## T

**1AR – Planetary Boundaries**

**1. Industrial ag triggers existential planetary boundaries. Agrochemicals, pesticides causing biod loss, nitrogen fertilizer emissions, water eutrophiciation and oxygen depeltion.**

**2. Brink is now. We’re reaching the upper limit of nitrogen loss, that’s Billen.**

**T Subs = %**

**T Subs = %---2AC**

**1. We meet:**

**a. TEXT---the word is in the plan, which is most objective.**

**b. FUNCTION---all workers receive strengthened rights on the condition that they join an ag coop.**

**c. GRAMMAR---generic statements are proven true by subsets.**

Andrei **Cimpian 10**, Amanda C. Brandone, Susan A. Gelman, Generic statements require little evidence for acceptance but have powerful implications, Cogn Sci. 2010 Nov 1; 34(8): 1452–1482

Generic statements (e.g., “Birds lay eggs”) express generalizations about categories. In this paper, we hypothesized that there is a paradoxical asymmetry at the core of generic meaning, such that these sentences have extremely strong implications but require little evidence to be judged true. Four experiments confirmed the hypothesized asymmetry: Participants interpreted novel generics such as “Lorches have purple feathers” as referring to nearly all lorches, but they judged the same novel generics to be true given a wide range of prevalence levels (e.g., even when only 10% or 30% of lorches had purple feathers). A second hypothesis, also confirmed by the results, was that novel generic sentences about dangerous or distinctive properties would be more acceptable than generic sentences that were similar but did not have these connotations. In addition to clarifying important aspects of generics’ meaning, these findings are applicable to a range of real-world processes such as stereotyping and political discourse.

1. Introduction

A statement is generic if it expresses a generalization about the members of a kind, as in “Mosquitoes carry the West Nile virus” or “Birds lay eggs” (e.g., Carlson, 1977; Carlson & Pelletier, 1995; Leslie, 2008). Such generalizations are commonplace in everyday conversation and child-directed speech (Gelman, Coley, Rosengren, Hartman, & Pappas, 1998; Gelman, Taylor, & Nguyen, 2004; Gelman, Goetz, Sarnecka, & Flukes, 2008), and are likely to foster the growth of children’s conceptual knowledge (Cimpian & Markman, 2009; Gelman, 2004, 2009). Here, however, we explore the semantics of generic sentences—and, in particular, the relationship between generic meaning and the statistical prevalence of the relevant properties (e.g., what proportion of birds lay eggs).

Consider, first, generics’ truth conditions: Generic sentences are often judged true despite weak statistical evidence. Few people would dispute the truth of “Mosquitoes carry the West Nile virus”, yet only about 1% of mosquitoes are actually carriers (Cox, 2004). Similarly, only a minority of birds lays eggs (the healthy, mature females), but “Birds lay eggs” is uncontroversial. This loose, almost negligible relationship between the prevalence of a property within a category and the acceptance of the corresponding generic sentence has long puzzled linguists and philosophers, and has led to many attempts to describe the truth conditions of generic statements (for reviews, see Carlson, 1995; Leslie, 2008).

**3. Counter-interp: affs may strengthen CBRs for considerable subsets of the workforce.**

**4. Substantial is considerable.**

Shannon **Prost 4**, Judge at the United States Court of Appeals of the Federal Circuit, "Committee for Fairly Traded Venezuelan Cement, Plaintiff-Appellant, v. United States, Defendant-Appellee, and Cemex Venezuela, S.A.C.A. ('Vencemos'), Defendant-Appellee," 06/18/2004, http://www.ll.georgetown.edu/federal/judicial/fed/opinions/04opinions/04-1016.html

The URAA and the SAA neither amend nor refine the language of § 1677(4)(C). In fact, they merely suggest, without disqualifying other alternatives, a “clearly higher/substantial proportion” approach. Indeed, the SAA specifically mentions that no “precise mathematical formula” or “‘benchmark’ proportion” is to be used for a dumping concentration analysis. SAA at 860 (citations omitted); see also Venez. Cement, 279 F. Supp. 2d at 1329-30. Furthermore, as the Court of International Trade noted, the SAA emphasizes that the Commission retains the discretion to determine concentration of imports on a “case-by-case basis.” SAA at 860. Finally, the definition of the word “substantial” undercuts the CFTVC’s argument. The word “substantial” generally means “considerable in amount, value or worth.” Webster’s Third New International Dictionary 2280 (1993). It does not imply a specific number or cut-off. What may be substantial in one situation may not be in another situation. The very breadth of the term “substantial” undercuts the CFTVC’s argument that Congress spoke clearly in establishing a standard for the Commission’s regional antidumping and countervailing duty analyses. It therefore supports the conclusion that the Commission is owed deference in its interpretation of “substantial proportion.” The Commission clearly embarked on its analysis having been given considerable leeway to interpret a particularly broad term.

**5. OVERLIMITS. It’s functionally one aff; no single sector reaches 50%. Diversifying would require reading four affs in one, which gets crushed by PICs, OR reading new mechanisms, which can’t solve creative advantages since you still need ‘labor key.’**

**6. NEG BIAS. Employment law, 'shock' DAs, strong Ks, and win % prove AND serve as functional limits.**

**7. SOLVES GROUND. Size doesn’t matter. Congress hasn’t done labor policy in decades so any change is a massive departure that links to politics, economy, and midterms.**

**8. ARBITRARY OR UNGRAMMATICAL---substantial refers to strengthening rights, NOT number of workers---‘strength’ is unquantifiable AND ungrammatical readings are as unpredictable as non-resolutional theory, so can’t shape ground.**

**9. MIXES BURDENS---attracting more workers to a subset by increasing its attractiveness can make an aff become topical, OR automation can make an aff become untopical.**

**10. REASONABILITY. Avoids cheap shots and rewards substance. Competing interps causes a race to the bottom.**

**1AR – Strengthen**

#### The strength of a right refers to withstanding competing considerations. That’s distinct from the scope of a right.

Julie Copley 23, Lecturer in Construction and Property Law at University of Southern Queensland, PhD from University of Adelaide, LLM from Queensland University of Technology, LLB(Hons) from University of Queensland, "A right to adequate housing: Translating 'political' rhetoric into legislation," Australian Property Law Journal, vol. 31, 12/01/2023, p. 71, Lexis

In constitutional and human rights theory and practice, rights have two components.139 One is the scope of a right: the specific protections falling within the reach of the right.140 The other is the strength of a right: the right’s ‘power to withstand opposing considerations’, described also as the ‘core’ of the right.141 Örücü argues that positivisation of human rights is assisted greatly by identifying a right’s ‘inviolable and indefeasible content’.142 For a legislative process, Örücü says an identified core serves to check the tendencies of legislatures to confine rights, and to create extra awareness of the role and significance of a right among citizens, courts, scholars and those exercising public power.143

**T Subs = %---C/I---1AR**

**Substantial is considerable, NOT a specific percentage. You know it when you see it. Ag clearly meets---it’s a massive lit base and the food supply’s a key slice of the economy. That’s Prost.**

### 1AR – Predictability

**Substantial is meaningless.**

Jeffrey **Lehrberg 19**, Ph.D., University of California--Irvine; J.D., Wayne State University Law School, "One is the Loneliest Number That You'll Ever Do: Determining a Substantial Number of Components Under 35 U.S.C. § 271(f)(1) After Life Technologies Corp. v. Promega Corp.," Wayne Law Review, vol. 64, Winter 2019, pp. 503-519, Lexis

A. The Problem of "Substantial"

In lamenting his so-called mental disease, the protagonist of Edgar Allen Poe's "Berenice," describes one of his afflictions as having "to repeat, monotonously, some common word, until the sound, by dint of frequent repetition, ceased to convey any idea whatever to the mind . . . " 109 Here, Poe's protagonist might as well have been describing the word "substantial" as it is used in the legal profession, for the term has become ubiquitous notwithstanding a lack of consensus on its meaning. Indeed, a search for the term "definition of substantial" on the legal website Westlaw returns 110,637 hits. 110 And, as one scholar has put it, the term [\*517] "substantial" has no permanent definition, but instead "signifies a rancorous philosophical debate that has raged since ancient Greece." 111

The Oxford English Dictionary 112 defines substantial as (1) "[o]f considerable importance, size, or worth;" (2) "[c]oncerning the essentials of something;" (3) "[r]eal and tangible rather than imaginary." 113 In his analysis of the use of the word substantial, Michael Malaguti proposed that the word traces its roots to the classics, and those philosophers' attempts to define the meaning of "substance." 114 Here, Malaguti argues that both Plato and Aristotle focus on essence and "what lies beneath," as opposed to size. 115

One of the major issues of Life Technologies--whether "substantial" carries a qualitative or quantitative meaning--is reflected in the Oxford Dictionary definitions, with the first definition pertaining to quantity (e.g., size), and the second definition pertaining to quality (e.g., "the essentials of something"). 116

In Life Technologies, Promega argued that the term "substantial" as it applied to § 271(f)(1) required a "case-specific factual analysis, [and] not a rigid numerical threshold." 117 Promega reiterated the Federal Circuit's holding, namely, that "'there are circumstances in which a party may be liable under § 271(f)(1) for supplying . . . a single component for combination outside the United States,' and that 'based on the facts of this particular case,' a reasonable jury could have found Life Technologies liable." 118 In addition to providing a slew of favorable dictionary definitions, Promega put forth examples wherein courts had used a case-specific assessment to determine a substantial portion or [\*518] significant portion. 119 For example, Promega pointed to the use of a case-by-case analysis to determine whether "a substantial portion of a [tax] return" had been prepared by an individual for purposes of determining a "tax return preparer," and the case-by-case analysis regarding whether "all or a significant portion of [an endangered species'] range" was threatened for purposes of determining whether said species was endangered. 120 Promega certainly made a compelling argument for imbuing "substantial" with a qualitative meaning in some circumstances, not only by citing persuasive examples, but in an intuitive sense as well: for isn't a delicious meat-patty the substantial portion of a hamburger?

Promega--along with the Federal Circuit, and several random people on the street when surveyed 121 --endorsed the Aristotelian view of substantial that "with respect to any substance, [people] can typically distinguish between properties that are essential for the thing to be the kind of thing it is and properties that are inessential." 122

The Court rejected Promega's argument, and, in a clever procedural twist, removed even the possibility of future courts taking a case-by-case or fact-specific approach to whether a single item constitutes a "substantial portion" under § 271(f)(1). 123 In its analysis, the Court took a methodical approach, "turn[ing] to [the] ordinary meaning" of the word substantial, because the "Patent Act itself [did] not define the term." 124 Despite looking to the ordinary or common meaning, the Court found that there was no agreement when it came to the term "substantial," and that when "taken in isolation, [the term] might refer to an important portion or to a large portion." 125 The Court next turned to the use of the [\*519] term in the statute, which it held connotes a quantitative meaning based on the neighboring terms, and the way in which the statute was written. 126 Here, the Court commented on how § 271(f)(1) "consistently refers to 'components' in the plural," and moreover, that §§ 271(f)(1) and (f)(2) "work in tandem . . . [w]hereas § 271(f)(1) refers to 'components,' plural, § 271(f)(2) refers to 'any component,' singular." 127

Upon deciding that "'substantial portion' refers to a quantitative measurement" the Court proceeded to analyze the facts of the case under its newfound rubric, namely, "whether, as a matter of law, a single component can ever constitute a 'substantial portion' so as to trigger liability under § 271(f)(1)." 128 Here, by holding "as a matter of law," the Court made the question of whether a single component counts as substantial, a legal question, subject to de novo review, with no deference below; in other words, the Court removed single-component analysis out of the fact-finding realm, or "case-specific" realm (as Promega would have it, e.g., with the finder-of-fact deciding whether a single component is substantial), and made it a "purely legal exercise--always decided by the judge as a matter of law and never raising a question of fact." 129

One of the Court's problems with Promega's argument was that a case-specific test would provide no clear line for courts "to determine the relative importance of the components of an invention" or "for that matter, market participants attempting to avoid liability." 130 However, as the holding of Life Technologies did not "define how close to 'all' of the components 'a substantial portion' must be," a new problem has arisen: how many after a single component is substantial? 131 Since the holding of Deepsouth, and the subsequent passage of § 271(f), commentators have attempted to answer this question. 132

**T Subs = %---Arbitrary---1AR**

**Their interp’s arbitrary and ungrammatical. Substantial modifies ‘strengthen CBR’---in the sentence, it’s nowhere near ‘workers.’**

**Even if it was, it can’t be predictably applied. Is it half of employees? People who participate in the labor force? Americans? Do gray market employment like undocumented workers?**

**If a topical aff links to the econ DA and kills the industry it covers, does it stop being topical because the worker percentage falls under 50?**

**Any answer they give will be unpredictable because it’s not grounded in evidence: just whining about having to write multiple case negs.**

**T Subs = %---Limits---1AR**

**No limits impact. Their topic only sounds scary if you're accustomed to just debating fed workers.**

**An NDT for grown ups can handle multiple plans. Antitrust was far larger with tons of subsets yet plenty of ground: teams just researched generics!**

**Wages always link to rates DA. Cap debates are deep, lit-based, and best vs small cases that lack broad defenses of markets. Employment law can fiat any bargaining outcome. Advantages are slow, all end in the same two impacts, and are easy to outweigh with econ 'shocks' or politics.**

**Their interp creates just one aff, which is worse. It sounds better than no subsets, but since no one sector covers 50% in practice you’d have to staple multiple subsets together until you reach the right threshold. There’s a reason no one’s reading affs like that: the neg can crush them with PICs!**

### T Worker Subsets---Reasonability---1AR

Reasonability---rewarding T crowds out clash AND imposes an unpredictable death penalty on good faith innovation. Wake's been reading ag all year, not having a neg is malpractice.

Vote against their absurd AFFs when they happen, not against our well-researched, policy-relevant one.

## K

**T For Workers---2AC**

**4. CBRs protect rights to form or join labor organizations without reprisal.**

Andrea **McBarnette et al. 12**, McBarnette is Assistant U.S. Attorney, Senior Litigation Council, U.S. Attorney's Office for the District of Columbia. Currently an Administrative Law Judge for FERC. J.D., Georgetown, "American Federation of Government Employees, AFL-CIO, Local 3669, Appellee v. Eric K. Shinseki, Secretary for the U.S. Department of Veterans Affairs and Robert A. Petzel, Appellants," United States Court of Appeals, District of Columbia Circuit, Argued 11-09-2012, Decided 03-08-2013.

The VA points to no statute, dictionary, case, or other source of meaning that defines collective bargaining as encompassing all labor rights. Even if § 7422(a) had no explicit reference to the FSLMRS, including its definition of collective bargaining, we consider it highly unlikely that Congress intended to create ambiguity in light of the clear definition of collective bargaining elsewhere in labor law. For example, the National Labor Relations Act defines collective bargaining in a manner similar to the FSLMRS, calling collective bargaining

the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party.

29 U.S.C. § 158(d); see 5 U.S.C. § 7103(a)(12). This definition accords with the semantic meaning of "collective bargaining": "negotiation for the settlement of the terms of a collective agreement between an employer ... and a union," or "any union-management negotiation." WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY 445 (1981).

We have consistently distinguished between the limited collective bargaining right provided by § 7422 and labor rights more broadly. In Local 589, we stated that "Congress has gradually extended some of the protections in chapter 71 of title 5 to VA medical personnel, for example... by granting all VA medical personnel limited collective bargaining rights in 1991." 73 F.3d at 395 (emphases added). 35\*35 Similarly, in United States Department of Veterans Affairs, Washington, D.C. v. FLRA, we differentiated the "right to negotiate collective bargaining agreements, or to administer such agreements through grievance arbitration procedures" from "other rights protected by the FSLMRS, including `the right to form, join, or assist a labor organization without fear of penalty or reprisal.'" 1 F.3d 19, 21 & n. 1 (D.C.Cir.1993) (quoting United States Department of Veterans Affairs, Veterans Administration Medical Center, San Francisco, Cal., 40 F.L.R.A. 290, 301 (April 19, 1991)); cf. FLRA v. United States Department of the Treasury, Financial Management Service, 884 F.2d 1446, 1449 (D.C.Cir.1989) (referring to "collective bargaining" as a "process" of "contract negotiation"); id. at 1461 (Sentelle, J., concurring) (distinguishing between "collective bargaining" and "other representational activities"). Finally, the VA's interpretation does violence to the statutory text. It would be nonsensical to read the phrase "engage in collective bargaining with respect to conditions of employment," 38 U.S.C. § 7422(a), as "engage in labor rights with respect to conditions of employment."

Given the clear definition of collective bargaining, we hold that the district court correctly held that the VA Under Secretary lacked authority under § 7422(d) to exclude these ULPs from the FLRA's jurisdiction. The VA acknowledges — indeed, argues — that the phrase "collective bargaining" should be read the same in § 7422(a) and § 7422(b). As we have shown, "collective bargaining" in § 7422(a) has a narrow definition focused on negotiating a labor agreement, so "collective bargaining" in § 7422(b) has the same narrow meaning. The VA also relies on legislative history, but that reliance is fundamentally flawed. Legislative history cannot create ambiguity in a clear statutory text. See Milner, 131 S.Ct. at 1267.

Congress's intent is clear. "If the intent of Congress is clear, that is the end of the matter." Chevron, 467 U.S. at 842, 104 S.Ct. 2778. A necessary predicate to holding that a § 7422(b) exception to collective bargaining applies is that collective bargaining is at issue. Filing ULPs based on an alleged violation of the right to assist a labor organization does not inherently implicate the right to bargain collectively. Therefore, the Under Secretary's decision excluding the ULPs exceeded his statutory authority. See 5 U.S.C. § 706(2)(C).

**AND…**

Doug **O'Brien 4**, Minority Counsel, U.S. Senate Committee on Agriculture, Nutrition and Forestry, "Policy Approaches to Address Problems Associated with Consolidation and Vertical Integration in Agriculture," Drake Journal of Agricultural Law, vol. 9, Spring 2004, p. 33, Lexis

The essential problem with consolidation and vertical integration, when taken too far, is that such trends reduce choice in the marketplace. 5 Problems arise when one player has choices and the other player does not. 6 This lack of choice can lead to unequal bargaining power in business relationships. 7 With unequal bargaining power, the more dominant firm will almost always take advantage of the more vulnerable party by squeezing price, shifting liabilities, or [\*35] demanding certain things without paying an associated price. 8 Consolidation and vertical integration provide this type of setting. 9

The question for policy makers is how to deal with the possibility of abusive practices stemming from consolidation and vertical integration. 10 This outline presents different ways to affect the power imbalance in the food and agriculture sector. The first set of techniques go to the heart of the problem, attempting to equalize the bargaining power of the players by (1) affecting the structure of the industry and reducing the power of the stronger party, or by (2) encouraging collective bargaining and increasing the power of the weaker party. The second set of techniques is closely related to the first set, yet seem to accept the existence of a power imbalance. These techniques simply try to minimize the negative consequences of increased consolidation by (3) regulating the behavior of participants and (4) improving the enforcement of competition or trade practice laws.

II. Affect the Structure of the Industry

This approach will decrease power of one of the players, because it will provide more choices in the market place. 11 Proposed laws seek to accomplish this by limiting what certain firms may own or control. 12 However, critics argue that under this policy, the government might hinder the most efficient means of production 13 , and in any case, the government should not be in the business of dictating who owns what. Because these policies tend to have the most appreciable effect on certain market participants, they can also be the most controversial.

A. Prohibit Certain Businesses from Owning Certain Types of Businesses

A well-known example of this limited ownership concept is prohibiting packers from owning livestock. A similar approach was utilized in 1920, when the federal government forced packers to agree to no longer own or control mar [\*36] keting channels, including railroads and stockyards. 14 The Packer Consent Decree of 1920 enjoined the "Big Five" meatpackers

"both severally and jointly from (1) holding any interest in public stockyard companies, stockyard terminal railroads, or market newspapers, (2) engaging in, or holding any interest in, the business of manufacturing, selling or transporting any of 114 enumerated food products, (principally fish, vegetables, fruit, and groceries), and thirty other articles unrelated to the meat packing industry; (3) using or permitting others to use their distributive facilities for the handling of any of these enumerated articles, (4) selling meat at retail, (5) holding any interest in any public cold storage plant, and (6) selling fresh milk or cream." 15

Because this policy prohibits certain types of vertical integration, it is an attempt to thwart market manipulation and encourage access to the market for other participants. This policy can be implemented in a variety of ways, as indicated by the following three examples.

1. Merger Review

The merger provisions included in the Clayton Act grant the Department of Justice ("DOJ") and the Federal Trade Commission ("FTC") the authority to either block a merger or to require a firm to first spin off certain assets before it can acquire another firm. 16 For example, Smithfield Foods, the nation's largest hog processor, recently purchased the pork processing facilities of Farmland Industries, a cooperative that was previously the nation's sixth-largest pork producer and was involved in bankruptcy proceedings when the Smithfield acquisition was announced. 17 Because of the magnitude of the acquisition, Smithfield was required to file merger review documents with the DOJ. 18 A number of federal policy makers, especially those from the upper Midwest, urged DOJ to [\*37] closely review the proposed acquisition for possible negative effects on the hog market. 19 DOJ ultimately decided to not challenge the merger. 20

2. Break Up Firms

This approach may be the most drastic, because it forces firms to divest interests already owned. The Sherman Act provides the Department of Justice with this power, and DOJ has exercised the power in cases such as the break up of AT&T and the ongoing Microsoft case. 21

3. Prohibit Certain Types of Business Entities from Owning Farmland or Engaging in Farming Activities

A number of states have promulgated laws that prohibit certain types of corporations from owning or controlling farms; these laws attempt to encourage family farm ownership of agricultural assets. 22 Recently, however, parties have challenged the constitutionality of these laws on the basis of the Dormant Commerce Clause. 23 In essence, the claimants argue that state legislatures either intended, or the laws have the effect of, discriminating against out-of-state businesses. 24 Significantly, the Eighth Circuit recently held that Amendment E to South Dakota's Constitution, which prohibits certain corporations from acquiring land used for farming, was unconstitutional because it had a discriminatory purpose. 25 [\*38]

B. Increase Bargaining Rights

This approach attempts to increase the bargaining power of the party who traditionally has relatively little choice in the marketplace.

1. Cooperative Bargaining

The Capper Volsted Act provides producers of agricultural products the right to collectively bargain, and in essence, agree to prices among themselves, so long as the agreement does not "unduly enhance" prices. 26 The law provides limited immunity from antitrust laws. 27 The trade-off is that the cooperative must comply with one or both of the following: (1) operate in a democratic manner, i.e., one member-one vote, regardless of the amount of investment or (2) limit the return on investment to eight percent per year; in addition, the majority of the cooperative's business must come from its members. 28 Beyond the antitrust exemption, another advantage enjoyed by cooperatives is that income for a cooperative is taxed on either the cooperative or producer level. 29 This differs from regular, subchapter C corporations that pay income tax at both the cooperative and producer levels. 30 Many feel that producers seriously underutilize the opportunities afforded under the Capper Volsted Act. 31 Nevertheless, critics of cooperatives complain that some cooperatives are not responsive to producer's needs. 32 Meanwhile, cooperatives point out that their viability is threatened by the burgeoning of business organizations such as limited liability companies, because cooperatives have trouble competing for capital. 33 [\*39]

2. Protecting Producers' Rights to Form Cooperatives

Congress passed the Agricultural Fair Practices Act (AFPA) to protect a producer's right to join an association of producers. 34 The AFPA generally prohibits processors from discriminating against or intimidating producers who want to join, or are members of, an association. 35 A major limiting factor in the AFPA has become known as the "disclaimer clause." 36 This clause states that (1) a processor can refuse to deal with a producer for any reason other than the producer's relationship to an association, and (2) a processor may refuse to deal with any particular association. 37 This provision has largely gutted the law, because processors can usually point to some "legitimate" reason why it chooses to not deal with a producer. Legislative attempts have been made to address this problem. For instance, the Senate Chairman's Mark of the 2002 Farm Bill included a rewrite of the AFPA that deleted the disclaimer clause and made it unlawful for processors to not bargain in good faith with an association of producers. 38 No major amendments, however, have been made to the AFPA since its inception in 1968. 39

**6. 'For' means on behalf of.**

**Government of Manitoba 21**, "Appendix 1: Glossary of Terms," Freedom of Information and Protection of Privacy Resource Manual, Government of Manitoba, 2021, https://www.gov.mb.ca/asset\_library/en/fippa/resource\_manual/appendix\_glossary.pdf

for In the phrase “by or for”, "for" means on behalf of someone

else. For example, a record “created by or for” a person is a

record created by that person or by another person acting on

his or her behalf or at his or her request.

**7. PRECISION---'worker' was chosen for a reason, to avoid formal employment. They assume the NLRA is the sole source of meaning even though it doesn’t cover large parts of the economy, including public workers!**

**8. AFF GROUND---they make circumvention through reclassification AND PICs out of the label unbeatable.**

**9. NEG BIAS. Employment law, 'shock' DAs, strong Ks, and win % prove AND serve as functional limits.**

**10. COUNTER-INTERP: only our aff. If limits outweigh, it solves best.**

**11. REASONABILITY. Avoids cheap shots and rewards substance. Competing interps causes a race to the bottom.**

## T

### 1AR – Should

#### Should also means our interp!

**1NC Collins Dictionary**, “When do you use 'should' in English?”, No Date, <https://grammar.collinsdictionary.com/us/easy-learning/when-do-you-use-should-in-english>) rose

The modal verb should is used in the following ways:

to talk about moral obligation.

They should do what you suggest.

People should report this sort of thing to the police.

She suggested we should visit Aunty Irene more often.

Rob insisted that we should think of others before ourselves.

[THEIR CARDS ENDS HERE]

to give advice or instructions.

You should undo the top screws first.

You should keep your credit card in a safe place.

to suggest that something follows on logically from what has just been said.

They left here at 6 o’clock, so they should be home now.

to show politeness in a conditional clause. This use is common in formal written communication.

If you should decide to go, please contact us.

Should you need more information, please call the manager.

Should can be used with the main verb after certain set expressions such as, it is a pity that, it is odd that, I am sorry/surprised that. This is a more formal use than the same expression without should.

It’s a pity that this should happen.

I was quite surprised that he should be doing a job like that.

Should + the perfect form of the main verb can be used to express regret about something that was done or not done. Compare with ought to.

He should have stopped at the red light.

You should have told me you were ill.

When changing sentences from direct to reported speech, should does not change.

Anna said that I should try to relax more.

In formal English, should can be used with I or we in conditional clauses, instead of the more common would. This form is usually, but not always, found together with an if clause.

I should love to visit Peru if I had the money.

I should be very cross if they didn’t give me a certificate.

We should hate to miss the play.

In this sense, would is more common in modern spoken English.

I would love to visit Peru.

I would be very cross if they didn’t give me a certificate.

We would hate to miss the play.

### AT: Determinism

**Determinism is not true---multiple experiments.**

Michael **Egnor 19**. American Pediatric Neurosurgeon, Advocate of Intelligent Design, Discovery Institute. “But Is Determinism True?” Mind Matters. 2-20. https://mindmatters.ai/2019/02/but-is-determinism-true/

In 1964, Irish physicist John Bell (1928–1990) published a paper titled “On the Einstein Podolsky Rosen Paradox”. In it, he observed that there is a way to test determinism at the quantum level by measuring the ratio of quantum states of particles emitted by radioactive decay.1 Bell’s experiment has now been done many times, and the answer is unequivocal: determinism at the quantum level is not true. Nature is not deterministic.

The experiments showed that every quantum process entails some degree of “indeterminism”; that is, there are predictable probabilities but there is never certainty. If we knew the exact state of the universe at any given moment, we could still never know with certainty what would happen next. Technically, this means that there are no local “hidden variables” which really govern how things happen, as many determinists (including Albert Einstein) had hoped.

Determinism in nature has been shown, scientifically, to be false. There is no real debate about this among physicists. So the question as to whether determinism, if it really existed, would be compatible with free will is merely an academic question, an interesting bit of metaphysical speculation.

**Even if determinism is true---the epistemic and arbitrariness objections ensure free will.**

Matthew **Van Cleave 19**. Professor of Philosophy, Lansing Community College. “The Problem of Free Will and Determinism.” Introduction to Philosophy. 8-18. https://pressbooks.online.ucf.edu/introductiontophilosophy/chapter/the-problem-of-free-will-and-determinism/

Compatibilism

The best argument for compatibilism builds on a consideration of the difficulties with the incompatibilist definition of free will (which both the libertarian and the hard determinist accept). As defined above, compatibilists agree with the hard determinists that determinism is true, but reject the incompatibilist definition of free will that hard determinists accept. This allows compatbilists to claim that free will is compatible with determinism. Both libertarians and hard compatibilists tend to feel that this is somehow cheating, but the compatibilist attempts to convince us arguing that the strong incompatibilist definition of freedom is problematic and that only the weaker compatibilist definition of freedom—free actions are voluntary actions—will work. We will consider two objections that the compatibilist raises for the incompatibilist definition of freedom: the epistemic objection and the arbitrariness objection. Then we will consider the compatibilist’s own definition of free will and show how that definition fits better with some of our common sense intuitions about the nature of free actions.

The epistemic objection is that there is no way for us to ever know whether any one of our actions was free or not. Recall that the incompatibilist definition of freedom says that a decision is free if and only if I could have chosen otherwise than I in fact chose, given exactly all the same conditions. This means that if we were, so to speak, rewind the tape of time and be given that decision to make over again, we could have chosen differently. So suppose the question is whether my decision to make a cheese omelet for breakfast was free. To answer this question, we would have to know when I could have chosen differently. But how am I supposed to know that? It seems that I would have to answer a question about a strange counterfactual: if given that decision to make over again, would I choose the same way every time or not? How on earth am I supposed to know how to answer that question? I could say that it seems to me that I could make a different decision regarding making the cheese omelet (for example, I could have decided to eat cereal instead), but why should I think that that is the right answer? After all, how things seem regularly turn out to be not the case—especially in science. The problem is that I don’t seem to have any good way of answering this counterfactual question of what I would choose if given the same decision to make over again. Thus the epistemic objection[4] is that since I have no way of knowing whether I would/wouldn’t make the same decision again, I can never know whether any of my actions are free.

The arbitrariness objection is that it turns our free actions into arbitrary actions. And arbitrary actions are not free actions. To see why, consider that if the incompatibilist definition is true, then nothing determines our free choices, not even our own desires. For if our desires were determining our choices then if we were to rewind the tape of time and, so to speak, reset everything—including our desires—the same way, then given those same desires we would choose the same way every time. And that would mean our choice was not free, according to the incompatbilist. It is imperative to remember that incompatibilism says that if an action is not free if it is determined (including if it is determined by our own desires). But now the question is: if my desires are not causing my decision, what is? When I make a decision, where does that decision come from, if not from my desires and beliefs? Presumably it cannot come from nothing (ex nihilo nihil fit). The problem is that if the incompatibilist rejects that anything is causing my decisions, then how can my decisions be anything but arbitrary?