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

SOSSAMON *v.* TEXAS ET AL.

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

No. 08–1438. Argued November 2, 2010—Decided April 20, 2011

After this Court held that the Religious Freedom Restoration Act of 1993 was unconstitutional as applied to state and local governments because it exceeded Congress' power under §5 of the Fourteenth Amendment, see *City of Boerne* v. *Flores*, 521 U. S. 507, Congress passed the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) pursuant to its Spending Clause and Commerce Clause authority. RLUIPA targets two areas of state and local action: land–use regulation, RLUIPA §2, 42 U. S. C. §2000cc, and restrictions on the religious exercise of institutionalized persons, RLUIPA §3, §2000cc–1. It also provides an express private cause of action for "appropriate relief against a government," §2000cc–2(a), including, *inter alia*, States, their instrumentalities and officers, and persons acting under color of state law, §2000cc–5(4)(A).

Petitioner Sossamon, a Texas prison inmate, sued respondents, the State and prison officials, seeking injunctive and monetary relief under RLUIPA for prison policies that prevented inmates from attending religious services while on cell restriction for disciplinary infractions and that barred use of the prison chapel for religious worship. Granting respondents summary judgment, the District Court held that sovereign immunity barred Sossamon's claims for monetary relief. The Fifth Circuit affirmed, holding that the statutory phrase "appropriate relief against a government" did not unambiguously notify Texas that its acceptance of federal funds was conditioned on a waiver of sovereign immunity to claims for monetary relief.

Held: States, in accepting federal funding, do not consent to waive their sovereign immunity to private suits for money damages under RLUIPA. Pp. 4–14.

(a) Sovereign immunity principles enforce an important constitu-

tional limitation on the power of the federal courts. See *Pennhurst State School and Hospital* v. *Halderman*, 465 U. S. 89, 98. This Court has consistently made clear that "federal jurisdiction over suits against unconsenting States 'was not contemplated by the Constitution when establishing the judicial power of the United States.' " *Seminole Tribe of Fla.* v. *Florida*, 517 U. S. 44, 54. A State, however, may choose to waive its immunity. *Clark* v. *Barnard*, 108 U. S. 436, 447–448. The " 'test for determining whether [it has done so] is a stringent one.' " *College Savings Bank* v. *Florida Prepaid Postsecondary Ed. Expense Bd.*, 527 U. S. 666, 675. The State's consent to suit must be "unequivocally expressed" in the relevant statute's text. *Pennhurst*, *supra*, at 99. A waiver "will be strictly construed, in terms of its scope, in favor of the sovereign." *Lane* v. *Peña*, 518 U. S. 187, 192. Pp. 4–6.

(b) RLUIPA's authorization of "appropriate relief against a government," is not an unequivocal expression of state consent. Pp. 6–10.

(1) "Appropriate relief" is open-ended and ambiguous about the relief it includes. "Appropriate" is inherently context-dependent. And the context here—where the defendant is a sovereign—suggests, if anything, that monetary damages are not "suitable" or "proper." See *Federal Maritime Comm'n* v. *South Carolina Ports Authority*, 535 U. S. 743, 765. Further, where a statute is susceptible of multiple plausible interpretations, including one preserving immunity, this Court will not consider a State to have waived its sovereign immunity. Sossamon's and Texas' conflicting plausible arguments about whether immunity is preserved here demonstrate that "appropriate relief" in RLUIPA is not so free from ambiguity that the Court may conclude that the States, by receiving federal funds, have unequivocally expressed intent to waive their immunity. Pp. 6–9.

(2) The Court's use of the phrase "appropriate relief" in *Franklin* v. *Gwinnett County Public Schools*, 503 U. S. 60, and *Barnes* v. *Gorman*, 536 U. S. 181, does not compel a contrary conclusion. In those cases, where there was no express congressional intent to limit remedies available against municipal entities under an implied right of action, the Court presumed that compensatory damages were available. *Franklin*, *supra*, at 73. But that presumption is irrelevant to construing the scope of an express waiver of sovereign immunity, where the question is not whether Congress has given clear direction that it intends to exclude a damages remedy, but whether it has given clear direction that it intends to include a damages remedy. Pp. 9–10.

(c) Sossamon mistakenly contends that Congress' enactment of RLUIPA §3 pursuant to the Spending Clause put the States on notice

that they would be liable for damages because Spending Clause legislation operates as a contract and damages are always available for a breach of contract. While acknowledging the contract-law analogy, this Court has been clear "not [to] imply . . . that suits under Spending Clause legislation are suits in contract, or that contract-law principles apply to all issues that they raise," *Barnes*, *supra*, at 188, n. 2, or to rely on that analogy to expand liability beyond what would exist under nonspending statutes, much less to extend monetary liability against the States. Applying ordinary contract principles here would also make little sense because contracts with a sovereign are unique: They do not traditionally confer a right of action for damages to enforce compliance. More fundamentally, Sossamon's implied-contract remedy cannot be squared with the rule that a sovereign immunity waiver must be expressly and unequivocally stated in the relevant statute's text. Pp. 10–12.

(d) Sossamon also errs in arguing that Texas was put on notice that it could be sued for damages under RLUIPA by §1003 of the Rehabilitation Act Amendments of 1986, which expressly waives state sovereign immunity for violations of "section 504 of the Rehabilitation Act of 1973, title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, title VI of the Civil Rights Act of 1964, or the provisions of any other Federal statute prohibiting discrimination by recipients of Federal financial assistance," 42 U. S. C. §2000d–7. Even if such a residual clause could constitute an unequivocal textual waiver, RLUIPA §3—which prohibits "substantial burden[s]" on religious exercise—is not unequivocally a "statute prohibiting discrimination" within §1003's meaning. All the statutory provisions enumerated in §1003 explicitly prohibit discrimination; a State might reasonably conclude that the residual clause, strictly construed, covers only provisions using the term "discrimination." Pp. 12–14.

560 F. 3d 316, affirmed.

THOMAS, J., delivered the opinion of the Court, in which ROBERTS, C. J., and SCALIA, KENNEDY, GINSBURG, and ALITO, JJ., joined. SOTOMAYOR, J., filed a dissenting opinion, in which BREYER, J., joined. KAGAN, J., took no part in the consideration or decision of the case.