most desirable locations, are not accessible to disabled passengers—would appear to involve requirements that might be construed as relating to internal ship affairs. The clear statement rule would most likely come into play if Title III were read to require permanent and significant structural modifications to foreign vessels. Pp. 9–12.

(c) Because Title III does not require structural modifications that conflict with international legal obligations or pose any real threat to the safety of the crew or other passengers, it may well follow that Title III does not require any permanent and significant structural modifications that interfere with cruise ships' internal affairs. If so, recourse to the internal affairs clear statement rule would not be necessary. Cases may arise, however, where it is prudent for a court to invoke that rule without determining whether Title III actually imposes a particular barrier-removal requirement entailing a permanent and significant structural modification interfering with a foreign ship's internal affairs. Conversely, where it is not obvious that a particular physical modification relates to a vessel's basic architecture and construction, but it is clear the modification would conflict with an international legal obligation, the court may simply hold the modification not readily achievable, without resort to the clear statement rule. Pp. 13–14.

(d) The holding that the clear statement rule operates only when a ship's internal affairs are affected does not implicate the Court's holding in *Clark* v. *Martinez*, 543 U. S. ___, ___, that statutory language given a limiting construction in one context must be interpreted consistently in other contexts, "even though other of the statute's applications, standing alone, would not support the same limitation." *Martinez* applied a canon for choosing among plausible meanings of an ambiguous statute, not a clear statement rule that implies a special substantive limit on the application of an otherwise unambiguous statutory mandate. Pp. 16–18.

JUSTICE KENNEDY, joined by JUSTICE STEVENS, JUSTICE SOUTER, and JUSTICE THOMAS, concluded in Part III–A that if Title III imposed a requirement that interfered with a foreign-flag cruise ship's internal affairs, the clear statement rule would come into play, but that requirement would still apply to domestic ships, and Title III requirements having nothing to do with internal affairs would continue to apply to domestic and foreign ships alike. This application-by-application approach is consistent with how the clear statement rule has traditionally operated. If the rule restricts some NLRA applications to foreign ships (*e.g.*, labor relations with foreign crews in *Benz* and *McCulloch*), but not others (*e.g.*, labor relations with American longshoremen in *Ariadne Shipping*), it follows that its case-by-case

application is also required under Title III. The clear statement rule, if it is invoked, would restrict some applications of Title III to foreign ships (*e.g.*, certain structural barrier modification requirements), but not others (*e.g.*, the statute's prohibition on discriminatory ticket pricing). The rule is an implied limitation on a statute's otherwise unambiguous general terms. It operates much like other implied limitation rules, which avoid applications of otherwise unambiguous statutes that would intrude on sensitive domains in a way that Congress is unlikely to have intended had it considered the matter. See, *e.g., EEOC* v. *Arabian American Oil Co.,* 499 U. S. 244, 260. An all-or-nothing approach would convert the clear statement rule from a principle of interpretive caution into a trap for an unwary Congress, requiring nullification of the entire statute, or of some arbitrary set of applications larger than the domain the rule protects. Pp. 14–16.

JUSTICE GINSBURG, joined by JUSTICE BREYER, agreed that Title III of the Americans with Disabilities Act of 1990 covers cruise ships and allows them to resist modifications that would conflict with international legal obligations, but would give no wider berth to the "internal affairs" clear statement rule in determining Title III's application to respondent's ships. That rule derives from, and is moored to, the broader guide that statutes "should not be interpreted to regulate foreign persons or conduct if that regulation would conflict with principles of international law." *Hartford Fire Ins. Co.* v. *California,* 509 U. S. 764, 815. This noninterference principle is served here by the Court's interpretation of 42 U. S. C. §12182(b)(2)(A)(iv)'s "readily achievable" language to avoid conflict with international legal obligations. The plurality's further suggestion that the "internal affairs" clear statement rule may block Title III-prompted structural modifications, even in the absence of conflict with international obligations, cuts the rule loose from its foundation. Because international relations are not at risk and the United States has a strong interest in protecting American passengers on foreign and domestic cruise ships, there is no reason to demand a clearer congressional statement that Title III reaches the vessels in question. Pp. 1–4.

JUSTICE THOMAS concluded that Title III of the of the Americans with Disabilities Act of 1990, insofar as it could be read to require structural changes, lacks a sufficiently clear statement that it applies to the internal affairs of foreign vessels. However, the clear statement rule does not render Title III entirely inapplicable to foreign vessels; instead, Title III applies to foreign ships only to the extent to which it does not bear on their internal affairs. Pp. 1–4.

KENNEDY, J., announced the judgment of the Court and delivered the opinion of the Court with respect to Parts I, II–A–1, and II–B–2, in

which STEVENS, SOUTER, GINSBURG, and BREYER, JJ., joined, an opinion with respect to Parts II–A–2, II–B–1, II–B–3, and III–B, in which STEVENS and SOUTER, JJ., joined, and an opinion with respect to Part III–A, in which STEVENS, SOUTER, and THOMAS, JJ., joined. GINSBURG, J., filed an opinion concurring in part and concurring in the judgment, in which BREYER, J., joined. THOMAS, J., filed an opinion concurring in part, dissenting in part, and concurring in the judgment in part. SCALIA, J., filed a dissenting opinion, in which REHNQUIST, C. J., and O'CONNOR, J., joined, and in which THOMAS, J., joined with respect to Part I–A.