STATE OF MINNESOTA
IN COURT OF APPEALS
A17-0489

Honorable Galen J. Vaa,
Appellant,

vs.

State of Minnesota, et al.,
Respondents.

Filed September 11, 2017
Affirmed
Reyes, Judge

Clay County District Court
File No. 14-CV-16-2405

Galen J. Vaa, Moorhead, Minnesota (attorney pro se)

Lori Swanson, Attorney General, Kathryn Iverson Landrum, Kathryn A. Fodness, Assistant Attorneys General, St. Paul, Minnesota (for respondents)

Considered and decided by Halbrooks, Presiding Judge; Reyes, Judge; and Florey, Judge.

U N P U B L I S H E D O P I N I O N

REYES, Judge

Appellant-judge appeals the dismissal of his claims raising various challenges to the interpretation of Minn. Const. art. VI, § 9 and the constitutionality of Minn. Stat. § 490.121, subd. 21d (2016) and Minn. Stat. § 490.125, subd. 1 (2016). We affirm.

FACTS

Appellant Honorable Galen J. Vaa, Judge of the Seventh Judicial District, appeals the district court's dismissal of this case under Minn. R. Civ. P. 12.02(e) for failure to state a claim upon which relief may be granted. All pertinent facts are undisputed.

Judge Vaa was appointed to the Seventh Judicial District in 1999 by Governor Jesse Ventura. He was subsequently elected to six-year terms in 2002, 2008, and 2014. Judge Vaa was born on March 5, 1948, and will turn 70 years old next year, at which point he will have to retire under Minn. Stat. § 490.121, subd. 21d and Minn. Stat. § 490.125, subd. 1 (the mandatory-retirement provision).

On July 15, 2016, Judge Vaa filed the underlying lawsuit seeking injunctive relief from the mandatory-retirement provision based on numerous constitutional challenges. Respondent State of Minnesota filed a motion to dismiss, and Judge Vaa filed a motion for summary judgment.

On March 14, 2017, the district court granted the state's motion to dismiss and determined that Judge Vaa's claims fail as a matter of law. The district court reasoned that the issues Judge Vaa raised have already been decided by the supreme court in *Saetre v State*, 398 N.W.2d 538 (Minn. 1986), and *Weis v. State*, 459 N.W.2d 129 (Minn. 1990). Judge Vaa filed his notice of appeal and a petition for accelerated review by the supreme court, which was denied. This appeal follows.

D E C I S I O N

Judge Vaa appeals the dismissal of his claims, challenging the district court's interpretation of article VI, section 9 of the Minnesota Constitution (the judicial-retirement

clause) and the constitutionality of the mandatory-retirement provision, which mandates retirement of judges upon attaining the age of 70. On appeal from a rule 12.02(e) dismissal, "[w]e review de novo whether a complaint sets forth a legally sufficient claim for relief. We accept the facts alleged in the complaint as true and construe all reasonable inferences in favor of the nonmoving party." *Walsh v. U.S. Bank, N.A.*, 851 N.W.2d 598, 606 (Minn. 2014) (citation omitted). This court will not uphold a dismissal under rule 12.02(e) "if it is possible on any evidence which might be produced, consistent with [appellant's] theory, to grant the relief demanded." *N. States Power Co. v. Franklin*, 265 Minn. 391, 395, 122 N.W.2d 26, 29 (1963).

Judge Vaa specifically argues that (1) stare decisis does not apply with regard to *Saetre* and *Weis*, or alternatively, these opinions should be overruled; (2) the supreme court, in *Saetre* and *Weis*, failed to apply a proper constitutional analysis of these provisions; (3) the judicial-retirement clause does not clearly and unmistakably authorize the mandatory-retirement provision; (4) the plain language of the judicial-retirement clause does not empower the legislature to enact the mandatory-retirement provision because it is "strictly limited to providing retirement benefits for district court judges"; and (5) the judicial-retirement clause conflicts with article VI, section 7 (the term-of-office clause) and article VII, section 6 (the elective-franchise clause).

We conclude that *Saetre* and *Weis* control and are dispositive of all of Judge Vaa's claims. We address issues (1) through (4) together and issue (5) separately.

I. *Saetre* and *Weis* are binding precedent holding that the judicial-retirement clause of the Minnesota Constitution clearly authorizes the mandatory-retirement provision.

In 1956, by way of constitutional amendment, the legislature added the judicial-retirement clause to the state constitution, which states:

> The legislature may provide by law for retirement of all judges and for the extension of the term of any judge who becomes eligible for retirement within three years after expiration of the term for which he is selected. The legislature may also provide for the retirement, removal or other discipline of any judge who is disabled, incompetent or guilty of conduct prejudicial to the administration of justice.

Minn. Const. art. VI, § 9.

In 1973, in response to this constitutional clause, the state legislature enacted the Uniform Retirement and Survivors' Annuities for Judges Act (the act). *See* 1973 Minn. Laws, ch. 744, §§ 1-13, at 2227-36; *see also* Minn. Stat. §§ 490.121- .133 (2016); *Saetre*, 398 N.W.2d at 541. As part of the act, the legislature set a mandatory retirement age of 70 for all state judges. *See* Minn. Stat. §§ 490.121, subd. 21d; .125, subd. 1.

In *Saetre*, the Honorable Gaylord A. Saetre, also from the Seventh Judicial District, challenged the constitutionality of the mandatory-retirement provision, arguing that the judicial-retirement clause does not allow the legislature to enact a mandatory-retirement provision, but rather that clause is limited to providing for retirement benefits. 398 N.W.2d at 540-41. Judge Saetre also argued that the mandatory-retirement provision conflicts with the term-of-office clause as well as other constitutional clauses. *Id*. In upholding the constitutionality of the mandatory-retirement provision, the supreme court held that "the clear intention of Minn. Const. art. [VI], § 9 is to empower the legislature to develop a

comprehensive plan for the retirement of judges, not strictly limited to a provision of benefits . . . . A mandatory-retirement provision is an appropriate component of this comprehensive plan." *Id.* at 541. Finally, the supreme court held that mandating retirement at age 70 "constitutes a reasonable exercise of [the legislature's] authority" under the judicial-retirement clause. *Id.*

In *Weis*, the supreme court again addressed a constitutional challenge to the mandatory-retirement provision by the Honorable Rainer L. Weis. In a succinct opinion, the supreme court reaffirmed the legal pronouncement espoused in *Saetre* and upheld the constitutionality of the mandatory-retirement provision. 459 N.W.2d at 129.

Here, the district court, in a thorough and well-reasoned order, based its dismissal of this case mainly on the supreme court's decisions in *Saetre* and *Weis*. The district court determined that these cases are compelling and binding precedent under the doctrine of stare decisis that bar Judge Vaa's lawsuit. We agree.

First, *Saetre* and *Weis* are binding precedent, and Judge Vaa's claim that stare decisis does not apply fails. The doctrine of stare decisis directs courts to adhere to prior decisions in order to maintain stability and fairness in the law. *Doe v. Lutheran High Sch. of Greater Minneapolis*, 702 N.W.2d 322, 330 (Minn. App. 2005), *review denied* (Minn. Oct. 26, 2005). While this court may overrule its own precedent if there is a compelling reason to do so, *State v. Martin*, 773 N.W.2d 89, 98 (Minn. 2009), we cannot overrule supreme court precedent and are bound by its decisions. *State v. M.L.A.*, 785 N.W.2d 763, 767 (Minn. App. 2010), *review denied* (Minn. Sept. 21, 2010).

Next, although Judge Vaa claims that *Saetre* is not binding precedent because the supreme court failed to engage in a proper constitutional analysis, the supreme court expressly considered the constitutionality of the mandatory-retirement provision as it relates to the judicial-retirement clause. The first step in resolving any constitutional issue is to look to the language of the constitution. *Schowalter v. State*, 822 N.W.2d 292, 300 (Minn. 2012) (citing *State ex rel. Gardner v. Holm*, 241 Minn. 125, 129, 62 N.W.2d 52, 55 (1954) (stating that "the language of the [clause] itself is the best evidence of the intention of the framers of the constitution")). In *Saetre*, the supreme court examined the mandatory-retirement provision and held that it is constitutional under the judicial-retirement clause, which broadly empowers the legislature to provide the method and procedures for the retirement of Minnesota judges, and that the mandatory-retirement provision is a reasonable implementation of that constitutional authority. 398 N.W.2d at 541. Therefore, Judge Vaa's second argument that the Minnesota Supreme Court failed to engage in a proper constitutional analysis is without merit.

Finally, *Saetre* explicitly addresses and disposes of Judge Vaa's third and fourth arguments that the judicial-retirement clause does not clearly authorize the mandatory-retirement provision and that the legislature is limited to providing retirement benefits for judges. The supreme court stated, "It is our view that the *clear intention* of Minn. Const. art. [VI], § 9 is to empower the legislature to develop a comprehensive plan for the

retirement of judges, *not strictly limited to a provision of benefits*."[1] *Id*. (emphasis added). In sum, Judge Vaa's arguments fail because *Saetre* and *Weis* are binding precedent on these issues.

II. The judicial-retirement clause is consistent with the term-of-office and elective-franchise clauses of the Minnesota Constitution.

Judge Vaa argues that *Saetre* is inapplicable and not binding precedent because the supreme court did not explicitly address whether the term-of-office clause or the elective-franchise clause conflict with the judicial-retirement clause. Judge Vaa further asserts that, because of this conflict, we should interpret the judicial-retirement clause to harmonize and give effect to all three constitutional clauses. Judge Vaa cites to the principle that "*stare decisis* is never properly invoked unless in the decision put forward as precedent the judicial mind has been applied to and passed upon the precise question." *Fletcher v. Scott*, 201 Minn. 609, 613, 277 N.W. 270, 272 (1938). We are not persuaded.

We first note that the issue of whether the judicial-retirement clause conflicts with the term-of-office clause regarding a judge's term of office and election was expressly raised and rejected in *Saetre*. 398 N.W.2d at 540-41. The term-of-office clause states that "[t]he term of office of all judges shall be six years and until their successors are qualified." This constitutional clause defines the length of a judge's term of office but it does not limit the removal of judges for other reasons and, as *Saetre* made clear, "retirement terminates

[1] Judge Vaa dedicates much effort to arguing that the meaning of "retirement" in the judicial-retirement clause is limited to providing financial benefits. By its holding, the supreme court clearly rejected this interpretation in *Saetre*. 398 N.W.2d at 540-41

both the tenure and *term of office*." 398 N.W.2d at 541 (emphasis added). *Saetre* is controlling and binding precedent on this issue. *M.L.A.*, 785 N.W.2d at 767.

While the issue of whether the judicial-retirement clause conflicts with the elective-franchise clause was not expressly raised in *Saetre*, we reject Judge Vaa's argument for several reasons. First, we note that the supreme court dismissed Judge Saetre's argument that the judicial-retirement clause conflicted with numerous other constitutional clauses, including the term-of-office clause, concerning judicial term of office and election. *Id.* at 540-41. We start with the presumption that the supreme court's interpretation of the judicial-retirement clause does not conflict with any other constitutional clauses, including those not specifically raised in *Saetre*. *See Clark v. Ritchie*, 787 N.W.2d 142, 147 n.4 (Minn. 2010) ("Constitutional [clauses], like statutory provisions, are to be interpreted in light of each other to avoid conflicting interpretations.").

Second, *Saetre* establishes supreme court precedent that the legislature is broadly empowered to enact the mandatory-retirement provision. 398 N.W.2d at 541. The *Saetre* decision did not involve an as-applied constitutional challenge nor did it include any language to indicate that the supreme court intended to limit its holding to the facts and arguments of that case.

Third, in *Weis*, the supreme court had the opportunity to limit or overrule *Saetre*. Instead, it unequivocally affirmed that precedent. 459 N.W.2d at 129.

Fourth, like the term-of-office clause, the elective-franchise clause governs eligibility to become a judge, which is a different concept than setting a mandatory retirement age. Meeting the eligibility requirements is a threshold consideration that

permits an individual to hold office as a judge in the first instance so long as the person is entitled to vote and is 21 years old. Mandating retirement subsequently terminates a person's eligibility to hold office because "retirement terminates both the tenure and term of office" "for which [the judge] was elected." *Saetre*, 398 N.W.2d at 541.

Finally, the elective-franchise clause provides a carve-out exception to the general eligibility requirements for election to any office: "except as otherwise provided in this constitution." This exception allows the judicial-retirement clause to be interpreted consistent with the elective-franchise clause. Accordingly, we are bound by the supreme court's holding enunciated in *Saetre* and affirmed in *Weis* that the mandatory retirement-age provision is constitutional.

We commend Judge Vaa for his service to the State of Minnesota and his desire to continue to serve beyond the age of 70. However, both the legislature and the Minnesota Supreme Court have clearly and unequivocally spoken on this issue.

Affirmed.