IN THE SUPREME COURT OF TEXAS

NO. 15-0635

BANKDIRECT CAPITAL FINANCE, LLC,
A SUBSIDIARY OF TEXAS CAPITAL BANK, N.A., PETITIONER,

v.

PLASMA FAB, LLC AND RUSSELL MCCANN, RESPONDENTS

ON PETITION FOR REVIEW FROM THE
COURT OF APPEALS FOR THE THIRD DISTRICT OF TEXAS

Argued December 6, 2016

JUSTICE WILLETT delivered the opinion of the Court, in which JUSTICE GREEN, JUSTICE LEHRMANN, JUSTICE BOYD, JUSTICE DEVINE, and JUSTICE BROWN joined.

JUSTICE GUZMAN filed a concurring opinion.

JUSTICE JOHNSON filed a dissenting opinion, in which CHIEF JUSTICE HECHT joined.

Verbis legis tenaciter inhaerendum.

"Hold tight to the words of the law." This maxim, fittingly the lead epigraph to *Reading Law*,[1] captures the foremost task of legal interpretation: divining what the law *is*, not what the interpreter *wishes* it to be.

[1] ANTONIN SCALIA & BRYAN A. GARNER, READING LAW: THE INTERPRETATION OF LEGAL TEXTS v (2012).

The lion's share of modern appellate judging is reading legislative language and decoding what it means. On that score, our interpretive precedent favors bright lines and sharp corners. If a case can be decided according to the statute itself, it must be decided according to the statute itself. This is a bedrock principle.

Today's case asks whether a notice provision in the Texas Premium Finance Act should be read as written, or instead whether the Court should adopt a "substantial compliance" approach that excuses slip-ups. We opt for the former. The Legislature has codified "substantial compliance" throughout Texas law—including in other Insurance Code notice provisions—forgiving less-than-strict conformity with various statutory commands. But it did not do so here. We decline to engraft what lawmakers declined to enact.

We affirm the court of appeals' judgment.

I

The relevant facts are both undisputed and uncomplicated.

In May 2008, Plasma Fab, LLC obtained a general liability insurance policy from Scottsdale Insurance Company and financed the policy through a premium finance agreement with BankDirect Capital Finance, LLC. BankDirect paid the annual premium to Scottsdale, and Plasma Fab made monthly payments to BankDirect.

The agreement between BankDirect and Plasma Fab included a power-of-attorney clause that gave BankDirect authority, upon Plasma Fab's default, to cancel the insurance policy, collect the unearned premiums from Scottsdale, and apply them to the loan balance. Importantly, the power-of-attorney clause granted BankDirect this cancel-and-collect authority only "after proper notice has been mailed as required by law," specifically section 651.161 of the Texas Premium

Finance Act ("Cancellation of Insurance Contract"), which prescribes certain notice-before-cancellation requirements.[2] One such requirement: The premium finance company must mail to the defaulting insured a notice of intent to cancel that states a time by which default must be cured, and "[t]he stated time may not be earlier than the 10th day after the date the notice is mailed."[3]

Plasma Fab was habitually late in making premium payments to BankDirect. In fact, Scottsdale, through BankDirect, had twice canceled Plasma Fab's insurance policy before due to late payments. Each time, BankDirect mailed written notice to Plasma Fab, giving notice of its intent to cancel the policy if Plasma Fab did not pay the past-due premium. Each time, Plasma Fab failed to cure its default by the scheduled cancellation date, and BankDirect directed Scottsdale to cancel the policy. Each time, Plasma Fab eventually paid the overdue premium, and BankDirect contacted Scottsdale and requested reinstatement of the policy. But this time, when Plasma Fab missed its November 2008 payment, BankDirect sent a notice of intent to cancel the policy effective December 4. The notice was dated November 24, ten days before the cancellation date. But it was not mailed until November 25, nine days before the cure deadline stated in the notice. The notice thus violated section 651.161(b) because the "stated time" in the notice was "earlier than the 10th day after the date the notice [was] mailed."[4]

Plasma Fab did not pay the past-due premium by December 4, and BankDirect sent a notice of cancellation to Scottsdale that evening. Four days later, a fire destroyed an apartment complex where Plasma Fab's employees worked. The next day, Plasma Fab tendered the overdue amount,

[2] TEX. INS. CODE § 651.161.

[3] *Id.* § 651.161(b).

[4] *Id.*

and BankDirect requested that Scottsdale reinstate the policy. Scottsdale refused, citing internal procedures forbidding reinstatement of policies that have been cancelled three times. In February 2009, Plasma Fab was sued for damages arising out of the fire. Scottsdale denied coverage, and judgment for almost $6 million was ultimately rendered against Plasma Fab.

Plasma Fab and Russell McCann, its sole shareholder, sued Scottsdale and BankDirect for breach of contract, breach of fiduciary duty, deceptive trade practices, and negligent misrepresentation. Plasma Fab contended the defendants had no right to cancel the policy because BankDirect failed to comply with the Insurance Code's ten-day notice requirement. The trial court disagreed and granted summary judgment to Scottsdale and BankDirect on all claims.[5]

The court of appeals reversed as to Plasma Fab's claims against BankDirect, holding that because BankDirect mailed its notice one day late, it lacked authority to cancel the policy.[6]

II

The issue is simply stated: Did BankDirect properly exercise its authority under Insurance Code section 651.161 when it cancelled Plasma Fab's insurance policy?

When BankDirect mailed the cancellation notice, it was acting pursuant to the parties' finance agreement.[7] But that agreement only granted BankDirect the authority to cancel "after proper notice has been mailed as required by law," namely section 651.161(b):

> The insurance premium finance company must mail to the insured a written notice that the company will cancel the insurance contract because of the insured's default

[5] Plasma Fab appealed the grant of Scottsdale's motion for summary judgment, and the court of appeals affirmed. Plasma Fab does not appeal that holding here, and Scottsdale is not a party to this appeal.

[6] *Plasma Fab, LLC v. BankDirect Capital Fin., LLC*, 468 S.W.3d 121, 127 (Tex. App.—Austin 2015).

[7] The parties disagree on whether this power-of-attorney clause should, as a matter of contract interpretation, be strictly construed in favor of Plasma Fab, and whether the clause imposed a fiduciary duty on BankDirect. We do not reach these issues and neither approve nor disapprove of the court of appeals' treatment of them.

> in payment unless the default is cured at or before the time stated in the notice. The stated time may not be earlier than the 10th day after the date the notice is mailed.[8]

This statutory notice provision *says* ten days, but what does it mean? Can nine-days' notice be sufficient?

BankDirect urges a "substantial compliance" approach to interpreting section 651.161(b). That is, if the stated cancellation date is less than ten days after the notice was mailed, cancellation should be deemed effective on the earliest date allowed by the statute. Here, BankDirect argues, "the 'effective on the earliest date' rule satisfies the purpose of the notice statute," adding that here, Plasma Fab actually received *more* than the required ten days to cure its default—waiting until Day Fourteen (the day after the fire occurred) before paying the past-due November premium. The cancellation notice was thus not *in*effective; it merely *became* effective on the tenth day—December 5. This view is eminently rational. Workable. Logical. There is just one glitch: It finds no home in the statute.

Many Texas statutes have slippery language. Section 651.161(a)–(b) is not one of them. Premium finance companies "may not cancel" an insured's policy unless they mail a notice of intent to cancel that states a cure deadline that is not earlier than the tenth day after the date the notice is mailed.[9] This notice requirement is unambiguous, and "[w]here text is clear, text is determinative."[10] Plain language disallows ad-libbing, a cardinal principle we have reaffirmed regularly.[11] BankDirect insists "legislative intent" compels a "substantial compliance" standard,

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[8] TEX. INS. CODE § 651.161(b).

[9] *Id.* § 651.161(a)–(b).

[10] *Entergy Gulf States v. Summers*, 282 S.W.3d 433, 437 (Tex. 2009).

[11] *See Paxton v. City of Dall.*, 509 S.W.3d 247, 257 (Tex. 2017) ("We have long held a statute's unambiguous language controls the outcome."); *Combs v. Health Care Servs. Corp.*, 401 S.W.3d 623, 629 (Tex. 2013) ("[W]e read

but "the truest manifestation of what lawmakers intended is what they enacted."[12] The Legislature "expresses its intent by the words it enacts and declares to be the law."[13]

Our refusal to engraft a "substantial compliance" exception seems particularly prudent given how ubiquitous "substantial compliance" is throughout Texas law. The Legislature has codified it repeatedly, including in other Insurance Code notice provisions. For example, section 826.105, governing the conversion of a mutual insurance company into a stock insurance company, states, "If the converting company in good faith substantially complies with the notice requirements of this chapter, the company's failure to send a member the required notice does not impair the validity of an action taken under this chapter."[14] A near-verbatim provision in another insurance-related statute likewise forgives noncompliant notice.[15]

"Substantial compliance" needs no judicial assist. Lawmakers have sprinkled it far and wide, in numerous statutes spanning diverse categories of legislation, including the Occupations

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unambiguous statutes as they are written, not as they make the most policy sense."); *Leland v. Brandal*, 257 S.W.3d 204, 206 (Tex. 2008) ("If the statute's language is unambiguous, its plain meaning will prevail."); *City of Hous. v. Jackson*, 192 S.W.3d 764, 774 (Tex. 2006) ("We decline to second-guess the Legislature's policy choice by adding language to an unambiguous statute.").

[12] *Tex. Student Hous. Auth. v. Brazos Cty. Appraisal Dist.*, 460 S.W.3d 137, 141 (Tex. 2015).

[13] *Molinet v. Kimbrell*, 356 S.W.3d 407, 414 (Tex. 2011). *See also, e.g., Dall. Cty. Cmty. Coll. v. Bolton*, 185 S.W.3d 868, 874 (Tex. 2005) ("[W]e decline to imply a legislative intent that is not reflected in the language of the statute.").

[14] TEX. INS. CODE § 826.105.

[15] *Id.* § 829.105.

Code,[16] the Business Organizations Code,[17] the Election Code,[18] the Government Code,[19] the Local Government Code,[20] the Estates Code,[21] the Business and Commerce Code,[22] the Water Code,[23] the Finance Code,[24] the Property Code,[25] and the Health and Safety Code.[26] This record of statutory usage demonstrates one thing convincingly: When the Legislature desires a not-so-bright line forgiving noncompliance, it knows what to say and how to say it. Instead, and we must presume the Legislature acted intentionally, not inadvertently, "it chose to enact more restrictive

[16] *See* TEX. OCC. CODE § 2001.314(c) (allowing for substantial compliance with the regulations governing an approved bingo worker's identification card).

[17] *See* TEX. BUS. ORG. CODE § 152.802(k) (stating that a limited-liability company's registration is valid so long as there is substantial compliance with the chapter's registration and reporting requirements).

[18] *See* TEX. ELEC. CODE § 18.065(a) (instructing the Secretary of State to monitor a registrar's actions for substantial compliance with various sections of the Code).

[19] *See* TEX. GOV'T CODE § 2001.035(a) (explaining that a rule is voidable unless a state agency adopts it in substantial compliance with the Code's requirements).

[20] *See* TEX. LOC. GOV'T CODE § 395.078 (stating that impact fees may not be held invalid due to noncompliance with notice standards when there is good faith substantial compliance).

[21] *See* TEX. EST. CODE § 251.104(d) (specifying that a substantially compliant affidavit is sufficient to self-prove a will).

[22] *See* TEX. BUS. & COM. CODE § 8.202(b)(2)(A) (applying the rules governing notices of defects of a security to government agencies after substantial compliance with legal requirements).

[23] *See* TEX. WATER CODE § 7.257(a)(1) (granting an affirmative defense in nuisance and trespass claims for those persons in substantial compliance with various state and federal rules and regulations); *id.* § 26.034(c) (instructing the commission to assure that plans and specifications of water-treatment facilities are in substantial compliance with commission standards).

[24] *See* TEX. FIN. CODE § 59.304(b) (making substantial compliance with regulations prima facie evidence of adequate safety measures related to unmanned teller machines).

[25] *See* TEX. PROP. CODE § 53.054(a) (allowing substantial compliance with statutory requirements for an affidavit regarding a mechanic's lien).

[26] *See* TEX. HEALTH & SAFETY CODE § 361.166(2) (instructing municipalities not to abolish or restrict solid-waste facilities operating in substantial compliance with applicable regulations); *id.* § 366.055(a) (commanding the commission to inspect sewer disposal systems for substantial compliance with the relevant regulations).

language, and we are bound by that restriction."[27] If, as BankDirect argues, judges are free to engraft "substantial compliance" whenever it seems reasonable, then the Texas statutes taking pains to codify it represent an "inexplicable exercise in redundancy."[28]

This is not to say this Court has never recognized "substantial compliance" in other statutory contexts. One example—uncited by the parties, by the court of appeals, by the amici curiae,[29] or by today's dissent—is *Roccaforte v. Jefferson County*,[30] a wrongful-termination suit brought by a deputy constable against his county employer. The county litigated the case for two-plus years and then, once limitations expired, sought dismissal complaining that Roccaforte had botched the post-suit notice requirement in section 89.0041 of the Local Government Code, which requires a person suing a county to give county officials written notice of the claim "by registered or certified mail."[31] Roccaforte's misstep? Notice was hand-delivered rather than mailed. Relying on this misstep, the county urged dismissal, but Roccaforte argued that "his substantial compliance with [the statute] should suffice."[32] The Court agreed, holding that because the county received

[27] *See W. Va. Univ. Hosps., Inc. v. Casey*, 499 U.S. 83, 99 (1991) (refusing to interpret "attorney's fees" in 42 U.S.C. § 1988 to include "expert fees" when several other fee-shifting statutes refer to them separately).

[28] *Id*. at 92.

[29] The Independent Bankers Association of Texas, Texas Bankers Association, and Texas Mortgage Bankers Association filed a joint letter in support of BankDirect's petition for review.

[30] 341 S.W.3d 919 (Tex. 2011).

[31] TEX. LOC. GOV'T CODE § 89.0041(b) ("The written notice must be delivered by certified or registered mail . . . .").

[32] *Roccaforte*, 341 S.W.3d at 926.

"the requisite notice" before the statute's deadline and was able to timely answer and defend the suit, "the trial court erred in dismissing Roccaforte's claims."[33]

Today's concurring opinion cites *Roccaforte* for the suggestion that we should hold that section 651.161 allows for substantial compliance.[34] But there are fundamental distinctions between *Roccaforte* and this case. Most notably, notice there was timely; notice here was not. Indeed, deputy constable Roccaforte went beyond what the statute required, opting for foolproof notice via personal service. The county conceded its officials had received actual and timely notice of every item section 89.0041 required. *Roccaforte* concerned the *manner* of timely notice, not the *mandate*. *Roccaforte* is therefore inapplicable to today's case addressing the legal effect of missing a statutorily mandated time period. On this point, our 2009 decision in *Edwards Aquifer Authority v. Chemical Lime, Ltd.*[35] is more analogous than *Roccaforte*. In *Chemical Lime*, a permit applicant missed a statutory filing deadline that, as here, made no allowance for extensions. We explained "substantial compliance with a statute means compliance with its essential requirements," and "[a] deadline is not something one can substantially comply with."[36] While *Chemical Lime* concerned a filing deadline rather than a notice-of-cancellation deadline, the root principle, we think, is the same: Noncompliance with a statutorily fixed time limit cannot be excused under the banner of

[33] *Id.* at 926–27.

[34] *See post* at __.

[35] 291 S.W.3d 392 (Tex. 2009).

[36] *Id.* at 403.

substantial compliance. The "essential requirement" of a deadline is the deadline, and, as with a missed statute of limitations, the *degree* of delay matters not: "A miss is as good as a mile."[37]

As the United States Supreme Court has explained, the notion that a post-deadline filing can be deemed compliant "is, to say the least, a surprising notion . . . without limiting principle," one that would invite "a cascade of exceptions that would engulf the rule."[38] By setting strict statutory deadlines, the Legislature accepts that they "necessarily operate harshly and arbitrarily with respect to individuals who fall just on the other side of them, but if a filing deadline is to have any content, the deadline must be enforced. . . . A filing deadline cannot be complied with, substantially or otherwise, by filing late—even by one day."[39]

In other words, absent statutory language to the contrary, a statutorily imposed time period does not allow for substantial compliance. Missing a filing deadline by one day—or giving nine days' notice instead of ten—might "substantially comply" with the statute's requirement. After all, nine is a substantial part of ten. But when it comes to statutorily required time periods, substantial compliance is insufficient.

The concurring opinion takes a different approach to reach the same result, concluding that substantial compliance is sufficient but only complete compliance is substantial.[40] Relying in part on *Chemical Lime*, the concurring opinion concludes that section 651.161 as a whole allows for substantial compliance but BankDirect failed to substantially comply with section 651.161 because

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[37] *Id.*

[38] *Id.* (quoting *United States v. Locke*, 471 U.S. 84, 100–01 (1985)).

[39] *Id.* (quoting *Locke*, 471 U.S. at 101).

[40] *Post* at ___.

it failed to fully comply with section 651.161(b) and (d)'s notice and mailing requirements.[41] In *Chemical Lime*, the Court was addressing a jury finding that the applicant had substantially complied with the statute's "permit application requirements" as a whole.[42] The Court did not decide whether the statute as a whole allowed for substantial compliance but instead only assumed that it did.[43] Under that assumption, and in light of the jury's finding, the issue was whether the applicant "substantially complied with the permit application process, one requirement of which was the filing deadline."[44] But as to that specific requirement—the statutory deadline the applicant had failed to meet—the Court recognized that substantial compliance was insufficient because a deadline is simply "not something one can substantially comply with."[45]

Here, because Plasma Fab argues that BankDirect failed to comply with section 651.161(b)'s time-period requirement, we need not engage in assumptions about whether section 651.161 as a whole allows for substantial compliance. BankDirect missed a statutory time-period requirement, not a manner-of-service requirement. And under *Chemical Lime*, a statutory time-period requirement does not allow for substantial compliance—it is simply "not something one can substantially comply with."[46] Even if nine days' notice substantially complies with section 651.161(b)'s ten-day requirement, that requirement does not allow for substantial compliance.

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[41] *See post* at ___ (citing TEX. INS. CODE § 651.161(b), (d)).

[42] *Chemical Lime*, 291 S.W.3d at 402.

[43] *Id.*

[44] *Id.* at 403.

[45] *Id.*

[46] *Id.*

Similarly, the time-period requirement in section 651.161(d) is only satisfied by full compliance.[47] Subsection (d) only allows a notice of cancellation to be mailed to the insurer *after* the time stated in the notice to the insured under subsection (b).[48] So contrary to the concurring opinion's approach, we need not reach the issue of whether BankDirect substantially complied because substantial compliance with the ten-days' notice requirement in subsection (b) and the cancellation time requirement in subsection (d) is simply insufficient.

The dissenting opinion, meanwhile, reaches the opposite result, relying not on *Roccaforte* but on the extrinsic "Statute Construction Aids" in the Code Construction Act, reliance we have repeatedly branded as "improper"[49] and "inappropriate"[50] when statutory language is clear.

The Code Construction Act's textual definitions can *clarify* meaning, but its nontextual enticements can *cloak* meaning. That is precisely why we have often rejected the Act's thumb-on-the-scale devices, because in today's statute-laden era, *how* we decide—legisprudence: the jurisprudence of legislation[51]—matters as much as *what* we decide. We must resist the interpretive free-for-all that can ensue when courts depart from statutory text to mine extrinsic clues prone to contrivance. The Code Construction Act offers a buffet of interpretive options, but to our credit,

[47] *See* TEX. INS. CODE § 651.161(d).

[48] *Id.* ("After the time stated in the notice required by Subsection (b), the insurance premium finance company may cancel [the] insurance contract by mailing a notice of cancellation to the insurer.").

[49] *Tex. Lottery Comm'n v. First State Bank of DeQueen*, 325 S.W.3d 628, 637 (Tex. 2010).

[50] *City of Rockwall v. Hughes*, 246 S.W.3d 621, 626 (Tex. 2008).

[51] *Legisprudence*, BLACK'S LAW DICTIONARY 1040 (10th ed. 2014) ("The systematic analysis of statutes within the framework of jurisprudential philosophies about the role and nature of law.").

we have often been picky eaters, opting instead for a simpler, less-manipulable principle: Clear text equals controlling text.

That said, it is unquestionably helpful that the Code Construction Act "provides guidance regarding some of the words and phrases used in statutes."[52] The Legislature routinely defines terms, both in individual statutes[53] and more generically in the Code Construction Act,[54] fixing words' meanings and limiting their implications. Time-honored canons of interpretation, both semantic and contextual, can aid interpretation, provided the canons esteem textual interpretation.

Indeed, two specific definitions in the Code Construction Act are relevant in today's case: "must" and "may not."[55]

1. "'Must' creates or recognizes a condition precedent."[56] Section 651.161(b) states that a premium finance company "*must* mail to the insured a written notice."[57]

2. "'May not' imposes a prohibition and is synonymous with 'shall not.'"[58] Section 651.161(a) states that a finance company "*may not* cancel [a policy] listed in a premium finance agreement except as provided by this section."[59] Similarly, section 651.161(b) says the date in the cancellation notice "*may not* be earlier than the 10th day after the date the notice is mailed."[60]

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[52] *See post* at ___.

[53] *See* TEX. INS. CODE § 651.001 (providing definitions for certain terms "[i]n this chapter").

[54] *See* TEX. GOV'T CODE § 311.016.

[55] *Id.* § 311.016(3), (5).

[56] *Id.* § 311.016(3).

[57] TEX. INS. CODE § 651.161(b) (emphasis added).

[58] TEX. GOV'T CODE § 311.016(5).

[59] TEX. INS. CODE § 651.161(a) (emphasis added).

[60] *Id.* § 651.161(b) (emphasis added).

The definitions in the Code Construction Act thus confirm that proper notice is a condition precedent to cancelling the policy.[61] The policy *may not* (read: shall not) be cancelled absent the procedure set forth in section 651.161.[62] A premium finance company (1) *must* mail the insured notice of intent to cancel, and (2) *may not* (read: shall not) state a date in the notice less than ten days after notice is mailed.[63]

The Code Construction Act does not stop at textual definitions, however. It also says judges "may consider" a host of extrinsic "Statute Construction Aids" beyond the Legislature's chosen language, "whether or not the statute is considered ambiguous on its face."[64] Judges are beckoned to weigh, among other things, the "object sought to be attained,"[65] "legislative history,"[66] "consequences of a particular construction,"[67] and "administrative construction of the statute."[68] But we have resolutely refused the Act's entreaties to disregard plain language: "We . . . do not resort to extrinsic aids . . . to interpret a statute that is clear and unambiguous."[69] Interpretive prescriptions, or permissions, to put a finger on the scale and stretch text beyond its permissible meaning invade the courts' singular duty to interpret the laws. Section 651.161 is unambiguous,

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[61] TEX. GOV'T CODE § 311.016(3); TEX. INS. CODE § 651.161(a)–(b).

[62] TEX. INS. CODE § 651.161(a).

[63] *Id.* § 651.161(b).

[64] TEX. GOV'T CODE § 311.023.

[65] *Id.* § 311.023(1).

[66] *Id.* § 311.023(3).

[67] *Id.* § 311.023(5).

[68] *Id.* § 311.023(6).

[69] *Sullivan v. Abraham*, 488 S.W.3d 294, 299 (Tex. 2016) (citing *City of Round Rock v. Rodriguez*, 399 S.W.3d 130, 137 (Tex. 2013)).

and plain language forbids open-ended improvisation, including the nontextual purposivism and consequentialism winked at in the Code Construction Act. Our aversion to extratextual impulses is less prudish than prudent: If it is not necessary to depart, it is necessary not to depart.

The dissent favors a "just and reasonable" outcome.[70] Respectfully, our role is to be neither generous nor parsimonious. Statutes that impose timelines naturally burden those who miss them. We must resist the temptation to alter a statute to realign perceived inequities, particularly when the Legislature has proven itself adept at enacting lenient "substantial compliance" language when it wishes. Our text-centric approach abjures the desire to cushion statutory strictness: "Although such results may seem harsh, they are mandated by the statutory language. . . ."[71] This provision, unlike others, insists on actual, as opposed to substantial, compliance.

A "substantial compliance" approach is undeniably pragmatic, but we read unambiguous statutes as written, "not as they make the most policy sense."[72] "Substantial compliance" may scratch an equitable itch, but "law, without equity, though hard and disagreeable, is much more desirable for the public good, than equity without law: which would make every judge a legislator, and introduce most infinite confusion."[73]

The parties contractually made notice "as required by law" a precondition to cancellation.[74] BankDirect failed to meet the law's unambiguous requirements, and the Legislature enacted an

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[70] *Post* at ___.

[71] *Drilex Sys., Inc. v. Flores*, 1 S.W.3d 112, 123 (Tex. 1999).

[72] *Health Care Servs. Corp.*, 401 S.W.3d at 629.

[73] 1 WILLIAM BLACKSTONE, COMMENTARIES ON THE LAWS OF ENGLAND 62 (4th ed. 1770).

[74] *See* TEX. GOV'T CODE § 311.016(3); TEX. INS. CODE § 651.161(a)–(b).

austere consequence for noncompliance: BankDirect "may not cancel" the policy.[75] Insufficient notice equals ineffective notice. The text is the alpha and the omega of the interpretive process. And when faced with unequivocal language, "the judge's inquiry is at an end."[76]

III

Separation of powers demands that judge-interpreters be sticklers. Sticklers about not rewriting statutes under the guise of interpreting them.[77] Sticklers about not supplanting our wisdom for that of the Legislature. Sticklers about a constitutional design that confers the power to adjudicate but not to legislate.

"If the text is unambiguous, we must take the Legislature at its word."[78] Plasma Fab received notice, but it did not receive notice "as required by law," meaning BankDirect lacked statutory (and contractual) authority to cancel the policy. The 10-day stated-notice precondition to cancellation in section 651.161(b), unlike other statutes, does not allow for substantial compliance. A looser, nontextual construction may temper statutory absoluteness and lead to more congenial policy outcomes, but fair reading now and again yields unfair results. As adjudicators we must read section 651.161(b) as written—in a manner faithful to what the law actually says—"despite

[75] TEX. INS. CODE § 651.161(a) ("An insurance premium finance company may not cancel an insurance contract . . . except as provided by this section for an insured's failure to make a payment at the time and in the amount provided in the agreement.").

[76] *Alex Sheshunoff Mgmt. Servs., L.P. v. Johnson*, 209 S.W.3d 644, 652 (Tex. 2006).

[77] *First State Bank of DeQueen*, 325 S.W.3d at 640 ("[W]hen the language of a statute is clear, it is not the judicial prerogative to go behind or around that language through the guise of construing it to reach what the parties or we might believe is a better result.") (citing *Harris Cty. Hosp. Dist. v. Tomball Reg'l Hosp.*, 283 S.W.3d 838, 847 (Tex. 2009)).

[78] *Sheshunoff*, 209 S.W.3d at 652 n.4; *see also Christus Health Gulf Coast v. Aetna, Inc.*, 397 S.W.3d 651, 654 (Tex. 2013).

its imperfections."[79] BankDirect contends "the purpose of the statute was satisfied." Perhaps. But our 181 legislators—who may have had 181 different motives, reasons, and understandings—nowhere codified an agreed purpose. When decoding statutory language, we are bound by the Legislature's prescribed means (legislative handiwork), not its presumed intent (judicial guesswork): "We must rely on the words of the statute, rather than rewrite those words to achieve an unstated purpose."[80]

Accordingly, we affirm the court of appeals' judgment and remand to the trial court for further proceedings consistent with this opinion.

Don R. Willett
Justice

OPINION DELIVERED: May 12, 2017

[79] *Stockton v. Offenbach*, 336 S.W.3d 610, 619 (Tex. 2011).

[80] *Jaster v. Comet II Constr., Inc.*, 438 S.W.3d 556, 571 (Tex. 2014) (plurality). "By sticking to our limited role, judges do more to improve the quality of the law than they ever could by decamping from text to hunt the snark of unvoiced legislative purpose." *Id.* at 574 (Willett, J., concurring).