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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

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NATIONAL CREDIT UNION ADMINISTRATION v.
FIRST NATIONAL BANK & TRUST CO. ET AL.CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR
THE DISTRICT OF COLUMBIA CIRCUIT

No. 96–843. Argued October 6, 1997— Decided February 25, 1998*

The National Credit Union Administration (NCUA) interprets §109 of the Federal Credit Union Act (FCUA)— which provides that “[f]ederal credit union membership shall be limited to groups having a common bond of occupation or association, or to groups within a well-defined neighborhood, community, or rural district”— to permit federal credit unions to be composed of multiple, unrelated employer groups, each having its own distinct common bond of occupation. After the NCUA approved a series of charter amendments adding several unrelated employer groups to the membership of petitioner AT&T Family Federal Credit Union (ATTF), respondents, five commercial banks and the American Bankers Association, brought this action under §10(a) of the Administrative Procedure Act (APA). They asserted that the NCUA’s decision was contrary to law because §109 unambiguously requires that the *same* common bond of occupation unite each member of an occupationally defined federal credit union. The District Court dismissed the complaint, holding that respondents lacked standing to challenge the decision because their interests were not within the “zone of interests” to be protected by §109. The Court of Appeals for the District of Columbia Circuit disagreed and reversed. On remand, the District Court entered summary judgment against respondents, applying the analysis announced in *Chevron U. S. A. Inc. v. Natural Resources Defense Council, Inc.*, 467 U. S. 837, and holding

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* Together with No. 96–847, *AT&T Family Federal Credit Union et al. v. First National Bank & Trust Co. et al.*, also on certiorari to the same court.

that the NCUA had permissibly interpreted §109. The Court of Appeals again reversed, concluding that the District Court had incorrectly applied *Chevron*.

Held:

1. Respondents have prudential standing under the APA to seek federal-court review of the NCUA's interpretation of §109. Pp. 7–19.

(a) A plaintiff will have prudential standing under by §10(a) of the APA if the interest the plaintiff seeks to protect is arguably within the zone of interests to be protected or regulated by the statute in question. See, e.g., *Association of Data Processing Service Organizations, Inc. v. Camp*, 397 U. S. 150, 152–153. P. 7.

(b) Although this Court's prior cases have not stated a clear rule for determining when a plaintiff's interest is “arguably within the zone of interests” to be protected by a statute, four of them have held that competitors of financial institutions have prudential standing to challenge agency action relaxing statutory restrictions on those institutions' activities. *Data Processing, supra*, at 157; *Arnold Tours, Inc. v. Camp*, 400 U. S. 45, 46 (*per curiam*); *Investment Company Institute v. Camp*, 401 U. S. 617, 621; *Clarke v. Securities Industry Assn.*, 479 U. S. 388, 403. Pp. 7–11.

(c) In applying the “zone of interests” test, the Court does not ask whether Congress specifically intended the statute at issue to benefit the plaintiff, see, e.g., *Clarke, supra*, at 399–400. Instead, it discerns the interests “arguably . . . to be protected” by the statutory provision and inquires whether the plaintiff's interests affected by the agency action in question are among them, see, e.g., *Data Processing, supra*, at 153. By its express terms, §109 limits membership in every federal credit union to members of definable “groups.” Because federal credit unions may, as a general matter, offer banking services only to members, see, e.g., 12 U. S. C. §§1757(5)–(6), §109 also restricts the markets that every federal credit union can serve. Although these markets need not be small, they unquestionably are limited. The link between §109's regulation of membership and its limitation on the markets that can be served is unmistakable. Thus, even if it cannot be said that Congress had the specific purpose of benefiting commercial banks, one of the interests “arguably . . . to be protected” by §109 is an interest in limiting the markets that federal credit unions can serve. This interest is precisely the interest of respondents affected by the NCUA's interpretation of §109. As competitors of federal credit unions, respondents certainly have an interest in limiting the markets that federal credit unions can serve, and the NCUA's interpretation has affected that interest by allowing federal credit unions to increase their customer base. Section 109 cannot be distinguished in this regard from the statutory provisions at

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issue in *Clarke*, *ICI*, *Arnold Tours*, and *Data Processing*. Pp. 11–15.

(d) Respondents' interest is therefore arguably within the zone of interests to be protected by §109. Petitioners principally argue that respondents lack standing because there is no evidence that the Congress that enacted §109 was concerned with commercial banks' competitive interests. This argument is misplaced. To accept that argument, the Court would have to reformulate the "zone of interests" test to require that Congress have specifically intended to benefit a particular class of plaintiffs before a plaintiff from that class could have standing under the APA to sue. Petitioners also mistakenly rely on *Air Courier Conference v. Postal Workers*, 498 U. S. 517, 519. Unlike the plaintiffs there who were denied standing, respondents here have "competitive and direct injury," 498 U. S., at 528, n. 5, as well as an interest "arguably . . . to be protected" by the statute in question. Under the Court's precedents, it is irrelevant that in enacting the FCUA, Congress did not specifically intend to protect commercial banks, as is the fact that respondents' objectives in this action are not eleemosynary in nature. Pp. 15–19.

2. The NCUA's interpretation of §109— whereby a common bond of occupation must unite only the members of each unrelated employer group— is impermissible under the first step of the analysis set forth in *Chevron*, see 467 U. S., at 842–843, because that interpretation is contrary to the unambiguously expressed intent of Congress that the *same* common bond of occupation must unite each member of an occupationally defined federal credit union. Several considerations compel this conclusion. First, the NCUA's interpretation makes the statutory phrase "common bond" surplusage when applied to a federal credit union made up of multiple unrelated employer groups, because each such "group" already has its own "common bond," employment with a particular employer. If the phrase "common bond" is to be given any meaning when the employees in such groups are joined together, a different "common bond"— one extending to each and every employee considered together— must be found to unite them. Second, the interpretation violates the established canon of construction that similar language within the same statutory section must be accorded a consistent meaning. Section 109 consists of two parallel clauses: Federal credit union membership is limited "to groups having a common bond of occupation or association, or to groups within a well-defined neighborhood, community, or rural district." The NCUA has never interpreted, and does not contend that it could interpret, the geographic limitation to permit a credit union to be composed of members from an unlimited number of unrelated geographic units. The occupational limitation must be interpreted in the same way. Finally, the NCUA's interpretation has the potential to

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read the words “shall be limited” out of the statute entirely. The interpretation would allow the chartering of a conglomerate credit union whose members included the employees of every company in the United States. Section 109 cannot be considered a *limitation* on credit union membership if at the same time it permits such a *limitless* result. Pp. 19–23.

90 F. 3d 525, affirmed.

THOMAS, J., delivered an opinion, which was for the Court except as to footnote 6. REHNQUIST, C. J., and KENNEDY and GINSBURG, JJ., joined that opinion in full, and SCALIA, J., joined except as to footnote 6. O’CONNOR, J., filed a dissenting opinion, in which STEVENS, SOUTER, and BREYER, JJ., joined.