SUPREME COURT
OF THE UNITED STATES

IN THE SUPREME COURT OF THE UNITED STATES

- - - - - - - - - - - - - - - - - -

DAMON LANDOR,)

Petitioner,)

v.) No. 23-1197

LOUISIANA DEPARTMENT OF)

CORRECTIONS AND PUBLIC SAFETY,)

ET AL.,)

Respondents.)

- - - - - - - - - - - - - - - - - -

Pages: 1 through 142

Place: Washington, D.C.

Date: November 10, 2025

HERITAGE REPORTING CORPORATION

Official Reporters

1150 Connecticut Avenue, N.W., Suite 305

Washington, D.C. 20036

(202) 628-4888

www.hrcreporters.com

IN THE SUPREME COURT OF THE UNITED STATES

- - - - - - - - - - - - - - - - - - - -

DAMON LANDOR,)

Petitioner,)

v.) No. 23-1197

LOUISIANA DEPARTMENT OF)

CORRECTIONS AND PUBLIC SAFETY,)

ET AL.,)

Respondents.)

- - - - - - - - - - - - - - - - - - - -

Washington, D.C.

Monday, November 10, 2025

The above-entitled matter came on for oral argument before the Supreme Court of the United States at 10:05 a.m.

APPEARANCES:

ZACHARY D. TRIPP, ESQUIRE, Washington, D.C.; on behalf of the Petitioner.

LIBBY A. BAIRD, Assistant to the Solicitor General, Department of Justice, Washington, D.C.; for the United States, as amicus curiae, supporting the Petitioner.

J. BENJAMIN AGUI AGA, Solicitor General, Baton Rouge, Louisiana; on behalf of the Respondents.

C O N T E N T S

ORAL ARGUMENT OF:	PAGE:
ZACHARY D. TRIPP, ESQ.	
On behalf of the Petitioner	4
ORAL ARGUMENT OF:	
LIBBY A. BAIRD, ESQ.	
For the United States, as amicus curiae, supporting the Petitioner	66
ORAL ARGUMENT OF:	
J. BENJAMIN AGUI AGA, ESQ.	
On behalf of the Respondents	105
REBUTTAL ARGUMENT OF:	
ZACHARY D. TRIPP, ESQ.	
On behalf of the Petitioner	138

P R O C E E D I N G S

(10:05 a.m.)

CHIEF JUSTICE ROBERTS: We will hear argument first this morning in Case 23-1197, Landor versus Louisiana Department of Corrections and Public Safety.

Mr. Tripp.

ORAL ARGUMENT OF ZACHARY D. TRIPP

ON BEHALF OF THE PETITIONER

MR. TRIPP: Mr. Chief Justice, and may it please the Court:

It is undisputed that my client has alleged an assault that is just brazenly illegal. He was at Respondents' mercy in federally funded custody when he handed them a copy of controlling precedent holding that RLUIPA protected his right to keep his hair long. They threw it away, handcuffed him to a chair, and shaved him bald. It is the poster child for a RLUIPA violation, and the law provides a damages remedy.

This is spending legislation, so I want to go right to that and make two points about clarity and constitutionality.

So, first, on clarity, the whole point

of this law is to restore pre-Smith rights and remedies. Damages were available before Smith. They're available under RFRA. And RLUIPA uses identical language. They're like twins separated at birth. They clearly mean the same thing.

The individual capacity action is especially clear. On the face of the statute, it expressly authorizes suit against an official or any other person acting under color of state law. That obviously means individual capacity. And then, once you see there's an individual capacity action, the rest of it falls into line because damages -- the whole point of individual capacity is to have damages; damages are presumptively available against a non-sovereign; and without damages, officials can literally treat the law like garbage.

On constitutionality, it is undisputed, Respondents admit, they must comply with RLUIPA within the scope of their work as officers in a federally funded state prison. And this Court has already held in Salinas that officers in a federally funded state prison can

be held individually liable for misconduct that threatens the integrity or proper operation of the program, and that describes this case to a "T."

So RLUIPA is clear, it's constitutional, and we're asking the Court to reverse.

I welcome the Court's questions.

JUSTICE THOMAS: Do you have examples of causes of action for damages that are viable as a result of the spending -- exercise of the spending power?

MR. TRIPP: I mean, I think there's -- there's many statutes that have causes of action under the Spending Clause. I mean, under Talevski, the -- this Court held -- held that it was enforceable under Section 1983. We also give a long list in our brief of Spending Clause actions that include civil liability running all the way back to the founding. I mean, we give an example of a 1789 law, the false claims --

JUSTICE THOMAS: How do you -- how would you get to the authority under the Spending Clause to create these damages actions

that you suggest?

MR. TRIPP: So I think there's sort of two -- two paths in -- in --

JUSTICE THOMAS: Or in this case.

MR. TRIPP: In -- in this case, I think there's two paths to do it. One is to follow the path that this Court has set forth in -- in Salinas in particular, Salinas, Dixson, Laudani, and Hess, and to just hold that --

JUSTICE THOMAS: What was Salinas about?

MR. TRIPP: Salinas was about an officer in a federally funded state prison who accepted a bribe to provide preferential treatment.

JUSTICE THOMAS: And isn't there a difference between a bribe and a lawsuit for -- individual damages?

MR. TRIPP: Well, he was being -- held individually liable for criminal penalties, which I think is something that clearly requires the Necessary and Proper Clause in addition to just ordinary civil --

JUSTICE THOMAS: But I thought the

argument there was that if -- if you provide the -- the funds, you have a right to protect it?

MR. TRIPP: I mean, I -- I think that protection of funds -- well, maybe sort of two things. First, in Salinas, when the Court was describing the thing that -- that was the -- the -- was interfering with the proper operation of the program, it wasn't the acceptance of the bribe. It was the preferential conjugal visits. It was the misconduct itself and so just applying the test that Salinas set forth. And I think, actually, my friends don't --

JUSTICE SOTOMAYOR: To make that clear, there were no federal funds at issue. The bribe was going into a -- a correction officer's pocket, correct?

MR. TRIPP: That -- that's right. There was -- there was no -- no diversion of federal funds.

JUSTICE SOTOMAYOR: So no risk to the government's money?

MR. TRIPP: Say -- pardon? Say --

JUSTICE SOTOMAYOR: No risk to the

government's money?

MR. TRIPP: That -- that's -- or at least certainly not direct. If anything, it was prophylactic. And, here, I think it's really much more direct.

JUSTICE SOTOMAYOR: Slow down, counsel.

MR. TRIPP: Sorry.

JUSTICE SOTOMAYOR: The question there then was the risk to the government program, correct?

MR. TRIPP: Correct.

JUSTICE SOTOMAYOR: And, here, the risk is to what?

MR. TRIPP: To the government program to accommodate religious liberty. I mean, that's -- that's the heart of this program under RLUIPA, is, if you want federal funds for state prisons, you need to accommodate religious liberty.

CHIEF JUSTICE ROBERTS: Well, then to --

JUSTICE SOTOMAYOR: Now, going back to Justice Thomas's question about other statutes that are at risk if we were to hold that you

can't bind third parties, I have dozens of them cited by you and the government where we've permitted -- or causes of action with damages, Title IX, Title VI, the Federal Nursing Home Reform Act, the Emergency Medical Treatment Act, the antifraud statutes, there's a long list of statutes where we said the statutes can bind third parties, correct?

MR. TRIPP: Correct.

JUSTICE SOTOMAYOR: All right. Thank you.

CHIEF JUSTICE ROBERTS: Counsel, the basis for state liability here is, of course, an agreement with the federal government, right? In other words, they've cut a deal, get the money, and they're going to be -- have to comply with these conditions.

But there was no such arrangement with the defendant in this case, right?

MR. TRIPP: Well, I --

CHIEF JUSTICE ROBERTS: They didn't have a direct relationship with the federal government. They didn't get directly any federal financial assistance. So you don't have the same basis for liability as we do in

the other typical Spending Clause case, right?

MR. TRIPP: Right. It's -- it's indirect, right, because the officer -- and -- and what this Court said in -- in Rust is that if a person goes to work for a federally funded program, then they take the job subject to the conditions that Congress has attached to the funds.

And, of course, I think they -- they're -- they're already admitting, again, that they're bound by the substantive condition really by virtue of their choice to voluntarily work as officers in a federally funded program. And so I think it's that sort of the -- the -- the chain of privity is the thing that makes this case sort of considerably easier, I think, than a -- a case like Sabri or some others where you're trying to reach somebody who's a member of the general public, because these -- these are not members of the general public. They're state officers. They voluntarily accepted this job. They each have all of their own employment contracts, and they take it subject to that condition.

I think one thing that's also sort of

relevant is that as state officers in -- in a prison, individual capacity damages are the norm for them. The -- we have an amicus brief from former corrections officials who talk about how, of course, this is something that they're all trained on, everybody understands this because, under Section 1983, individual capacity damages are -- they're just the paradigmatic remedy --

JUSTICE KAVANAUGH: But the -- the hard part, as I see it, for your case for me is that you need a clear statement, and "appropriate relief," you know, is not as -- as clear as it could be in encompassing damages. So how do you deal with that? I -- I don't want to water down our precedent on that on -- but, at the same time, I want to hear your response to how you -- how you get there.

MR. TRIPP: Yeah. I -- I -- I think it's sort of -- the -- the first thing, and -- and I'd love for you to look at it -- it is just to lay eyes on the individual capacity action. It's in the Pet. App. At 41(a). It's got a cause of action. It's titled Judicial Relief, is the name of the statute, and then

subsection (a), Cause of Action.

A person may assert a violation of this chapter as a claim or defense in a judicial proceeding to obtain a appropriate relief against the government. Who is the government? You go in a few pages and it says an official or any other person acting under color of state law. And -- and that's just obviously individual capacity. Tanzin already says this. It says that it provides a clear answer, and the text is identical.

And then I think, once you see there's --

JUSTICE KAVANAUGH: Well, on -- on Tanzin, I'm not sure it quite says clear answer. I think it says it's the best answer, it's a traditional answer. I'm not sure it quite says --

MR. TRIPP: Sorry. One -- one -- one -- sorry, one -- one step. On individual capacity, it says --

JUSTICE KAVANAUGH: Yeah. Oh, yes. I'm talking about damages.

MR. TRIPP: Right. Yes. And then, once you see there is individual capacity --

JUSTICE KAVANAUGH: Yes.

MR. TRIPP: -- because I think it's express on the face of the statute, then you --

JUSTICE KAVANAUGH: I'm asking about damages.

MR. TRIPP: Right. Then, at that point, the -- the Franklin presumption kicks in because you have a cause of action against a non-sovereign, and -- and the ordinary rule at that point is, where there's a right, there's a remedy, right? There's a right. Congress has created expressly the cause of action, and damages are presumptively available unless Congress says otherwise.

It then taps into the very deep tradition that Tanzin sets out of individual capacity liability that goes all the way back to the early republic. That's what these have always been for, is to obtain damages. And if you can't obtain damages, the individual capacity action is -- is totally meaningless. You can already enjoin them in their official capacity. So the -- the only thing you get is damages.

And then I think also, I think, you

know, when you -- when you look at just the operation of this statute, the -- the -- the statute just doesn't actually provide its promised protection in a large set of cases if damages are not available.

And it's not just this case. I mean, I think, if you go through the amicus briefs, there are -- are many situations, some -- some very ugly ones, where, effectively, the -- the -- the statute is ineffective, and I think one of the things that particularly troubling about the way Respondents' rule would work is that the very officers who are, like, violating the law can also basically unilaterally decide to turn it off by transferring the prisoner to a different facility.

JUSTICE GORSUCH: Mr. --

MR. TRIPP: And so, even if --

JUSTICE GORSUCH: Sorry, go ahead. Please finish.

MR. TRIPP: So -- so, even in a case where injunctive relief might be helpful, they -- they can moot it out by transferring the person, and I think --

JUSTICE GORSUCH: Mr. --

MR. TRIPP: Yeah.

JUSTICE GORSUCH: All right. I -- I -- I -- on -- on that point, and then I want to get back to the Chief Justice's question, as I understand it, the circuits are unanimously against you and have been for many, many, many years. So saying that something awful is going to happen, it's -- whatever has happened has happened, right?

MR. TRIPP: That -- that's correct. It's happening, yeah.

JUSTICE GORSUCH: Okay. Yeah. And it's been -- it's been this way for a very long time in every circuit in the country.

MR. TRIPP: That's correct.

JUSTICE GORSUCH: Yeah. And on the Chief Justice's question, I -- I -- I -- I'm struggling -- where I'm struggling is, where did the defendant, the individual defendants agree to the -- with the federal government to be bound and what notice did they have?

And I understand your point earlier to the Chief that they're -- they're subject to state regulations and -- and -- and with their contract with the state. And, of course, an

agent can be liable to its principal for violating what the principal dictates.

But the agent isn't normally liable to a third party for a breach of the principal's duties with respect to a third party. So, even when the agent causes the breach, even when the agent negotiates the contract, he's not liable to the third party. He's only liable to the principal.

So, if we're looking to background contract principles, to the extent they're relevant, and maybe you're going to tell me they're not, that's fine, but to the extent we would, it wouldn't seem to encompass these defendants, and every circuit in the court -- every circuit -- court in the country would appear to be correct.

MR. TRIPP: So --

JUSTICE GORSUCH: Help me with that.

MR. TRIPP: Yeah. I -- I -- I think what that's missing, and we traced this out in our opening brief, is that contracts are extraordinarily flexible and you can and people do --

JUSTICE GORSUCH: Ah, yes. Okay.

Your brief does go into that, that -- that Congress could have easily written a statute that does this and says that those individual officers have to agree with the federal government to be bound under federal law. I agree, it could have done that.

And -- and you say it could have done this in 15 different ways in your brief. I agree with you. My -- my -- my concern is it had -- it didn't do that. It could do that, but it didn't do that. It left it to the states.

MR. TRIPP: I -- I think that's really where I -- I fundamentally disagree.

JUSTICE GORSUCH: Okay.

MR. TRIPP: I think Congress did do it. What it said in this statute is that, first of all, obviously, the states need to accommodate religious liberty, and then it is clear as day --

JUSTICE GORSUCH: States.

MR. TRIPP: -- that -- it -- that if you agree to be an -- an officer or other person acting under color of state law in this statute and you deprive a person of their

religious liberties, in violation of this statute, then you are subject to suit or you will be the defendant in a cause of action for appropriate relief. That is on the face of the statute.

And the individual officers, they can agree to take the job or not. They can demand higher wages. They can demand indemnity, like Louisiana gives it. And I think one of the things that really breaks down in their argument is they admit that it applies to them. They admit that they need to comply within the scope of their work.

And it comes not just with a substantive condition but also with a remedial one. And then I also do want to just come back to, in this Court's precedents, it's made clear that the Court -- that Congress can combine the spending power with the Necessary and Proper Clause to -- to -- to impose liability, I mean, criminal liability in Salinas and --

JUSTICE GORSUCH: No, I -- I -- I -- I don't doubt it could and -- and I don't doubt that when it's -- when it's protecting its money, as in some of those cases, Salinas,

that -- that -- that -- that interest is -- is clear. What I'm struggling with is did it, not could it, did it?

MR. TRIPP: Yeah.

JUSTICE JACKSON: Can --

JUSTICE GORSUCH: Did -- did -- did these individual defendants have notice? Did they agree?

MR. TRIPP: Right.

JUSTICE GORSUCH: I -- I -- would you agree that the -- the individual defendants have to have notice?

MR. TRIPP: I think, as the -- the -- the way this Court's precedents work, the notice runs to the state. And then, as defendants --

JUSTICE GORSUCH: So -- so the defendants don't have to have notice?

MR. TRIPP: Then the --

JUSTICE JACKSON: But why don't they -- why -- why don't they have notice if they have to --

JUSTICE GORSUCH: Well, no, if I might just finish, I'm sorry.

MR. TRIPP: So --

JUSTICE GORSUCH: Do -- do the defendants have to have notice, yes or no?

MR. TRIPP: If -- if I could be clear -- if I could be clear, it depends on which -- which way you think about it. There one way to think about it runs all the way through consent and then, of course, they need notice because they took the job, they -- have to take it subject to the conditions.

JUSTICE GORSUCH: Do -- counsel, it's just really simple. Do the individual defendants have to have notice?

MR. TRIPP: They -- they -- they have to have notice of the condition when they sign up to it.

JUSTICE GORSUCH: Okay. And do they have to consent to the -- the conditions?

MR. TRIPP: I mean, they consent by virtue of taking the job, yes.

JUSTICE GORSUCH: Just do -- do -- do they have to consent?

MR. TRIPP: By -- by taking the job, yes.

JUSTICE GORSUCH: Is that a -- do they -- is that a yes, they have to consent, or

is that no, they don't?

MR. TRIPP: I mean, under this Court's -- sorry, I just want to be clear about this.

JUSTICE GORSUCH: I just want to know what your answer is.

MR. TRIPP: My -- my answer is that they did consent here, that if you're going to think about this purely as a matter of consent, which we trace through in our opening brief, then, of course, they need to consent.

JUSTICE GORSUCH: Okay.

MR. TRIPP: I think this Court's cases go farther. Mr. Sabri did not consent.

JUSTICE GORSUCH: I understand --

MR. TRIPP: Right.

JUSTICE GORSUCH: -- I understand the -- the -- the -- the -- the fraud cases.

MR. TRIPP: And --

JUSTICE GORSUCH: But I'm asking do they need to consent, and I'm hearing --

MR. TRIPP: It -- it depends on --

JUSTICE GORSUCH: -- maybe, maybe not.

MR. TRIPP: Not under this Court's cases.

JUSTICE GORSUCH: Thank you.

MR. TRIPP: This Court's cases go farther.

JUSTICE JACKSON: But can -- can -- can I follow up with that just on the facts of this case because, as I understand your argument, we do have both notice and consent under these circumstances given that these individuals as third parties are not just people in the world, they are employees of the recipient of federal funds.

And so, to the extent that the recipient of federal funds has made clear with the federal government that it's going to require its employees to comply with RLUIPA and not violate people's rights, then, when those employees decide, choose, consent to accept a job with that employer, they are thereby consenting to follow those agreements.

Is that right?

MR. TRIPP: That -- that is exactly right. And I think that's why, when this Court has had these cases, Salinas, Dixson, Hess, Laudani, it's a whole line of cases involving officers, agents, employees, subcontractors,

where there's this chain of privity --

JUSTICE JACKSON: Yes.

MR. TRIPP: -- every time, the Court has -- has I think actually seen this, in Salinas, said there was no serious doubt. This is not a hard case. So --

JUSTICE JACKSON: Because chain of privity is -- is a classic contracts concept so that even if you thought that contracts was governing this, we have individuals who, for example -- I mean, I -- I -- I suppose -- let me just give you a hypothetical -- what if the prison in this situation actually appends to its employment contract all of the conditions that it has agreed to with the federal government.

And, of course, the prison can only operate under its employees' direct -- not direction but because there are employees. In other words, the prison doesn't have its own activity. So, to the extent that it agrees with the federal government that it's going to comply with RLUIPA, it's saying I and my employees, the agents that I employ, are going to do this.

And so let's say the prison actually appends to its employment contract all of the conditions that the federal government requires for the receipt of federal funds, so the person is -- who is choosing to be an employee is totally apprised of what it is that is required as a condition of employment.

I understand your argument to be that that would be sufficient even if we assume that there has to be notice and consent to satisfy any such agreement?

MR. TRIPP: Of -- of course. And I think what this Court has said -- if I could --

CHIEF JUSTICE ROBERTS: You can finish.

MR. TRIPP: -- in Rust versus Sullivan and then in Alden versus Maine as to state officers specifically is, when you go into this job, when you go into this line of work and you voluntarily agree to be an officer in a federally funded state program, then, yes, you -- you -- you -- you implicitly -- you necessarily take it subject to the conditions that Congress has attached to the funds.

CHIEF JUSTICE ROBERTS: Thank you,

counsel.

Your answer that you've just given to my colleague is based on a legal fiction, right? If you're hired as a prison guard in Louisiana, you don't sit down and -- I don't even know if Louisiana does -- saying, oh, here's our agreement with the federal government, which probably goes on for I don't know how many pages, and you should look at it carefully because you're bound by it.

That's not what happens as a matter of practice. And I don't think when the prison guard is hired, he says, well, I want to see the federal conditions that you agreed to under the contract.

MR. TRIPP: I mean, I -- I certainly doubt that anything like that happens, but we do have the amicus brief of the former corrections officials that talks about how there is training on compliance with federal law, that individual capacity damages are the norm, and, again, they're not disputing that they need to comply with RLUIPA's substantive condition in the scope of their work.

And I think what they haven't come up

with is any kind of reasoned explanation why Congress can impose the condition on them but then can't enforce it, especially through civil liability, when this Court in Salinas, Dixson, Hess, and Laudani has -- has already done that and actually gone farther, and I think Sabri goes considerably farther.

CHIEF JUSTICE ROBERTS: Thank you, counsel.

Justice Thomas?

JUSTICE THOMAS: Are we to analyze this any differently under Spending Clause than we would under -- would under another -- under -- one of the enumerated powers?

MR. TRIPP: I think that the Spending Clause, of course, impacts the analysis. I think it impacts the textual --

JUSTICE THOMAS: How -- how does it impact it?

MR. TRIPP: Well, I think from this -- this Court's cases in, like, Dole, among other things, that there needs to be clear notice, which is why I started there, and I think it -- it -- it's been fully provided.

JUSTICE THOMAS: Do we throw out on

that -- in that analysis the contract analogy or framework?

MR. TRIPP: I think the -- the contract analogy is a helpful framework, I think, for understanding the scope of the Spending Clause alone, but this Court has made clear -- and Respondents are not asking you to overrule any of your precedents. This Court has made clear repeatedly that Congress can also combine spending with necessary and proper.

And I think one of the things that's unusual about this case is that -- is that this is within Congress's power either way you look at it because the chain of privity gets you there on consent, and then Salinas gets you with necessary and proper -- I mean, Salinas is criminal liability, which is never available via contract, whereas this is just civil. This is an -- an ordinary remedy available as a matter of contract. I think this is really much more in the heartland of Congress's power.

CHIEF JUSTICE ROBERTS: Justice Alito?

JUSTICE ALITO: Just out of -- excuse me -- just out of curiosity, did this prison

shave the heads of all of the prisoners?

MR. TRIPP: As I understand it, yes, that was the rule for --

JUSTICE ALITO: They shaved the heads? They didn't allow any type of even a short haircut?

MR. TRIPP: I guess I -- I -- I can't speak to the length. As I -- as I understand it, the -- the rule across the board was everybody who comes in gets their hair cut, and I think it's really the paradigmatic example of the kind of inflexible and unyielding rule that Congress, in enacting this statute, was trying to get states to stop if they wanted to accept federal funds, that they needed to accommodate religious liberty.

JUSTICE ALITO: If the language of RLUIPA was not clear enough to abrogate sovereign immunity in Sossamon, why is it clear enough to satisfy the Spending Clause?

MR. TRIPP: I -- I think it's really two answers. The -- the first is, as Tanzin explained and -- and this Court has said many times, you -- you always understand text in context. And the context of what's appropriate

in a suit against a sovereign is very different than the context of what's available against an individual. This Court said this in Sossamon. It also said it in Tanzin.

The tradition as to a sovereign, of course, is you don't get damages, but as to an individual, this is a tradition that runs all the way back to the founding. I mean, damages have always been available in -- in -- in that context. And so I think the context is -- is probably the clearest answer.

I think there's also some suggestion, if you compare Franklin and Sossamon, that the clear notice standard on the spending side is not as demanding as the sovereign immunity, but I think you don't need to get into that because the -- the contextual difference is so -- is so clear.

JUSTICE ALITO: Well, why should it be less demanding under the Spending Clause? When the question is whether Congress has abrogated sovereign immunity, the question is whether Congress has done something to itself. When the question is whether Congress has imposed a condition on the state, the question is whether

Congress has done something to another sovereign. Why shouldn't the standard be at least as strong --

MR. TRIPP: So I want to be -- yeah.

JUSTICE ALITO: -- when it is doing something to another sovereign, to the employees of another sovereign?

MR. TRIPP: So, on -- on that -- first of all, Sossamon was as to another sovereign, right? It -- as -- it was as to the state. And I'm not fighting, I'm --

JUSTICE ALITO: Okay. I understand that, yes.

MR. TRIPP: I -- I think I -- I'm comfortable with it being the same standard, I mean -- but I -- I think we have the clarity. It's drawn from context. And I think one of the things that's very different about this case than this Court's other recent cases in this area is this is not an implied right of action. There's nothing implied here. This is not implied enforcement through Section 1983. This is an express right, an express remedy. It expressly runs against an individual. And as -- as Tanzin said, the distinction from the

sovereign context is obvious.

JUSTICE ALITO: To the extent that prison officials have been doing things that violate RLUIPA but wouldn't violate the Free Exercise Clause, who's -- who is to blame for that?

MR. TRIPP: The -- the conduct on the ground?

JUSTICE ALITO: Well, who is to blame for the situation that allows that to happen?

MR. TRIPP: I mean, I -- I think, under -- under this -- this Court's decision in Employment Division against Smith, there is -- there is some daylight. And the -- the crux of this law, I think, is that Congress wanted to ensure that any state prison that accepted federal funds -- this is the heartland of the law -- provided greater accommodations, provided pre-Smith protections, and damages were vital to the pre-Smith scheme, as Tanzin made clear.

CHIEF JUSTICE ROBERTS: Justice Sotomayor?

JUSTICE SOTOMAYOR: I -- I -- I see the issues here on two levels. The first is,

is it clear that an individual is bound by the statute? Is there an express cause of action? And that's clear. It says anyone can bring a suit against a government official or an -- or someone acting under of -- color of state law, correct?

MR. TRIPP: Correct.

JUSTICE SOTOMAYOR: So the second step is, is it clear that the cause of action includes money damages? That's the next step of the analysis, right?

MR. TRIPP: Correct.

JUSTICE SOTOMAYOR: And your argument, I believe, is that Tanzin says that appropriate relief against individuals always includes damages. So does Franklin and a long list of our -- of our jurisprudence, correct?

MR. TRIPP: That's correct. That's the traditional rule, is that damages are available unless Congress says otherwise.

JUSTICE SOTOMAYOR: So those two things are clear. So, in terms of contract principles or causes of action, this is clear.

Now what I colleagues -- and I think that was Justice Gorsuch's question, slightly

different, which is do we need to create special rules under the Spending Clause because, generally speaking, if you're a prison official, you know you're working in a prison and you -- bound by law to pay damages if you violate the law.

Do you get an out because what? I think the consent question means what? Or notice and consent means what? And I don't know, meaning we're all presumed to know the law when we take our jobs. The correction officer's -- know he can't accept money. Citizens know they can't pay the money. We don't expect them to consent to that Spending Clause condition, do we?

MR. TRIPP: I -- I -- I think one of the things that makes this case so much easier is that the -- is that you -- you have the consent of -- of the person to become an officer in a federally funded program.

JUSTICE SOTOMAYOR: I -- I agree, but I don't know why you need that.

MR. TRIPP: I --

JUSTICE SOTOMAYOR: I think that's what you were saying, which is we never think

of needing some express consent to -- to say I'm bound by the law.

MR. TRIPP: I -- I think, really, the hard question in most of the Court's Spending Clause cases is, can Congress impose the condition on that person? That's really the question in, like, Sabri. Can Congress actually impose the condition on that person?

That can be a hard question, but it's not -- not here. They admit at page 46 of their brief that they are bound by the substantive condition. So the --

JUSTICE SOTOMAYOR: Your point is, if they're bound to the injunctive and declaratory judgment relief, then they're bound to the money damages?

MR. TRIPP: It -- it -- it's an exceedingly small step. And this Court has gone --

JUSTICE SOTOMAYOR: It's not even a step. It's --

MR. TRIPP: Yeah. This Court has gone well beyond it, and I think you can easily get there as a matter of even just -- as contract principles.

JUSTICE SOTOMAYOR: Thank you.
CHIEF JUSTICE ROBERTS: Justice Kagan?
JUSTICE KAGAN: Mr. Tripp, the questions you've been getting, you know, is there enough consent, is there enough notice, I -- I presume -- tell me if I'm wrong -- would -- would those questions apply just as well to any 1983 suit against a state employee?
MR. TRIPP: I mean, I think the -- the -- a lot of the notice questions are going to the sort of Spending Clause layer, which --
JUSTICE KAGAN: Yeah, but, of course, 1983 we've said applies when a -- a statute is based on the Spending Clause power. We said that most recently in Talevski, and there are other cases. So, if we take ourselves out of the RLUIPA context for a second and we just put ourselves into the context of a Spending -- some other Spending Clause statute with a -- where -- which doesn't have its own cause of action but where the cause of action is 1983, presumably, you would have the exact same questions about, I don't know, does the state employee know about this? Has the state employee consented to it?

And yet we've never thought about those questions in that context, have we?

MR. TRIPP: That's right. I think you don't -- you don't ask that follow-on question. And there was -- there was no additional question about notice in Salinas. There was no additional question about notice in Sabri. I don't think there was either in -- in Dixson, Hess, Laudani, like, as you -- as you run down the line of the other cases.

JUSTICE KAGAN: Yeah. I'm just sort of saying that out of the RLUIPA context, just 1983 statute -- the 1983 statute used to enforce Spending Clause statutes, I mean, we just take for granted that, of course, you can bring a suit against a state employee.

MR. TRIPP: Yeah. That -- that's correct, that the -- the -- the --

JUSTICE KAGAN: It would -- and then it's like why would the rule be any different under RLUIPA?

MR. TRIPP: I -- I don't think it should be.

CHIEF JUSTICE ROBERTS: Justice Gorsuch?

JUSTICE GORSUCH: Well, in fact, in Medina, we said the Spending Clause adds a layer to the 1983. And in terms of notice and consent, suppose a federal statute said something like this: If a coach at a federal funds-receiving university allows biological men on a women's sports team, a female trying to make the team could sue for a million dollars.

Or, federal employee -- an employee of a federal funding recipient in the state agency dealing with family affairs gets an abortion, the father can sue the employee for a million dollars.

I think, on your theory, those are perfectly fine without any particular notice to the individual employee or any particular consent by the employee.

MR. TRIPP: Maybe I can come back to one of the answers I gave before. The rule we're articulating has four ingredients. You need to have a valid condition that applies to the person.

JUSTICE GORSUCH: Yeah.

MR. TRIPP: They need to be an

officer --

JUSTICE GORSUCH: Yeah.

MR. TRIPP: -- within the scope.

JUSTICE GORSUCH: Yeah.

MR. TRIPP: And then it needs to threaten the integrity of the program.

JUSTICE GORSUCH: Yeah.

MR. TRIPP: I think, under your hypotheticals, the real question is the first one. Can you actually attach the condition to that --

JUSTICE GORSUCH: Let's assume you can -- let -- let's assume you can. Let's assume they're germane. And they might be germane, you know, in -- in terms of, for example, the -- the -- the student athlete. Might well be germane to a -- a -- a concern about discrimination against women that -- that a federal funding program might well take into account under Title VI, for example, or the employee for the -- for the Health and Human Services, that might -- a pro-life Congress might well think that germane and we might well find it so.

So take -- take -- take as given that

they're germane.

MR. TRIPP: Yeah.

JUSTICE GORSUCH: I can come up with other examples if you want -- really want that.

MR. TRIPP: No. I -- I -- I just -- I just want to be clear that the -- the -- this Court's Dole -- Dole test is already sort of addressing these concerns, right? So there is obviously the -- the relatedness requirement --

JUSTICE GORSUCH: None.

MR. TRIPP: -- but then you also can't be coercive, but then you can't have an independent constitutional bar.

JUSTICE GORSUCH: Suppose -- suppose there's no --

MR. TRIPP: And then --

JUSTICE GORSUCH: -- constitutional problem with these.

MR. TRIPP: And -- and then, if these people --

JUSTICE GORSUCH: Yeah.

MR. TRIPP: -- qualify as officers, which --

JUSTICE GORSUCH: Yeah. Yeah.

MR. TRIPP: -- not clear to me that they will --

JUSTICE GORSUCH: Let's say they do.

MR. TRIPP: -- then it would -- then -- then yes.

JUSTICE GORSUCH: Then it follows.

MR. TRIPP: Because the answer would be -- well, yeah, sorry, hold on.

JUSTICE GORSUCH: So -- so the Spending Clause --

MR. TRIPP: Sorry, I think I missed one step. And then -- and then, within the scope, which I think you have, and then it would need to threaten the integrity and proper -- operation of the program.

JUSTICE GORSUCH: Yeah.

MR. TRIPP: And I think it is telling you that if -- if -- and this is the big if --

JUSTICE GORSUCH: I think, Mr. Tripp, where you're winding up is the Spending Clause is no different than the Commerce Clause.

MR. TRIPP: I -- I really don't think that's correct, Your Honor, because the -- the -- the -- the -- first, the crux, the most important condition on the Dole side is you

can't have coercion, right? The state needs to go into it eyes wide open. And I believe, in your hypotheticals, the person needs to take the job eyes wide open. And so there are two -- those are very significant checks that mean this is never going to get to the same --

JUSTICE GORSUCH: Both exist -- both of those checks exist in my hypotheticals and Congress could pass such laws. And that's quite a stretch of the Spending Clause. We've never before said anything like that.

MR. TRIPP: I mean, if this Court wants to cut back on some of the sort of front-line sort of scope, maybe you could do that in some future case like in the hypotheticals.

JUSTICE GORSUCH: No, I'm not talking about cutting back anything. I'm talking about what the -- what nine circuits have uniformly done since -- RLUIPA's passage about 30 years ago.

MR. TRIPP: Yeah. And I -- and I want to be clear that once Congress are -- are -- are -- are -- I'm not going to back down on this at all. Once Congress can impose the

condition on the person --

JUSTICE GORSUCH: I wouldn't expect you to, Mr. Tripp.

(Laughter.)

MR. TRIPP: Yeah. Once they can impose the condition within the scope of their work, and that can be a hard -- that's a hard question, but, here, it's not. And once they can impose the condition, they can enforce it.

And that's -- that's the only step that we're asking about here. We're not asking you to change any law on the front end about what Congress can and cannot do in the first instance.

CHIEF JUSTICE ROBERTS: Justice Kavanaugh?

JUSTICE KAVANAUGH: Back to the question on clear authorization regarding damages in particular, now you rely heavily on Tanzin for that. But, even after Tanzin, to pick up on Justice Gorsuch's point about the courts of appeals, the courts of appeals has -- have continued to reject the position you're articulating here even in the wake of Tanzin. I -- Chief Judge Sutton's opinion -- in Ali is

probably emblematic of that and says, even after Tanzin, you still don't have the clear, express, unequivocal, unambiguous authorization for damages.

And so my question really is just why are judges, to Justice Gorsuch's question, misreading the precedents that are out there in your view?

MR. TRIPP: Yeah, I -- I -- I'm glad you asked that. Maybe -- maybe two points where I think Judge Oldham -- has the better of this with all due respect to Judge Sutton. And, honestly, it's the -- the first thing that I said, Judge Sutton, if you look at his opinion in Ali and also his prior opinion in Haight versus Thompson, he does not ask the question of whether there's an individual capacity action. He goes -- he goes right into the sort of appropriate relief analysis.

And I think that is just a critical step because, once you see that there's an individual capacity action, then you have an express right, an express cause of action, it -- expressly against a private party. And then, whether damages are appropriate relief, I

mean, that -- that's the norm. That's what individual capacity actions are for.

If you don't have it, the -- the -- the -- the -- the -- the -- the individual capacity adds nothing. It's totally meaningless. And I think it's because Judge Sutton sort of overlooked that first step in the analysis that I think Judge Oldham has the better of it.

I also think that when you're asking --

JUSTICE KAVANAUGH: So you're --

MR. TRIPP: -- once you're actually turning to the question of, okay, we have the individual capacity action, we're trying to figure out what is appropriate relief, another thing that Judge Oldham hit really hard, which is very powerful, is the whole point of this law, which everybody knows, is to go back to the pre-Smith scheme and provide the same rights and remedies that were available, including in the original RFRA, which this Court said, made clear must include damages against state officials.

And so I think that the parallel -- I mean, these -- these are hardly even separate

statutes, right? Like, RFRA and RLUIPA, they, like -- they work together as an integrated whole. And so, to understand them, I think that, really, the only way to understand their operation together is as providing the same rights and remedies within their scope.

I mean, RLUIPA -- Congress was crystal-clear in RLUIPA about the places where it needed to trim its sales because this was spending legislation. It's on the face of the statute. It's not RFRA 2. It's the Religious Land Use and Institutionalized Persons Act. It only applies to institutions that accept federal funds. That's on the face of the statute. It's clear as day.

But, if you look in at the substantive provisions and the remedies and you look, well, how have those changed because this is spending legislation, the answer is not at all. The rights and the remedies are the same. There -- the whole point of this statute is to get back to the pre-Smith scheme.

JUSTICE KAVANAUGH: The whole point of the Spending Clause jurisprudence is you need more of a clear statement to get all the way

there for damages. I mean, at least --

MR. TRIPP: I -- I -- and I think, really, what I'm saying is that, and this Court has said this many times, is -- the question is, is it unambiguous? And to answer that, there's no magic words requirement. You read text in light of context, like you always do.

JUSTICE KAVANAUGH: Mm-hmm.

MR. TRIPP: And if you do that and you start by asking is there an individual capacity action, it's clearly yes.

JUSTICE KAVANAUGH: And -- and just to summarize your position, individual capacity action with appropriate relief --

MR. TRIPP: Right.

JUSTICE KAVANAUGH: -- equals clear authorization for damages, correct?

MR. TRIPP: What I'm saying is, if a first step is -- individual capacity action, you have it, and then the question becomes, well, what's appropriate relief in an individual capacity action, I think the answer to that is clear. That's actually -- Tanzin says -- I -- I -- I know it's not applying a clear statement rule, but its language is --

bespeaks clarity each step of the way, said that Congress made clear that RLUIPA -- or sorry, that RFRA must provide damages, that there was no doubt damages were available before Section 1983, that -- that it was going back, and then, again, the distinction to the sovereign context, where damages are not available really because of a special rule in the context of suits against sovereigns, right?

JUSTICE KAVANAUGH: Mm-hmm.

MR. TRIPP: The whole -- the crux of Sossamon was that it could distinguish Franklin, it distinguished the Franklin presumption because it doesn't apply to sovereigns.

JUSTICE KAVANAUGH: Thank you.

CHIEF JUSTICE ROBERTS: Justice Barrett?

JUSTICE BARRETT: Mr. Tripp, how could it have been clear to states when every circuit -- as Justice Gorsuch pointed out, every circuit had said that there were not damages actions available against non-recipients under RLUIPA, that's also true under the Title IX context, so it's hard to see

how it could be clear to the states that were accepting the money or the prisons accepting the money that it was a clear condition when all of the law went the other way. What would your response to that be?

MR. TRIPP: I think a couple responses. The first -- what this Court has demanded every time, and I've said this before, is unambiguous text in light of the context. And this Court has never applied any kind of, like, canon of adverse possession where, if the courts of appeals are saying something --

JUSTICE BARRETT: If you were a lawyer to the states and you -- that was the state of the law and the state asks you about that, what would you have said?

MR. TRIPP: I -- I think the key here is to look at the time when the statute was enacted, right, and -- and -- which is the -- the key question, right, is what did it mean when it was enacted, and if you look at it when it was enacted and you pick it up and you read it, I think as just a -- a state officer working in -- in a fed -- in --

JUSTICE BARRETT: And it's so obvious

that every single circuit to look at the question went the other way?

MR. TRIPP: I -- I -- so this --

JUSTICE BARRETT: It's hard to see how it's clear if every circuit is coming out differently.

MR. TRIPP: The -- and I think this is actually an important point because the -- the prevailing rule in the circuits, including in the Fifth Circuit below, where this case is coming from, they didn't deny that there was clear notice. They said it would be unconstitutional because they -- they thought that the -- the -- the -- the -- the officers were, like, they treated them as non-recipients even though they're basically indirect recipients, and it didn't sort of see that they fit within the --

JUSTICE BARRETT: Well, not every circuit brought up the constitutionality question, but putting that aside, can you identify -- putting aside the bribery cases, can you identify any cases in which a non-recipient of funds was held individually liable under a federal statute?

MR. TRIPP: I mean, in -- in -- I think, in -- in Grove City College versus Bell, you're reading -- reaching an indirect recipient. In Salinas, Dixson, Hess, and Laudani, those are all situations where you're reaching --

JUSTICE BARRETT: I mean, you can just -- you can just say that, yes, it would be a different factual scenario.

MR. TRIPP: I -- I -- I don't have a case that's on this exact factual scenario, I admit that, but I think, actually, this is, like, a lesser included of Salinas and it's way inside Sabri. I mean, it's more close to that --

JUSTICE BARRETT: Well, I -- but I -- but I said to put aside the bribery cases, so the ones under --

MR. TRIPP: I -- it -- I -- if I could push back on that a little bit, I think that's important when the -- the crux of this program is to provide federal funds to prisons that accommodate religious liberty.

JUSTICE BARRETT: Well, no, I -- I asked you to put them aside because I wanted

you to put them aside and look at the civil liability context for a minute.

MR. TRIPP: Okay. Yeah.

JUSTICE BARRETT: I think that Sabri and Salinas are the best cases for you, particularly Sabri. I -- I take that. But, if those are distinguishable, I wanted to ask you the other question, and I think the answer is no. And I think -- and I just kind of want to clarify your answer to Justice Gorsuch. Look, the facts of this case are egregious. So, if on the facts we were looking for a case in which there should be money damages, this is it.

Justice Gorsuch asked you a series of harder facts, harder factual scenarios, in which we might think, oh, I'm not sure if money damages as a policy matter make as much sense in that context. You never really gave him an answer yes or no. And so I just want to say -- I want you to give me an answer, yes or no, on Justice Gorsuch's hypotheticals, and don't fight the hypothetical about the conditions and all that. Your theory means that, yes, the coach, the doctor, could be held liable?

MR. TRIPP: If -- but if -- let me be clear about this. If but only if --

JUSTICE BARRETT: Yes or no? Yes or no?

MR. TRIPP: -- the condition --

JUSTICE BARRETT: Take his hypo -- no, no, no, no.

MR. TRIPP: If but only --

JUSTICE BARRETT: Mr. Tripp -- Mr. Tripp, he asked you to assume that the conditions that it was -- it was perfectly consistent with this Spending Clause. So yes or no, would your theory say that -- let's talk about the coach under Title IX on Justice -- Gorsuch's hypothetical.

MR. TRIPP: If the condition is valid, the -- yes.

JUSTICE BARRETT: Yes, yes, yes, he said all that. Yes.

MR. TRIPP: Then I'll say the -- yes. If the condition attaches, Congress can enforce it. And I think the crux of the question is can the --

JUSTICE BARRETT: Okay, but just say yes or no.

MR. TRIPP: Sorry.

JUSTICE BARRETT: Yes or no?

MR. TRIPP: Yeah.

JUSTICE BARRETT: You don't want to say yes or no. Just -- just take the consequences. It's totally fine if those are the consequences, but I think you have to follow the logic where it leads. And the logic where it leads is that, yes, under Title IX, say, Congress could pass a statute or Congress could say that it's going to rely on its spending power to hold the coach liable under the -- the hypothetical Justice Gorsuch gave you, right, yes?

MR. TRIPP: It -- it -- it --

JUSTICE BARRETT: Yes?

MR. TRIPP: Yes.

JUSTICE BARRETT: Yes.

MR. TRIPP: If -- if -- but if -- but I think this is a --

JUSTICE BARRETT: I just don't see how you could say no given the assumptions he asked you to make about the Spending Clause.

MR. TRIPP: But -- but I want -- I want to be clear. One of -- one of the reasons

I've been articulating this rule under Salinas, right, which is these four ingredients, valid condition, officer within the scope, and threatening the program, is it doesn't require you to address, I think, some of these. There are harder hypotheticals about --

JUSTICE BARRETT: Well, but, Mr. Tripp, every time we decide a case, we have to think about what it's -- you know, in Salinas and Sabri, you know, if it had -- if they had looked ahead to this case, might have said, yeah, this might be where the logic leads or you take a few steps from here and this is where it goes. But we can't decide a case just based on these facts. So you just need to own it.

MR. TRIPP: No, no, I --

JUSTICE BARRETT: And it's fine --

MR. TRIPP: And -- and -- and I own that.

JUSTICE BARRETT: -- if you own it. I just don't understand why you're not owning it.

MR. TRIPP: I -- I -- I -- I -- I -- I -- I want to be clear about that. But what I'm saying and -- and the reason why,

especially in our reply brief, we're -- we're relying heavily on Salinas is you've already said all of this, and so we're -- we're not asking the Court to -- to break new ground.

JUSTICE BARRETT: But -- but you're not making -- well, okay.

MR. TRIPP: And -- and --

JUSTICE BARRETT: Let's just -- why does it -- why -- but -- logically speaking, why is it -- why does it have to be individuals or officers? Why couldn't you, for example, say that a -- a school district, schools that take federal money, if they do and we want to -- why couldn't liability extend, say, to parents who choose to send their kids to those schools? Let's think about, like, if a -- if a child is transitioning, say, and the parent says, you know, no, I'm not going to facilitate that, I'm not going to call the child a different name or call the child by different pronouns, could there be some sort of cause of action that would allow, say, the child to sue the parent for civil liability? Why does it have to be an officer or an employee under your theory?

MR. TRIPP: Because of the -- of -- of the consensual contractual nature of agreeing to work as an officer --

JUSTICE BARRETT: So contract works with --

MR. TRIPP: -- for a federally funded program. It --

JUSTICE BARRETT: -- that point.

MR. TRIPP: It -- right. And so I think, when you're reaching a member of the general public, which is what your hypothetical is talking about, it is a totally different set of questions that we're not remotely touching. I think that's what Sabri gets at, is how far can Congress go into reaching members of the general public. Those are hard questions, and we're not asking you to go anywhere near them. These are --

JUSTICE BARRETT: And why doesn't your logic require it? Because you want to rely on the contract analogy for that point? Like, you're just sticking on the contract road?

MR. TRIPP: Because of the contract road and they admit the condition applies to them. And it's because of the contract because

they've agreed to take the job subject to this condition.

And we know that that's voluntary all the way down, right? The state is voluntarily accepting the funds. They're voluntarily taking this job. A person who takes this job might want to demand higher wages or indemnity or things like that, but that's already the norm for them and they -- they already provide the -- you know, indemnity is the norm in the Louisiana law and most states and --

JUSTICE BARRETT: What about other contracts, though? I mean, what if you, you know, contract for services with the hospital because you're a patient? What if you contract -- I mean, I guess I don't understand why it has to be an employee.

MR. TRIPP: I -- I think the -- the piece about being an employee -- and this is what's picked up in Rust versus Sullivan and Alden versus Maine as to state officers in particular, who also take an oath to comply with the federal Constitution and laws -- is that you are sort of taking the job sort of subject to the conditions, the sort of terms

that attach to the work. It's different than being just like a -- a stranger to the counterparty in a contract.

I know that in Hess, United States, Marcus ex rel. Hess, that's a situation where you're reaching somebody who's a subcontractor through the -- sort of the chain of privity. And so the Court has addressed that in some other cases. But, again, I think this one's easier because of just the nature of the work.

JUSTICE BARRETT: Okay. Speaking of the layers of consent -- this is just a technical question -- the Fifth Circuit talked about the warden and the Secretary of State. Were the guards actually defendants because, here -- are the guards before us?

MR. TRIPP: We don't have their names. They're -- they're -- they're John Does.

JUSTICE BARRETT: They're the John Does? But the -- but the Fifth Circuit didn't talk about them. The Fifth Circuit talked about the warden and the Secretary of State saying they couldn't be sued in their individual capacities?

MR. TRIPP: The -- the -- the --

the -- the warden is -- is -- is -- it -- the -- I mean, the factual allegations in the complaint involve the warden specifically.

JUSTICE BARRETT: Okay. And the -- so the warden knew your -- okay. So the -- the -- the Does are not before us? It's just the warden?

MR. TRIPP: I mean, no, the Does -- the Does are before you. We don't --

JUSTICE BARRETT: Before you --

MR. TRIPP: You know, it was dismissed.

JUSTICE BARRETT: Right.

MR. TRIPP: We don't -- we don't know who they are. Yeah.

JUSTICE BARRETT: Okay.

MR. TRIPP: We don't know their names. Yeah.

JUSTICE BARRETT: And in terms of layers of contract, is the contract with the State of Louisiana or with LDOC or with the prisons?

MR. TRIPP: So the -- the way RLUIPA works is the Department of Corrections, it -- the -- the -- it -- the -- is the --

JUSTICE BARRETT: Okay. So it's LDOC?
MR. TRIPP: It's LDOC.
JUSTICE BARRETT: That -- that's just -- I -- yeah. That -- that -- I just wanted to understand how that worked. Thanks.
CHIEF JUSTICE ROBERTS: Justice Jackson?
JUSTICE JACKSON: So can I invite you to reflect back to Justice Thomas's question, and you said that there were two paths to getting to your result, and you mentioned Salinas is one, and I think I might have heard the other, but let me just give you the opportunity to explain what those two paths are.
MR. TRIPP: Yeah. In -- so, in Salinas, I think because it's criminal liability, the Court is very clearly relying on a combination of the Spending Clause to attach the condition and then the Necessary and Proper Clause to enforce it because you can't do criminal under -- under contract.
But I think, in this case, because we have civil liability and it's this chain that runs down to the officers, you don't even need

the -- the Necessary and Proper Clause. I think this is an -- unusually easy case because -- because of the way that just sort of --

JUSTICE JACKSON: So the -- the chain of privity is the second?

MR. TRIPP: Because the -- the chain of privity --

JUSTICE JACKSON: Yeah.

MR. TRIPP: -- is the second. So I think you could come at it either way. And, you know, I -- I represent a -- a private litigant. I -- I -- I -- I don't really care which one you do so long as you reverse, of course.

JUSTICE JACKSON: So do you view Louisiana's constitutional argument as turning on the contract analogy? I mean, do we have to sort of accept that the Spending Clause and Spending Clause legislation is subject to characterization as a contract in order to -- to buy their argument?

MR. TRIPP: I -- I -- I -- I'm -- I'm not sure -- I mean, maybe they can speak for themselves on -- on that. I think the -- the

Spending Clause is properly understood as being -- the Spending Clause alone, I think --

JUSTICE JACKSON: Alone.

MR. TRIPP: -- is -- is consensual in nature. That -- that's -- I think this Court has been clear about that. But then the question of what --

JUSTICE JACKSON: But we've also been -- I just want to be clear about this. I mean, we've also expressed pretty significant, in many cases, doubts about whether the contract analogy totally governs.

MR. TRIPP: But -- yeah. And then that's what I was about to say because it --

JUSTICE JACKSON: Yeah.

MR. TRIPP: -- it doesn't get -- this Court has also been clear -- and they're not asking to overrule any of your precedents -- the Court can -- that Congress can invoke the Necessary and Proper Clause to protect its spending prerogatives. I mean, look in our reply brief. We have the example of the statute that makes it a crime to arson a federally funded institution, right? That's the use of the Necessary and Proper Clause in

conjunction with the Spending Clause.

And which, as I understand their brief, they're saying that that's off the table, whereas I think what we're saying is, because this is officers, you know, within the scope, it's a valid condition and it's conduct that threatens a sort of core operation of the program, then it's just controlled by Salinas and you don't need to break any new ground.

JUSTICE JACKSON: So -- so how much precedent would we undo if we held that RLUIPA's individual capacity cause of action for money -- money damages is unconstitutional? I mean, is this a big deal case or -- or not so much?

MR. TRIPP: I -- I mean, I -- I -- I certainly think it's a big deal case. And we've -- we've included a -- I mean, I -- I think there are these, like, five or six precedents from there -- this Court that I just don't see how they can square their position with, Salinas, Hess, Laudani, Dixson, Grove City College versus Bell, and Sabri.

And then just above and beyond the Court's cases, I mean, we traced through a

history of statutes that are similar to this running all the way back to 1789. The first Congress imposed individual -- they had a scheme for imposing individual liability on officers in a federally fund -- working in a federally funded state prison.

False Claims Act of 1863, anti-kickback provisions that started in the 1930s. Title IX. Title VI, that's Grove City College versus Bell. Title X of the Public Health Acts, EMTALA, there's whistleblower provisions, Prison Rape Elimination Act, the arson statute that we were talking about, there's another one about blocking interference to federally funded programs. So it's -- it's a long list of statutes.

JUSTICE JACKSON: That could be imperiled by a --

MR. TRIPP: Yeah, where -- where -- where -- where -- where -- where Congress has traditionally protected federal program and I think, in particular, imposed conditions and enforced them as to people who are in this position of being in the chain of privity. They're -- they're officers, agents, employees

or -- or -- or subcontractors of the grantee.

JUSTICE JACKSON: Thank you.

CHIEF JUSTICE ROBERTS: Thank you, counsel.

Ms. Baird.

ORAL ARGUMENT OF LIBBY A. BAIRD

FOR THE UNITED STATES, AS AMICUS CURIAE, SUPPORTING THE PETITIONER

MS. BAIRD: Thank you, Mr. Chief Justice, and may it please the Court:

RLUIPA clearly authorizes individual capacity damages suits against state officials. Tanzin held that RFRA authorizes individual capacity damages suits against federal officials, and RLUIPA is RFRA's sister statute and should be read the same way.

Congress used materially identical text in RLUIPA to provide the same remedies as RFRA against state officials. Respondents resist that simple conclusion because RLUIPA was enacted under Congress's spending power. But RLUIPA's language puts states on clear notice that state officials can be sued for damages in their individual capacity.

And under the Spending and Necessary

and Proper Clauses, Congress could create personal liability for state officials acting as agents of the state when they violate conditions on federal funding. Indeed, Salinas and Sabri upheld more expansive uses of Congress's power to impose criminal liability.

I welcome the Court's questions.

JUSTICE THOMAS: Well, let's say that the -- state is under clear notice. Is a guard also privy to that clear notice?

MS. BAIRD: So, Justice Thomas, we don't think clear notice is required under the purpose of the Spending Clause because we care about the notice of the recipient, but I think the officers here clearly had notice. And I do think that qualified immunity --

JUSTICE THOMAS: Okay. So how do they get that notice and what was the notice?

MS. BAIRD: Well, I think the statute clearly applies to them if you look at -- you know, Petitioner's counsel emphasized the text of the cause of action, it applies to a government defined as an official.

JUSTICE THOMAS: So do you think they were aware of the state's commitment to the --

the statutory requirements?

MS. BAIRD: I -- I think that -- that we're all sort of held liable for what's in the -- the United States Code. And I think that this isn't surprising to -- to state officials.

JUSTICE THOMAS: So you think you have clear notice of everything that's in the United States Code?

MS. BAIRD: Well, Your Honor, I think that the officers here clearly had notice. Officers are used to facing 1983 liability and are liable for violation of all constitutional provisions. They know they're -- that certain requirements apply to them when they accept employment in a federally funded prison.

And I do think that qualified immunity is an important backstop because they can only actually be held liable if their conduct violated clearly established law.

JUSTICE JACKSON: And they concede liability, right? I mean, in other words, they concede that these substantive provisions apply to them. So they must then know or, you know, their -- their response was not we -- we didn't

have notice that we had to behave this way. Their response is you can't sue me individually for damages as a result of that.

MS. BAIRD: Exactly, Justice Jackson. At page 46 of their brief, Respondents admit that they are bound by the substantive condition. I think that that makes this a very easy case for purposes of the Spending Clause issue because they admit they can be sued in their official capacity for an injunction.

I think that means, as Petitioner argued in -- in his brief, and I don't take Respondents to have disputed, that he -- the -- that Respondents could be held for contempt.

CHIEF JUSTICE ROBERTS: So --

MS. BAIRD: And that can have personal consequences --

CHIEF JUSTICE ROBERTS: I'm sorry, finish your question.

MS. BAIRD: Oh. They could be held for contempt, and that could have personal consequences. So I think that the Necessary and Proper Clause, if it means anything, it -- can mean that Congress can go one half-step further and say that we can reach these people

in their individual capacities as a necessary and proper means to enforce the substantive condition of RLUIPA.

CHIEF JUSTICE ROBERTS: Well, I think the Necessary and Proper Clause may mean other things even if you're right, but -- so, in light of what you've said, your answer to Justice Barrett's questions is yes, right? It -- they can be held liable whether they know, whether they don't know, quite -- quite across the board?

MS. BAIRD: For government officials, yes. As to the hypos, I think that one of Justice Gorsuch's hypos which -- which Justice Barrett followed might have included private parties. The government doesn't take a position as to how this would cash out in terms of private parties.

I think, as Petitioner's counsel noted, I think there's obviously different issues of consent, especially when we're talking about reaching a member of the general public. But, in terms of reaching government employees and agents, we think that they can clearly be reached.

CHIEF JUSTICE ROBERTS: So --
MS. BAIRD: I do agree with him that --
CHIEF JUSTICE ROBERTS: -- I -- so, even though we require pretty express consent by a state before they're bound under the Spending Clause, we don't require that with respect to the individuals?
MS. BAIRD: Your Honor, no. I think what -- what matters for purposes of the Spending Clause is clear notice to -- to the states who accepted funds. And, again, this isn't surprising to individual officers. They're --
CHIEF JUSTICE ROBERTS: So you're saying -- does the same standard apply to the individual employees?
MS. BAIRD: No, I do not think under the Spending Clause that they need to have clear notice. And --
JUSTICE GORSUCH: I think that's -- that's got to be the implication of your position, is that both clear notice and consent this Court has said time and time again are required for states to be bound, and you're

saying neither of those apply when it comes to state employees.

MS. BAIRD: So I guess I should clarify my answer that I do think it depends on what power the Court relies. I think, if the Court were to --

JUSTICE GORSUCH: Spending Clause power.

MS. BAIRD: If the Court were to say only the Spending Clause, then I do think that -- that you would have to have consent of the state official, and I do think we have that here.

JUSTICE GORSUCH: Whoa, whoa, whoa, whoa, whoa. I -- let's back up. We're talking about a spending power statute, okay, and -- and you -- everybody has to agree, I think, that consent and notice are required for -- for a state to be bound, right?

MS. BAIRD: Yes.

JUSTICE GORSUCH: And are you saying those are or are not required for the state employee to be bound?

MS. BAIRD: So, under the Spending Clause, I think that the sort of privity

argument that we've been talking about today --

JUSTICE GORSUCH: Right. So no is the answer because it works for the state and, because the state employs these individuals, they're necessarily bound?

MS. BAIRD: I -- I do think that's right. And I think that --

JUSTICE GORSUCH: Okay. So no consent and no -- no notice is required for the employees?

MS. BAIRD: I think --

JUSTICE GORSUCH: That has to be the logic of your view.

MS. BAIRD: I think not as a formal matter in terms of under the Spending Clause, but I think the reason that this is such an easy case under either the Spending Clause --

JUSTICE GORSUCH: Okay. What do we do if that's true -- and I think it has to be, right, and I -- I appreciate the candor -- with the fact this Court has always said that the, you know, contract is the analogy, and it's certainly true that a -- an agent is liable to his principal for violating the principal's rules, here, the employee to the state.

But it has never been the case -- well, never may be strong -- but, certainly, if I look at the Restatement, an agent isn't responsible to a third party with whom the principal has a contract. Privity doesn't run like that. It runs between the principal and the agent, not a third party.

What do you do about that?

MS. BAIRD: Yes, Justice Gorsuch. Well, I would strongly resist that the contract analogy applies to answer --

JUSTICE GORSUCH: Okay. Okay.

MS. BAIRD: -- every question that arises in Spending Clause legislation.

JUSTICE GORSUCH: That -- that -- that's -- that's an answer, is just ignore this -- contract analogy. Fair enough.

MS. BAIRD: Well -- well, I think that -- I -- well, I think what the Court's cases say is that the contract analogy is important for purposes of determining notice. It's did the recipient --

JUSTICE GORSUCH: Notice and consent, yeah.

MS. BAIRD: -- did the recipient have

notice. I think, here, it makes it an easier case under the Spending Clause, unlike all of the cases where the Court has considered like in Medina --

JUSTICE GORSUCH: But you're asking us to ignore contract principles when it comes to the employees, right? I mean, that -- that has to be right.

MS. BAIRD: No. I -- we just don't think that -- that the contract analogy answers the question. We think the Court --

JUSTICE GORSUCH: Right.

MS. BAIRD: -- needs to sort of tick through the constitutional analysis and ask, you know, is this -- a necessary and proper means of enforcing the substantive RLUIPA condition. And we think it is.

JUSTICE GORSUCH: But we have -- we have to look outside the contract analogy because it wouldn't get to the employee here. It wouldn't. I mean, there's no privity between the employee and the federal government.

MS. BAIRD: There is not. But, again, the Necessary and Proper Clause gives Congress

the power to enforce a condition that's validly imposed. So, once we have a valid condition that has been imposed and to which the state consented, surely, Congress can take the half-step further to enforce that condition against the people --

JUSTICE BARRETT: But --

MS. BAIRD: -- who are most likely to violate it.

JUSTICE BARRETT: -- now, Ms. Baird, so it sounds to me like you want to use the contract analogy to limit the scope of this argument because you keep saying, well, no, this is privity, this is privity, and that's why we don't need to take a position on whether it would reach a member of the general public, right? But then you're moving away from the contract analogy when Justice Gorsuch is asking you about, well, do these principles of contract law apply?

I don't understand. It seems like we're slipping in and out of the contract analogy.

MS. BAIRD: Yeah. So let me try to be clear, Justice Barrett. I think that the

contract analogy applies to determine whether there is notice. I think this Court's cases are clear that the notice that matters is the state's notice. I do think that the officers can be fairly held to account for notice here.

I think, under the Spending Clause alone, this is an easy case because officers consent to work at a federally funded state prison. I think, when we add in the Necessary and Proper Clause, you know, the farthest this Court has ever gone is Sabri, which reached a -- member of the general public. There was no consent there. I think that the Necessary and Proper Clause allows Congress to enforce valid conditions.

There may be hard questions about can Congress impose the condition in the first place, but I think, once Congress has imposed the condition -- and, again, Respondents don't dispute that they're bound by the substantive RLUIPA condition, and courts of appeals have upheld the substantive condition under the Spending Clause -- Congress can go one half-step further and enforce it against individuals --

JUSTICE BARRETT: But that half-step has to include members of the general public because you're relying not just on the contract because the answers about the contract are that it does not need to give clear notice to the employee. So they're getting their notice from the statute, right?

MS. BAIRD: Yes, I think they have notice from the statute. And, again, I think qualified immunity is an important backstop for -- for officers. I guess, with -- what I would say about members of the general public is I think, conceivably -- and the reason we're not taking a position on sort of how this nonparty liability issue cashes out there, because I think there conceivably could be different analysis under the Necessary and Proper Clause.

I think, here, it's necessary --

JUSTICE BARRETT: What would that analysis look like?

MS. BAIRD: Well, so let me just walk through what the analysis is like for individual officers, and then, as I'm doing that, I can -- we can sort of see how it would

be different. But, here, it's necessary to enforce it against individual officers because, otherwise, the condition would go unenforced in a significant category of cases. And the facts as alleged here are good example of that, facts of one-time abuses --

CHIEF JUSTICE ROBERTS: You can finish your answer.

MS. BAIRD: Thank you, Mr. Chief Justice.

That Congress clearly had on its mind in RFRA and RLUIPA, you know, the destruction of a Bible, et cetera. It's also proper because this is a longstanding traditional remedy, and it's against state officials who are most likely to violate the condition. These are the people through whom the state acts. A state otherwise doesn't act but through its officials.

And so I think that necessary and proper analysis could look a lot different when we're reaching a member of the general public. And I think there could be other safeguards. I mean, there are other limits on Spending Clause power too, and I think those would equally

apply.

CHIEF JUSTICE ROBERTS: Thank you, counsel.

Justice Thomas?

Justice Alito?

JUSTICE ALITO: In determining whether there was clear notice, what is the relevant point in time?

MS. BAIRD: So I think it would be what is the notice as provided by the statute. In Medina, I think it was Footnote 8, the Court said we care about notice as provided by Congress. So it --

JUSTICE ALITO: No, what date? What is the date?

MS. BAIRD: So when RLUIPA was enacted in -- in 2000. And we care about what the --

JUSTICE ALITO: It's not the time -- it's not the point at which the state accepts the money?

MS. BAIRD: Yes, but I think -- so -- so, yes, we care about the state's notice at the time they accepted the funds, but I think --

JUSTICE ALITO: And what was -- what

is the relevant date there?

MS. BAIRD: So I --

JUSTICE ALITO: In this case?

MS. BAIRD: I -- RLUIPA is tied to all sorts of federal funding. And so I don't have a specific date on which they accepted funds, but I imagine they're continually accepting federal funds. You can go to usa.spending.gov to see the different funds that they receive from the government.

JUSTICE ALITO: Was it clear before Tanzin?

MS. BAIRD: Yes, I absolutely do think it was clear because Tanzin is illustrative. I think Tanzin is helpful for us because it shows why the textual analysis comes out the way it does. I don't think it was necessary.

JUSTICE ALITO: Even though all the courts of appeals had gone the other way, and even without Tanzin, you think it was clear?

MS. BAIRD: I -- I would say so, Justice Alito. And here's what I would say. I mean, in talking about the courts of appeals decisions, yes, they've all gone the other way. I agree with Petitioner not all of them said

that the statute wasn't clear. I think that, really, there's no sort of how lopsided is the circuit split rule. It's odd to think that at time zero, a statute could not provide clear notice or -- or could provide clear notice, but then, at time one, when all of the circuits have gone the other way, it doesn't provide clear notice. There's just no administrable way to administer that rule. And so --

JUSTICE ALITO: Well, Tanzin was decided, I think, 18 days before the event in question here, and -- and maybe General Agui aga could answer the question. But, if funds were not received after that date, doesn't that make it more difficult?

MS. BAIRD: I -- I don't think so, Your Honor. I think that timing is right from -- from what I understand the allegations to be in the complaint. But I -- again, I don't think the -- the argument depends on Tanzin. The notice that we care about is the notice as provided by Congress. And text is the only reliable indicator of meaning.

The other thing I'll say is sort of just as a basic principle, when Tanzin

interpreted RFRA to make clear that individual capacity damages are available under RLUIPA too, that's not just what RLUIPA meant post-Tanzin. That's what RLUIPA has always meant. That's Rivers versus Roadway Express.

JUSTICE ALITO: Okay. I -- I -- I -- I -- I understand the point. Could you address Justice Gorsuch's hypothetical about the coach? Let's just take that as an example. What is the position of the United States regarding that situation?

MS. BAIRD: So, assuming the coach, this is a public entity and the coach is a -- a government employee, yes, the -- there could be a cause of action there, but, again, I think the difficult part -- and I'm not going to fight the hypothetical -- I think yes, but the difficult part is, can Congress impose the condition in the first place? And there are serious limits on what Congress can do under the Spending Clause. There's not just Dole, but there's other principles that the Court has laid out, in Gordon --

JUSTICE ALITO: Yeah, and what would be -- that's what I'm asking. What would be

the limitations?

MS. BAIRD: Sure. So there's several. I mean, the Dole factors, obviously. There's the unconstitutional --

JUSTICE ALITO: Well, would the Dole factors be met in this -- in that situation?

MS. BAIRD: Well, you know, I don't -- I don't want to take a position on sort of the outer reaches of the Spending Clause because this case is really about enforcement. And so I don't want to get ahead of the United States on very difficult questions about how far does the Spending Clause go.

I think the important thing is that there are limits. The Dole factors, there's the unconstitutional conditions doctrine, Congress can't condition funds on someone giving up their constitutional rights. There's coercion. And then I think the remedy itself has to be constitutional. It has to comply with due process.

And then, as I was talking with Justice Barrett about, it also has to be necessary and proper. So there may be some instances in which a remedy is not necessary to

enforce a condition or a proper means of enforcing the condition, and those requirements can have teeth.

JUSTICE ALITO: Well, you're taking -- you're asking us to take an important step. It would be helpful if we had an idea about where this road is leading, but you don't want to provide an answer to that.

MS. BAIRD: Well, Justice Alito, I think because it's not presented in this case. I think that when the Court has a Spending Clause case about how far Congress can go in imposing the condition, then I'm sure we'll be up here as a party talking about that with you.

I think that the United States hasn't sort of taken a position on that question because --

JUSTICE ALITO: How often -- how often has this Court held that Congress has imposed an impermissible condition under the Spending Clause?

MS. BAIRD: I mean, NFIB is an example.

JUSTICE ALITO: Yeah. What else?

MS. BAIRD: Alliance for Open Society,

there's a First Amendment violation there. There are real limits. I think in Printz said that there wasn't -- it was a necessary and proper case -- said that it wasn't a -- a proper means of enforcement. So I think that -- that -- that the Court can, if it wants, address that in a -- in a separate case.

I think, really, the question here -- and I'm not trying to frustrate the Court, but the question is really just, can Congress enforce a condition that is validly imposed? The hard question in Your Honor's hypothetical is whether Congress can impose the condition. And at page 46, they admit that they are bound by the condition. The only question is one of enforcement.

And Congress can certainly -- again, if these officers can be held for contempt and subject to personal consequences, Congress can surely hold them accountable in their individual capacity for damages, which everyone knows that that is what RLUIPA was trying to do.

JUSTICE ALITO: Thank you. Thank you.

MS. BAIRD: Thank you.

CHIEF JUSTICE ROBERTS: Justice Sotomayor?

JUSTICE SOTOMAYOR: A new road by us would be to rule for Respondent, correct?

MS. BAIRD: I -- I would say so, Justice Sotomayor, yes.

JUSTICE SOTOMAYOR: It would put at risk dozens of federal statutes, correct?

MS. BAIRD: I think so. If the Court says that neither through the Spending Clause or the combination of the Spending and Necessary and Proper Clause Congress can't do this, then I think that would be ground-breaking, yes.

JUSTICE SOTOMAYOR: Similarly ground-breaking is a requirement that somehow, when individual damages are at risk, that Congress has to be more specific than at -- using appropriate relief, because we've approved damages under appropriate relief in other statutes, haven't we?

MS. BAIRD: I think --

JUSTICE SOTOMAYOR: Spending Clause?

MS. BAIRD: Well, and Franklin's a good example of this because, in Franklin,

there was --

JUSTICE SOTOMAYOR: Franklin, exact --

MS. BAIRD: -- there was not even an express cause of action. So, if we're concerned about clear notice and what clear notice is, here, we have an express cause of action that expressly applies to these officials and expressly provides for appropriate relief.

JUSTICE SOTOMAYOR: Thank you, counsel.

MS. BAIRD: Thank you.

CHIEF JUSTICE ROBERTS: Justice Kagan?

JUSTICE KAGAN: When -- when you just said, Ms. Baird, ground-breaking, could you hum a few more bars on that? I mean, ground-breaking how? Ground-breaking, what would happen, what would follow?

MS. BAIRD: Sure. Well, I mean, I think Petitioner's brief laid this out nicely, but there's sort of a long history of Congress being able to reach outside of the strict privity between the federal government and an entity that receives funds. I think all of that could be called into question.

I think we've cited some sort of on-point statutes in our brief where employees or agents can be held liable. That's the Federal Nursing Home Reform Act, EMTALA, Title X. And then I think, if -- if the Court accepts Respondents' arguments on the constitutional issues, I think that could call into question Section 666, the bribery statutes, and Sabri. I think that this case is such an easy case because this case does not even approach the outer limit that this Court has recognized in Sabri as permissible.

And I think all the Court has to do, the Court does not need to extend Salinas and Sabri. I think all it has to do is cite those cases, say that no one has asked us to overrule them, case closed.

JUSTICE KAGAN: On -- on Salinas and Sabri, I mean, one of Respondents' arguments is that those cases are different because the federal government's interest in funding was more directly involved, that what they really were all about was ensuring that the federal government could make sure that the recipient didn't fritter away the federal government's

own funds.

So why is that true or not true?

MS. BAIRD: Yes. So we would strongly resist that RLUIPA isn't about protecting federal funds. It absolutely is. The federal government gives money to prisons, to state prisons, on the condition that they won't violate religious free exercise. When they do that anyway, the government is not getting what it pays for, which is institutions that respect religious exercise.

So I do think that this is about protecting the funds. I'll also say that in Salinas and Sabri, the Court was concerned about more than just protection of the actual funds at issue. And I think you can see this because neither case required any nexus with the federal funds.

It's most obvious in Salinas, where the Court there described the threat to the federal program was the deputy sheriff who was giving preferential treatment to the inmate. The -- it was clear as day that that was the threat that the Court was talking about. And I think, here, the -- the federal program is

similarly threatened when officers can violate conditions on federal funds with impunity. Because --

JUSTICE KAGAN: So, in -- in -- in those cases, what the Court was really saying is that the federal government has every right to deal only with institutions that are not generally corrupt. And, here, it's the same except the end of the sentence would be not generally rights-violating.

MS. BAIRD: I think that's right, Justice Kagan. The government -- the federal government does not want to be a party to egregious violations of religious liberty like the facts in -- alleged in this case. I mean, the -- the federal government has the power when it says it's giving federal funds on the condition to enforce that condition, and the state can always say no.

JUSTICE KAGAN: Thank you.

CHIEF JUSTICE ROBERTS: Justice Gorsuch?

JUSTICE GORSUCH: I take your point that a holding that -- that said that Congress could never pass a statute conditioning

employees making them follow RLUIPA because that would exceed necessary and proper bounds would be quite a holding, but the same would go for the coach too on the Title IX recipient. That would be quite a holding for us to say Congress couldn't do that. I take that point, but I think it would apply to the coach as well.

And I also think it's very different to say whether Congress could or couldn't do it, it didn't provide the clear statement that's required. And there's nothing novel about that. We just did that last year in Medina for crying out loud, right --

MS. BAIRD: Well, Your Honor --

JUSTICE GORSUCH: -- at the government's urging, right?

MS. BAIRD: Well, Your Honor, yes, I think that was right.

JUSTICE GORSUCH: Okay. All right. And then --

MS. BAIRD: But --

JUSTICE GORSUCH: And -- and -- and then -- well, go -- if you want to finish, if you want to add, feel free.

MS. BAIRD: Oh, I was just going to say there's a really important difference between this case and Medina which I've sort of mentioned a couple times, which is this case involves an express cause of action, so I think, in Medina, the hard --

JUSTICE GORSUCH: I understand that. The question is to whom and -- and whether there's clear notice. And simply saying it's not clear notice and there isn't consent, there's nothing novel about that. We did that in Dole, we've done that in Medina, we've done that -- not in -- but, in a lot of other cases, we've done that, right?

MS. BAIRD: I -- I -- I think that's right. But I do think --

JUSTICE GORSUCH: Okay.

MS. BAIRD: -- there's clear notice here, Justice Gorsuch, and I'm happy to --

JUSTICE GORSUCH: I -- I understand you think that. No, I -- I -- on the clear notice point, you say, well, it was -- it was obvious even before Tanzin, right?

MS. BAIRD: Yes, Your Honor.

JUSTICE GORSUCH: What do we do about

the federal government's representation in Tanzin itself that RLUIPA does not clearly authorize these suits against individual employees in a state?

MS. BAIRD: Yes, Your Honor. That's a fair question. So we were a party in Tanzin. We took a shot at the text, what we thought was a -- a good interpretation of the text. And, admittedly, we had an interest there in defending federal officers against damages suits, but, hey, we lost and we lost very badly. It was 8-0.

JUSTICE GORSUCH: Well, that was RFRA, and, absolutely, you lost badly. But you said with respect to state officials and RLUIPA that it doesn't authorize. And now you're asking us to believe that it was clear even though you got it wrong?

MS. BAIRD: So, Justice Gorsuch, we've taken to heart this Court's decision in Tanzin. And I think that Tanzin's analysis really does --

JUSTICE GORSUCH: Thank you, counsel.

MS. BAIRD: -- help the Court decide the question. I -- it doesn't govern --

squarely, but I think it does illustrate why the text means what it does here.

CHIEF JUSTICE ROBERTS: Justice Kavanaugh?

JUSTICE KAVANAUGH: You agree that the Spending Clause statute must unambiguously authorize damages in order for damages to be available, correct?

MS. BAIRD: Yes, I think that's the clear notice requirement.

JUSTICE KAVANAUGH: Okay. And do you have any differences with Petitioner on why you think this statute, RLUIPA, clearly authorizes damages?

MS. BAIRD: I mean, I think Petitioner put it about as good as I could. I think that it -- it's really important to start with the -- the individual capacity action. I think, if you look at this text, it is clear as day that it applies to officials in their individual capacity. It applies to an official or any other person acting under color of state law.

I grant you that if we weren't looking at appropriate relief in isolation, I think it

would be a much harder question, but we're not. The -- the question that Tanzin started with and I think the Court should start with here is, who is the defendant?

And that makes all the difference between Sossamon and this case because, in Sossamon, the context of a sovereign defendant, there's absolutely no history of that. Damages are extremely inappropriate against a sovereign, whereas -- and Tanzin lays out this history in -- in a really helpful way -- in the context of individual officers, damages are the norm.

JUSTICE KAVANAUGH: And I'm not saying whether I agree with this or not, but just to get the order of potential operations on the table, if we were to conclude that this statute does not clearly, unambiguously authorize damages, that avoids all the ground-breaking issues that you've been discussing, correct?

MS. BAIRD: Well, I think you -- you would also want to consider sort of downstream consequences with respect to RLUIPA if the Court says that the text isn't clear.

JUSTICE KAVANAUGH: I understand that.

My specific question was the ground-breaking consequences you were discussing. That would be put off for another day, correct?

MS. BAIRD: That might be --

JUSTICE KAVANAUGH: Even though you think, and I take your point, and that's why I said I'm not saying whether I agree with this or not, there would be RLUIPA consequences.

MS. BAIRD: Yes. I think there would be RLUIPA consequences because I think there would be a question about the alternative jurisdictional hooks of the Commerce Clause. I think you'd also call into question the alternative jurisdictional hooks in the land use context because there would a question of whether that interpretation governs those separate powers.

And I think the Court should just sort of follow the text where it leads. This is a legal question like any other legal question. We think the notice is clear. I do think that that would probably be less disruptive than sort of all of the other consequences I was talking about with Justice Sotomayor.

JUSTICE KAVANAUGH: Thank you.

CHIEF JUSTICE ROBERTS: Justice Barrett?

JUSTICE BARRETT: So I just wanted to clarify one point. You said that if there were not individual -- if there was not individual liability for damages available here, it would make it hard for the federal government to protect its money because -- this was in response to Justice Kagan.

MS. BAIRD: Yes. Yes.

JUSTICE BARRETT: Because the federal government doesn't want to give money to prisons that are rights-violators essentially, right?

MS. BAIRD: Mm-hmm.

JUSTICE BARRETT: But the federal government, we usually say in the Spending Clause context that the remedy is for the federal government to pull the funds, right? So it could do that?

MS. BAIRD: Yes. I -- that is an option, Justice Barrett. I will say -- so -- and I'd have to go back to check every single case, but I believe that the cases in which the Court has said that, there's no express cause

of action.

And so, yes, I think the Court has said in a case like Medina, for example, when you're analyzing this hard question about can this right be enforced via 1983, I think there's a default presumption that Congress wants to enforce it by pulling the funds. But, here, Congress made a policy choice to enforce it through creating a cause of action.

And this isn't unusual. We all know what Congress was trying to do. It was trying to restore pre-Smith rights and remedies and that had long been available under the First Amendment through 1983. So I think Medina makes clear that it's a policy choice whether to create a cause of action. Congress has done that here. And we think that should be respected.

JUSTICE BARRETT: So you think Congress couldn't pull the funds here?

MS. BAIRD: Oh, no. I -- I think that that might -- that might be an option available to the federal government. We also have a cause of action for the federal government to enforce RLUIPA through injunctive and

declaratory relief, but I guess what I'm saying is that the fact that that's a usual remedy, the Court has said that in cases without an express cause of action. And I think, you know, so is that the usual remedy? Maybe in those cases. I don't think that's the usual remedy here because Congress told you how it wants to enforce.

JUSTICE BARRETT: I see. I see. Is there any daylight between you and -- the question the government always gets --

MS. BAIRD: Yes.

JUSTICE BARRETT: -- do you stand with Petitioner all the way, or is there any difference in your positions?

MS. BAIRD: No, I don't think there's any daylight. There might be, like, if you drill down, like, there might be some small differences at the margins, but I don't think there's anything that would matter to the Court's resolution of the case.

JUSTICE BARRETT: And one other question. So there's been a lot of talk about whether there has to be clear notice in the contract to the employees or whether the

statute is enough. And the government and the Petitioner say the statute is enough.

But the statute could have -- or -- or Congress could, in giving the funds, right, in the Spending Clause context, it could say to LDOC or whatever state prison system it's contracting with that it has to be a condition of the contracts that the guards would be liable or that individuals be liable for damages, right?

MS. BAIRD: Sure. I mean, yeah, Petitioner has laid that out and says this can all be done through contract. We agree with that. But I don't think that that means that what Congress did here is impermissible. I think that there's clear notice on the text of the statute.

I think how a state responds, how a Department of Corrections responds, I think they should inform their officers. There are briefs saying that officers are informed of the requirements that govern prisons.

I do think that -- that officers expect this. This isn't surprising. They're not some disinterested third party. These are

people who work in -- in prisons and know the conditions that apply to them.

JUSTICE BARRETT: Thank you.

CHIEF JUSTICE ROBERTS: Justice Jackson?

JUSTICE JACKSON: So I guess I'm trying to understand how Congress could have said it any clearer. I mean, to the extent that we're puzzling over whether or not there's a clear statement in the statute, you know, it says, "A person may assert a violation of this chapter as a claim or defense in a judicial proceeding and obtain appropriate relief against a government."

If that doesn't refer to money damages being brought by an individual for a violation of RLUIPA, what could Congress have meant by "appropriate relief" here?

MS. BAIRD: I mean, we agree with you. We think it's clear, especially once you look at the definition of a government, "appropriate relief against a government" becomes -- the word "appropriate relief" becomes clear in the context of who we're talking about here, which is individual officers. So we would agree with

you.

JUSTICE JACKSON: And even broadening out the lens more, I mean, RLUIPA is applying to prisons in a circumstance in which the -- PLRA and other statutes make it very difficult for prisoners to get any other kind of relief, right? I mean, they can't get injunctive relief in any -- any sort of meaningful way.

MS. BAIRD: I think they could. I think prisoners could get injunctive relief under RLUIPA, and we would say that's another form of appropriate relief.

But I do think that damages are necessary to complement, especially for instances likes -- like the one alleged here, where there's a one-time abuse. I think it also comes up in cases of -- when claims for injunctive relief are mooted by release or transfer.

JUSTICE JACKSON: Or transfer, which can happen all the time, so it's --

MS. BAIRD: Yes. And it's very -- very common.

JUSTICE JACKSON: And -- okay. You -- you've said many times that this is an easy

case, and I think it's because of the privity argument. I'm trying to kind of puzzle through it.

The state can say no to the condition in this situation. It has notice. It's a part of the agreement that the state makes to accept the funds. So it can say no to the condition that it must follow RLUIPA.

But then we have this other layer, which is the employees, I suppose, can say no to a state that has agreed to the condition, right?

MS. BAIRD: I think that's right. They have a choice whether to voluntarily accept employment in a federally funded program --

JUSTICE JACKSON: Against the backdrop of a clear cause of action against people in their position for violations of the law?

MS. BAIRD: Yes. I think the statute is clear as day that it applies to individual officers, and in that context, appropriate relief clearly provides damages.

JUSTICE JACKSON: And don't we ordinarily hold people responsible, especially

officials, for knowing what the law requires and following it?

MS. BAIRD: I think that's generally a presumption that -- that this Court has endorsed, yes.

JUSTICE JACKSON: Thank you.

CHIEF JUSTICE ROBERTS: Thank you, counsel.

Mr. Agui aga.

ORAL ARGUMENT OF J. BENJAMIN AGUI AGA

ON BEHALF OF THE RESPONDENTS

MR. AGUI AGA: Thank you, Mr. Chief Justice, and may it please the Court:

The Court should resolve this case on either of two grounds. First, you should say, as Chief Judge Sutton has said both before and after Tanzin, that RLUIPA does not clearly and unambiguously create an individual capacity cause of action for damages.

Or, second, you should say, as Judge Sullivan has said after Tanzin, that even if Congress spoke with unmistakable clarity and created such a cause of action, Congress exceeded its constitutional authority.

But however you affirm the judgment

below, it is extraordinarily important that the Court reject Petitioner's attempt to radically expand -- congressional power. His view of the Spending Clause would mean that foundational cases like Pennhurst and Cummings were confused, Mr. Chief Justice, because Congress can actually impose spending conditions on non-recipients too.

In his view of the Necessary and Proper Clause would make Sabri look modest, Justice Thomas, because, on his view, Congress doesn't even have to pretend to be protecting federal dollars and cents from corruption before regulating members of the general public.

Now, to be sure, I have a lot of friends on the other side of this case who have valid concerns about Congress's silence over the past 25 years when 10 federal courts of appeals have said that there's no individual capacity claim for damages under RLUIPA.

But the solution is not to distort this Court's existing precedents to try to change that status quo. It is instead to tell Congress to act exactly like it did in 1993

after Smith and in 2000 after City of Boerne, which is to pass new legislation, supersede Sossamon, and amend RLUIPA to allow for damages against the states, and then the states can decide, each state for itself, whether it accepts that express condition.

The answer is across the street, not here. I welcome the Court's questions.

JUSTICE THOMAS: There's been quite a bit of reliance on Sabri and Salinas. Could you spend just a few moments giving us your argument as to why they -- these cases aren't dispositive?

MR. AGUI AGA: Absolutely, Justice Thomas. So, if I could give you the one sentence that I think might be the most important in this Court's precedents for this case, that's the very last sentence of Section II in Sabri at page 608. This is the paragraph where this Court in Sabri rejected Mr. Sabri's Spending Clause challenge. He said that this legislation is coercive. This Court said no, it's not Spending Clause legislation at all. This is not Congress's -- Congress's attempt -- 666 is not Congress's attempt to impose its

will on states' choices about public policy. It's instead Congress's Necessary and Proper Clause authority to basically target those who convert public spending into unearned private gain. That's the line that the Sabri Court drew.

And, Justice Thomas, I think that is exactly the line, the framework that you should keep in mind when asking what is RLUIPA. Is it more like 666, where you're targeting actual federal dollars and cents, or is it like true Spending Clause legislation, where what Congress is doing is imposing its own policy choices on the state recipients of federal funding?

JUSTICE KAGAN: But the actual dollars and cents weren't at issue in that case. What -- what the Court was upholding was the federal government's right to say we're not -- we're -- we're -- we shouldn't -- we need some strings in place to ensure that the money we pay to a federal institution is going to an honest federal institution, an -- an institution that won't be profligate with our money generally even though there's no nexus

with the money here.

And so too the government can say, you know, the integrity of the institution is -- has something to do with not taking bribes, and the integrity of the institution has something to do with not violating rights.

And both of those things fall within the federal government's interests.

MR. AGUI AGA: And, respectfully, Justice Kagan, that's not consistent with Sabri. Look at page 606. This is the "money is fungible" paragraph that spans -- spans 605 to 606. The theory that the Court was articulating there to sustain statutes like 666 is to say, what is the articulated federal interest in this statute? And the very last sentence of that paragraph says the federal interest here are federal dollar thresholds that Congress embedded in the statute as its putative protection.

Now I'll grant you, Justice Kagan, that Sabri, I think, has to be the outer limit of the -- Congress's Necessary and Proper Clause authority because what it was doing there really had no direct tie to the funds at

all. But the theory that this Court cited in justifying reaching the result it did was to say we're going to look at the federal dollar thresholds in 666, we're going to say, well, Congress is at least pretending to protect those federal dollars --

JUSTICE SOTOMAYOR: I'm sorry, but it's the same thing here, meaning they're trying to protect their federal dollars from going -- from not supporting a program that violates religious liberty. So I'm not sure that that distinction makes any sense to me.

MR. AGUI AGA: Your Honor, that -- that's not correct because there's a very important difference between Congress protecting its constitutional authority to spend and its constitutional --

JUSTICE SOTOMAYOR: And it has constitutional authority to spend and give money to state prisons as well.

MR. AGUI AGA: But it -- but it --

JUSTICE SOTOMAYOR: I mean, it -- it -- it wasn't -- in those programs, it could spend on programs, but it didn't have to.

MR. AGUI AGA: But what Congress does

not have inherent sovereign authority to do under the Spending Clause is regulate. The only way it can regulate is if the recipient of the federal funds agrees in return.

JUSTICE SOTOMAYOR: But a criminal statute is regulation.

MR. AGUI AGA: It absolutely is regulation, Your Honor, but what I'm saying and what this Court said in Sabri is that a statute like 666 is not spending -- it's not -- that's not a spending condition at all. And that's why I think the most important starting point in this Court's analysis is to ask, is this a spending condition? The federal government agrees at page 23 --

JUSTICE SOTOMAYOR: All right. If we disagree with that?

MR. AGUI AGA: And I'm happy to take the disagreement, Justice Sotomayor.

JUSTICE SOTOMAYOR: All right.

MR. AGUI AGA: But I do think that that line that this Court drew at the end of Section II in Sabri is the right way to think about this. And I think --

JUSTICE SOTOMAYOR: All right. Thank

you, counsel.

JUSTICE BARRETT: Do you agree, General Agui aga, that as a spending condition, the federal government could have told Louisiana Department of Corrections that it had to include a clause in the contract telling individuals that they would be liable for damages?

MR. AGUI AGA: Absolutely, Your Honor.

JUSTICE BARRETT: Why is this so different then?

MR. AGUI AGA: It's different because -- I -- you know, the -- the word "privity" has been thrown around a lot on the other side of the case, and with all due respect, I don't understand that. When we're talking about consent in the spending -- context, you're asking whether the ultimate regulated entity has, in fact, to -- consented to whatever the conditions are.

And in your hypothetical, Justice Barrett, I think you can see -- you can conceive of Congress saying we're going to require you to basically require a contract of assumption by your employees where anytime an

employee comes into the state and says I want to work for the state, the state says in response, if you're going to do that, you have to agree to these specific conditions that the federal government has imposed on us.

There is nothing like that contract in this case, and that's why I think all of those hypotheticals at the end of the blue brief about how Congress could have created direct contractual privity between a state employee in his individual capacity and the federal government doesn't hold up because, at the end of the day, what they're saying, what they're telling you is what Congress could have done. You don't see that line here. And --

JUSTICE JACKSON: But, General --

JUSTICE BARRETT: Yeah, but aren't they saying that if you have the contract and then you have RLUIPA on the books, that the combination of those things essentially is the condition that the employees were aware of --

MR. AGUI AGA: Your Honor, that --

JUSTICE BARRETT: -- when they signed up for the job?

MR. AGUI AGA: Your Honor, that is not

how this Court's Spending Clause cases conceive of consent. And I think every employee in the country would be shocked to learn that just by accepting employment with their employer, they have thereby personally bound themselves to contracts that --

JUSTICE KAGAN: Oh, really? I mean --

JUSTICE BARRETT: What state -- oh.

JUSTICE KAGAN: Go ahead.

JUSTICE BARRETT: What -- what state remedies did these guards have? This was egregious. Is there a state RLUIPA?

MR. AGUI AGA: There is, Justice Barrett. As we said --

JUSTICE BARRETT: And would that have provided relief to them if they had chosen to sue under it? As far as I can tell, they did not.

MR. AGUI AGA: They did not sue. Arguably, the answer would be yes, Justice Barrett. At pages 13 and 14 of our BIO, we describe our law, which basically mirrors RLUIPA, expressly provides for damages, and, you know, that was available. That's available to all prisoners in Louisiana and it's

available even to non-prisoners in Louisiana.

JUSTICE BARRETT: And it would permit money damages or no?

MR. AGUI AGA: It has money damages expressly articulated in the statute, Justice Barrett, and --

JUSTICE BARRETT: And -- go ahead.

MR. AGUI AGA: Well, I was just going to say that that was certainly one remedy that was immediately available. I will say, in terms of the broad scope of remedies available either to Congress, it's -- if it's unhappy with a state like Louisiana or, you know, otherwise, the remedy -- sorry, Justice.

JUSTICE BARRETT: Yeah. No, no. I mean, I -- I understand that. I mean, I just really did want to know as a matter of state law. And -- and then just out of curiosity, obviously, this is beyond the record, I mean, was there disciplinary action here, do you know?

MR. AGUI AGA: So it -- it -- it is outside the record, Justice Barrett. I can say the warden himself is no longer associated with the Department of Corrections.

JUSTICE BARRETT: Thank you.

JUSTICE KAGAN: I mean, the -- the -- the -- the -- the -- the -- the surprise that you were saying employees would have, are they surprised to learn that they find themselves subjected to 1983 suits all the time?

MR. AGUI AGA: Well, Justice -- Justice Kagan, Section 1983 is a remedy, right? It's a cause of action that gives a remedy, and your earlier question about can't you just do this all under 1983 doesn't --

JUSTICE KAGAN: I didn't say can't you do. What I'm saying is that your -- your -- your arguments that they're not getting notice, that they're not -- that there -- there's not enough knowledge, I mean, that would just make 1983 suits -- the -- the same objections could be held with respect to that.

And yet 1983 exists, people bring 1983 suits against state officers all the time, including to enforce statutes that have been enacted pursuant to the Spending Clause.

MR. AGUI AGA: That's right, Justice Kagan. And remember that when we're talking about 1983, the -- the antecedent question at

least in the Spending Clause context is whether the asserted right under the Spending Clause legislation is one that can be enforced in 1983.

And I think the important point there in that antecedent question is the question we're dealing with in our red brief is, can Congress use the Spending Clause to create a substantive right that runs against a state official in his personal capacity? And if the answer to that is no, then you never get to Section 1983.

JUSTICE JACKSON: But didn't we -- didn't -- didn't we answer that question in Talevski? I thought we said in the 1983 context that it didn't matter that it was Spending Clause legislation. We said a law is a law and you can use --

JUSTICE KAGAN: We said secured by the laws of the United States.

JUSTICE JACKSON: Yes, correct.

JUSTICE KAGAN: Include secured by laws acting -- act -- enacted pursuant to the Spending Clause.

MR. AGUI AGA: That's right. And the

question in this case is does Congress have constitutional authority under its Spending Clause power to do what Petitioners say it did in RLUIPA.

JUSTICE JACKSON: No, but I'm saying, why are you not undoing that -- Talevski holding with the argument that you're making today?

MR. AGUI AGA: Your Honor, because cases like Talevski are dealing with suits that are actually against recipients, funding recipients, right? I mean, that's -- nobody disputes that in the -- in the --

JUSTICE JACKSON: That's just a distinction you're bringing in. What I think Justice Kagan was getting at is there -- there's something about your argument that turns on this being Spending Clause legislation and that that has something to do with the extent to which it can be enforced in this way.

And we said in the context of 1983 that it didn't matter that it was Spending Clause legislation, and what she, I think, is trying to say is, why should it matter here?

And if it does matter here, doesn't

that imperil the determination that we made in Talevski that Spending Clause legislation should be treated just like any other law for the -- for this purpose?

MR. AGUI AGA: Your Honor, it matters here because of cases like Cummings that trace all the way back to Pennhurst that say the very legitimacy of Congress's exercise of Spending Clause authority depends on that bilateral agreement. Is it -- is it sending money out and taking a reciprocal promise to comply with conditions in? If you're missing that reciprocal consent from a recipient or putative non-recipient --

JUSTICE JACKSON: So what's your answer -- what's your answer to the other part of this, which is the states are -- do you -- do you dispute that the states have consented? I know they're not the ones that are being bound. But the first step is, did they consent to follow RLUIPA?

MR. AGUI AGA: I have to be very precise about this, Your Honor. Yes, the state consented to RLUIPA's plain terms.

JUSTICE JACKSON: When it accepted the

money, it did.

MR. AGUI AGA: That -- that's -- that's exactly right. And my friends love page 46 of our red brief. What we're saying there is that when a state official in his official capacity is working on the job, he is the state under this Court's common division between official capacities and individual capacities, and, of course, state officials in their official capacities as the state are bound by RLUIPA. That's the --

JUSTICE SOTOMAYOR: I'm sorry, are you saying that this individual who represents the state on page 46 of your brief, you said he's bound by this statute, correct?

MR. AGUI AGA: At --

JUSTICE SOTOMAYOR: Substantively as an official of the state?

MR. AGUI AGA: In his official capacity, of course.

JUSTICE SOTOMAYOR: As the state.

MR. AGUI AGA: He is the state, Justice Sotomayor.

JUSTICE SOTOMAYOR: So he is the state?

MR. AGUI AGA: He is the state.

JUSTICE SOTOMAYOR: So you say it's enough knowledge for him to know what the law says and that he's working for the state and he represents the state, that he can't violate the law, correct? And if an injunction issues, he could be held liable for violating that law, correct?

MR. AGUI AGA: Because it's an injunction against the state, Justice Sotomayor.

JUSTICE SOTOMAYOR: All right. But you're saying at the same time that person who -- the warden, who is cutting the individual's hair, should know that that's a violation of the state for which an injunction should be liable, but he shouldn't know that he's liable for personal damages too? That's what you're saying?

MR. AGUI AGA: Your Honor, that's what 10 federal courts of appeals have said --

JUSTICE SOTOMAYOR: Well, that's what --

MR. AGUI AGA: -- and that --

JUSTICE SOTOMAYOR: -- they said, but,

as the other side pointed out, they didn't start with the first question, which is, is it -- this statute clear that there's an individual cause of action? Yes, it does make that clear. And is it clear by using appropriate damages clear that it includes -- appropriate relief that it includes contract damages? In Tanzin, we said yes.

So, whether they're right or wrong, it's irrelevant. If we assume that the law says what it says, how do we say that official acting in -- as a person knows one thing is wrong for the state, but it's not wrong for him to do or her?

MR. AGUI AGA: So -- so, Justice Sotomayor, I think that goes back to an earlier question Justice Alito asked of the federal government, which is, you know, what perspective are we looking at?

I was surprised to hear the federal government say you look at the time of enactment, when Arlington Central, Justice Alito's opinion for the Court, and then Cummings, the Chief Justice's opinion for the Court, said you look at when the official is

deciding whether to receive federal funds, what would that --

JUSTICE SOTOMAYOR: So, frankly, that would mean that -- do you know when they both -- took -- I thought federal funds came every year.

MR. AGUI AGA: That's -- and that's my point, Justice Sotomayor, is that --

JUSTICE SOTOMAYOR: So every year, they know that they're bound. So does it make a difference if we say it's clear enough, but it wasn't clear to them at the time they took this action because 10 circuits were wrong, but moving forward, it's clear enough to anybody else that they shouldn't do it?

MR. AGUI AGA: That's the very last argument we put in the red brief, Your Honor, which is, if you disagree with everything else I say about the constitutional questions, then that, I think, has to be the answer.

And I will say it's not just what has happened between --

JUSTICE SOTOMAYOR: So form of qualified immunity you're arguing?

MR. AGUI AGA: What -- what I'm

saying, Your Honor, is that between the year 2000 and Tanzin, I think, certainly, we have this huge body of RLUIPA precedent that would have put no state prison on notice about prison officials being liable in their individual capacities.

JUSTICE SOTOMAYOR: How many of those case --

MR. AGUI AGA: But even --

JUSTICE SOTOMAYOR: -- how many of those cases were post-Tanzin?

MR. AGUI AGA: We have four --

JUSTICE SOTOMAYOR: Tanzin was 2020. We have this case. But how many of those were post-Tanzin?

MR. AGUI AGA: I believe we have about four circuits post-Tanzin, Your Honor, and that includes Chief Judge Sutton in Ali versus Adamson, that includes Judge Sullivan in the Tripathy case out of New York.

And the other thing I was going to add to that answer, Justice Sotomayor, is that, like, I -- I -- I'm -- I'm happy to rely on the body of RLUIPA precedent, but in the spirit of Footnote 6 in Sossamon, which looked at

pre-RLUIPA precedent, we have four federal courts of appeals even before RLUIPA saying this sort of cause of action for damages, like, that's not a thing under the Spending Clause. And so, if you just --

JUSTICE JACKSON: Well, don't we have a lot -- don't we have a number of Supreme Court cases that allow for Spending Clause statutes to bond -- to -- to -- to bind non-recipients?

MR. AGUI AGA: Your Honor, the best -- I -- I believe the only example you saw in the yellow brief was the Franklin case, where my friend said that the Eleventh Circuit had a pre-existing case on the books that controlled the answer.

JUSTICE JACKSON: What about Grove City?

MR. AGUI AGA: Your Honor, I -- I don't recall the history behind Grove City, but I guess what I'd tell you is that this is an extraordinarily unique context where you have federal courts of appeals' on-point precedents both before and after RLUIPA's enactment that are, like, unanimously telling any state

operating within the borders -- the regional borders of those circuits, like -- like, this is just not a thing. And that's why when we're --

JUSTICE JACKSON: So are you distinguishing Salinas, Sabri, and Dole on -- I -- I -- I mean, they were binding non-recipients, right?

MR. AGUI AGA: Your Honor, I -- I -- I want to resist the -- the -- the characterization of them as non-recipients because I think you talk about recipients and non-recipients when you're talking about Spending Clause legislation. 666, all of those cases, that's not Spending Clause legislation. That's what this Court said expressly at page 608 in Sabri.

And so, once you conceive of a statute like RLUIPA as Spending Clause legislation or not Spending Clause legislation, that's going to dictate which path -- you know, Petitioner has given you which path you choose. And that's what I'm saying --

JUSTICE JACKSON: Assuming that Spending Clause -- legislation matters. I'm

just -- this is going back to the point with Justice Kagan. Assuming that it makes a difference that it's Spending Clause legislation, you say, then we can distinguish all these other cases.

MR. AGUI AGA: I think it has to matter, Justice Jackson. This --

JUSTICE JACKSON: Even though we said it didn't in Talevski?

MR. AGUI AGA: Your Honor, this is -- the only reason we're here today is because Congress used its Spending Clause authority to pass RLUIPA. Like, if it had never done that, we wouldn't be here today. And I think Petitioner has the burden to tell the Court either you use Spending Clause authority or you use the 666 path --

JUSTICE KAGAN: I mean, Spending Clause legislation, it matters because that imposes a -- a -- a bar of clarity that usually is not imposed. So, when we read the statute, we have to be cognizant of the fact that it was passed pursuant to the Spending Clause and we have to say, is this clear enough?

MR. AGUI AGA: Right.

JUSTICE KAGAN: But that doesn't have anything to do with the questions that you're now talking about, which -- because, once we get to this constitutional issue, we've already decided the statute is clear enough and the question is only could Congress do this.

MR. AGUI AGA: So I respectfully disagree with that, Justice Kagan, for this reason, which is Cummings reiterated that Congress only acts legitimately when it sends federal funds out and it gets a reciprocal promise to comply with conditions in return. Sure, you can say that that existed here as to the state, but you cannot say it with respect to the state official in his personal capacity, one, because he never received --

JUSTICE KAGAN: Yeah, but that's what I'm saying, that's always true with respect to 1983 suits, is that you can always say, oh, the state understood this, but the state employees did not. Now, in fact, that's not true as a factual matter. State employees are well aware that 1983 suits exist and that other federal remedies exist too.

But the point that I'm making is that

this -- this -- RLUIPA is no different with respect to putting an employee on notice than a 1983 action is.

MR. AGUI AGA: And, Your Honor, I think, if and when this Court gets a Section 1983 action where the underlying substantive right --

JUSTICE KAGAN: We can strike that down too.

MR. AGUI AGA: No, I -- well, I think you're going to have a question, Justice Kagan, about whether Congress could use its Spending Clause authority to create the substantive right that runs against an individual person in his individual capacity. That's not a question the Court has answered. I would say, like, I -- if you have -- eventually have to answer it, I think the answer's no because that just is completely contrary to how this Court has conceived of the Spending Clause and the contract -- analogy that undergirds it.

JUSTICE GORSUCH: To the extent we're talking about the contract analogy, an agent who knowingly violates a duty that the principal owes to a third party may be liable

to the principal but not to the third party, right?

MR. AGUI AGA: That's correct.

JUSTICE GORSUCH: Yeah. And the principal, as a result of the agent's misconduct, may be liable to the third party as well?

MR. AGUI AGA: May be liable. That's absolutely right.

JUSTICE GORSUCH: Yeah.

MR. AGUI AGA: And -- and, Justice Gorsuch, we have the -- the example in the red brief of, you know, the -- the -- the agent who signs a contract on behalf of the principal. You know, even if our state prison officials had signed whatever spending contract under RLUIPA you want to pick on behalf of the State of Louisiana, contract principles will say you're still not personally bound. That doesn't personally bind that agent.

And so a fortiori that's what we have here, is somebody who's, like, not alleged to have been involved in the spending process whatsoever. And let me make clear, I mean --

JUSTICE GORSUCH: And -- and whether

Congress could provide clear notice and get consent from the employees, we don't have to decide that?

MR. AGUI AGA: That's exactly right, Justice.

JUSTICE GORSUCH: Whether that might be necessary and proper, and -- and we don't to have decide that?

MR. AGUI AGA: You could leave it for another day, Justice Gorsuch.

JUSTICE SOTOMAYOR: No, but how about if we don't want to?

(Laughter.)

JUSTICE SOTOMAYOR: Give me your best answer. Give me your best answer. As I'm hearing you, you're saying that they can bind the state by giving the state money, but they can have a -- an abundantly clear notice, every employee you have must abide by this statute, and if they don't, that individual employee will pay damages. You're saying that's not adequate notice. It's not adequate notice if the individual signs a contract with the state agreeing because they didn't sign the contract with the federal government? Is that your

argument too?

MR. AGUI AGA: Well, I -- I -- I'm not calling -- I'm not quite following that last part of the question, Justice Sotomayor.

JUSTICE SOTOMAYOR: Assume that the --

MR. AGUI AGA: What I -- what I --

JUSTICE SOTOMAYOR: The hypothetical that the other side put forth, they could have had the government say to the states: Tell every employee that they're liable if they breach -- to us if they breach this contract.

MR. AGUI AGA: So -- so, Justice Sotomayor, if a Congress passes a statute that says: States, if you take our funds, every one of your employment contracts has to tell the employees that they're --

JUSTICE SOTOMAYOR: How about states that don't have employment contracts? States who just hire you pursuant to a collective bargaining agreement, it's pursuant -- a -- federal government can't say you must tell every employee they're personally liable?

MR. AGUI AGA: Any contract the state enters into, if -- if the state is the recipient of federal funds and Congress says --

JUSTICE SOTOMAYOR: Will the individual be liable if the state -- the federal law is that clear?

MR. AGUI AGA: Your Honor, I think Congress would have to tell the state you have to flow down in those contracts all of these requirements, and then you get consent from whoever the contractee is.

JUSTICE SOTOMAYOR: So you want a piece of paper for people to know the law?

MR. AGUI AGA: In the jurisprudence --

JUSTICE JACKSON: Yeah, because, I mean, in -- under contracts, do you have to have it written down on a piece of paper? I thought you could make an agreement that didn't --

MR. AGUI AGA: It's a --

JUSTICE JACKSON: -- that -- that -- that wasn't express in that way?

MR. AGUI AGA: Justice Jackson, in a -- in a jurisprudence based on consent, consent has to mean something.

JUSTICE JACKSON: No, no, no, I understand.

MR. AGUI AGA: And the -- the method

of --

JUSTICE JACKSON: I understand. And -- and the question, I think, that Justice Sotomayor is asking is, why can't that consent be demonstrated through the employment agreement? Whether the employment agreement has all the terms written down or not, why couldn't we have a situation in which Congress makes clear to the states that its employees need to follow the law or be held liable, you know, individually in this way? And then the states contract with individual employees who understand, given that agreement that is, you know, part of the law, that that's what they have to do?

MR. AGUI AGA: So, Justice Jackson, I think, in that hypothetical, you'd have a factual determination to make, which is what sort of notice was the employee on, what was written down or said in that contracting process?

JUSTICE JACKSON: And your view is only if the state actually writes the terms into the employment agreement would there be sufficient notice to the employee? Only if

they write it down?

MR. AGUI AGA: Justice Jackson, I'm not wedded to the method of the notice.

JUSTICE JACKSON: I'm just answering --

MR. AGUI AGA: But what the courts --

JUSTICE JACKSON: I'd like you to answer that question. If they wrote it down, is your answer that, yes, then the employee could be held liable?

MR. AGUI AGA: If -- if the contract says, by accepting employment, you're agreeing to abide by all of the terms of RLUIPA, which, by the way, includes money damages in your personal capacity, then, yes, that -- that --

JUSTICE JACKSON: But we can't imply that that's the case because --

MR. AGUI AGA: That would require --

JUSTICE JACKSON: -- there is a law that says that federal employees under this circumstance have to abide by RLUIPA?

MR. AGUI AGA: Because that is never how the Court has concepted -- constructed the -- the -- the Spending Clause analysis, Justice Jackson.

JUSTICE JACKSON: Thank you.

CHIEF JUSTICE ROBERTS: Counsel, thank you very much.

Justice Thomas, anything further?

Justice Alito?

JUSTICE ALITO: Let me ask the same question that I asked the other side about the date. What specifically is the date we should look to?

MR. AGUI AGA: Your Honor, it's the date that the state received federal funding. Now, in a -- in a -- in a statute like this, I will be candid that it is difficult to pin down because RLUIPA is agnostic about the source of federal funding. It says any federal funds that run. And so, if -- if you're talking about federal funding like Medicaid, that -- which comes in basically monthly, weekly, you know, that -- that's the point in time at which you should look.

JUSTICE ALITO: Thank you.

CHIEF JUSTICE ROBERTS: Justice Sotomayor?

Justice Kagan?

Justice Gorsuch?

Justice Kavanaugh?

JUSTICE KAVANAUGH: You say RLUIPA does not unambiguously authorize a damages remedy. This is Justice Kagan's kind of bar of clarity point. The other side says the statute clearly I -- authorizes individual capacity suits, so that traditionally has encompassed damages, and then they cite Tanzin on top of that. And I just want to make sure I have your responses to that precise point.

MR. AGUI AGA: Sure, Your Honor. So a -- a few things to say to that.

I will say the one thing this Court recognized in the Sossamon case is that even if you get to the appropriate relief question, there are a number of ways you can infer what that term means. So, for example, we laid out in the red brief the fact that the Court -- that -- that Congress referred to injunctive relief with respect to the United States. There -- there's different terminology like that.

Another thing the Court credited as plausible was that the ordinary definition of "appropriate relief" is typically particularly

equitable relief, not damages. That's plausible.

The other way I -- I would attack that, Justice Kavanaugh, is remember what the Court said in Sossamon and repeated in Tanzin, which is that the term "appropriate relief" is inherently ambiguous and context-dependent. And I think the thrust of everything I've said today and what we say in the red brief is that the most important context here at least for our purposes is what -- what constitutional authority was Congress using to actually enact this putative cause of action for damages. That's the point that Chief Judge Sutton made, and I think that's exactly the right way to think about the relevant context here.

JUSTICE KAVANAUGH: Thank you.

CHIEF JUSTICE ROBERTS: Justice Barrett?

Justice Jackson?

Thank you, counsel.

Rebuttal, Mr. Tripp.

REBUTTAL ARGUMENT OF ZACHARY D. TRIPP
ON BEHALF OF THE PETITIONER

MR. TRIPP: Just a few quick points.

Justice Barrett, to start with the question about mini-RFRA, this is in our cert reply, the state's mini-RFRA departs from the compelling interest test for prison safety or security regulations, so it wouldn't provide any relief, and, obviously, Congress wanted to have a nationwide remedy here.

Justice Kavanaugh, to just respond to that last exchange, I hear no answer to the -- to the basic point that there is an individual capacity action. It is express on the face of the statute. And then, as long as you just do what you normally do and ask what damages are appropriate in the context of individual capacity action, again, I -- I still hear no answer. They're presumptively available under Franklin.

That's an implied cause of action in a Spending Clause case, and they say damages are available. That's the norm.

Tanzin explains, traces it all the way back through the history, and still there's no answer to the point that if you don't have damages in the individual capacity action, you get nothing. There's no such thing as an

individual capacity injunction. It's the whole point.

And, again, if you don't have damages, like, look -- look at the facts of this case. But -- think about what Congress that enacted this law was trying to do. This is exactly where they were trying to have accountability, and I think it's clear as day on the face of this statute.

I think a lot of the -- the -- the -- the questions go to notice. There were a lot of questions to -- to notice. The -- the notice is -- is -- is baked in. They admit there's sufficient notice to the substantive condition. The remedial condition is the very next section in the statute. Like, I -- I don't understand any theory of notice where, as a state employee, you're bound by one page of the statute but not the next one. That doesn't make any sense.

They -- they are clearly on -- on -- on notice of both and they are both here. It's the individual capacity action is clear as day. And then damages are just always appropriate relief in an individual capacity action, as

every state prison official knows, because they face these kind of suits all the time. This is -- this is the norm for them. And, of course, you have an additional layer of protection on the notice side because qualified immunity applies.

And, of course, we have an extraordinary case where not only was there clearly established law, but we provided them actual notice of it and they still violated it.

I think, really, at -- at the end of the day, like, I -- I -- I'm -- I'm still hearing ultimately no answer to Salinas, the Salinas, Dixson, Hess, Laudani line of cases, and -- and the crux of those cases, again, would -- the -- the -- the -- the root of the power is that it runs consensually all the way down. There's contract, you take the job as a prison official subject to the -- as a law enforcement official in a federally funded prison, of course, you take it subject to the conditions that Congress has attached, and, here, has attached both of them.

And I think, really, at the end of the day, what -- what -- what -- what the case is

sort of fundamentally about is, has Congress actually succeeded in restoring pre-Smith rights and remedies? I think that's really the question. And I think there's no doubt that that's what Congress meant to do, and there's no serious doubt under this Court's precedents that that's constitutional, so we're asking the Court to reverse.

CHIEF JUSTICE ROBERTS: Thank you, counsel.

The case is submitted.

(Whereupon, at 11:56 a.m. the case was submitted.)

1

10 [3] **106:**19 **121:**21 **123:**13
13 [1] **114:**21
14 [1] **114:**21
15 [1] **18:**8
1789 [2] **6:**21 **65:**2
18 [1] **82:**11
1863 [1] **65:**7
1930s [1] **65:**9
1983 [28] **6:**17 **12:**7 **31:** 22 **36:**8,13,21 **37:**13, 13 **38:**3 **48:**5 **68:**12 **99:**5,14 **116:**6,8,11, 17,19,19,25 **117:**4,12, 15 **118:**21 **128:**19,23 **129:**3,6
1993 [1] **106:**25

2

2 [1] **46:**11
2000 [3] **80:**17 **107:**1 **124:**2
2020 [1] **124:**13
23 [1] **111:**15
25 [1] **106:**19

3

30 [1] **42:**20

4

41(a [1] **12:**23
46 [5] **35:**10 **69:**5 **86:** 14 **120:**4,14

6

6 [1] **124:**25
605 [1] **109:**12
606 [2] **109:**11,13
608 [2] **107:**19 **126:**17
666 [8] **89:**8 **107:**25 **108:**10 **109:**14 **110:**4 **111:**10 **126:**14 **127:** 17

8

8 [1] **80:**11
8-0 [1] **94:**12

A

abide [3] **131:**19 **135:** 13,21
able [1] **88:**22
abortion [1] **38:**12
above [1] **64:**24
abrogate [1] **29:**18
abrogated [1] **30:**21
absolutely [8] **81:**13 **90:**5 **94:**14 **96:**8 **107:** 14 **111:**7 **112:**9 **130:**9
abundantly [1] **131:**18
abuse [1] **103:**16
abuses [1] **79:**6
accept [8] **23:**17 **29:**14 **34:**12 **46:**13 **62:**19 **68:** 15 **104:**6,15
acceptance [1] **8:**10
accepted [7] **7:**15 **11:** 22 **32:**16 **71:**12 **80:**23 **81:**6 **119:**25
accepting [6] **49:**2,2 **58:**5 **81:**7 **114:**4 **135:** 12
accepts [3] **80:**19 **89:**6 **107:**6
accommodate [5] **9:** 16,19 **18:**19 **29:**15 **51:** 23
accommodations [1] **32:**18
account [2] **39:**20 **77:** 5
accountability [1] **140:** 7
accountable [1] **86:**20
across [3] **29:**9 **70:**11 **107:**7
act [9] **10:**5,6 **46:**12 **65:** 7,12 **79:**18 **89:**4 **106:** 25 **117:**23
acting [8] **5:**10 **13:**7 **18:**24 **33:**5 **67:**2 **95:** 22 **117:**23 **122:**12
action [56] **5:**7,13 **6:**10, 15 **10:**3 **12:**23,24 **13:** 1 **14:**8,12,21 **19:**3 **31:** 21 **33:**2,9,23 **36:**21, 21 **44:**18,22,23 **45:**14 **47:**11,14,19,22 **56:**22 **64:**12 **67:**22 **83:**15 **88:** 4,7 **93:**5 **95:**18 **99:**1,9, 16,24 **100:**4 **104:**18 **105:**19,23 **115:**20 **116:**9 **122:**4 **123:**13 **125:**3 **129:**3,6 **138:**13 **139:**11,15,18,24 **140:** 23,25
actions [4] **6:**19,25 **45:** 2 **48:**23
activity [1] **24:**21
acts [3] **65:**11 **79:**18 **128:**10
actual [4] **90:**15 **108:** 10,16 **141:**10
actually [18] **8:**13 **15:**3 **24:**4,13 **25:**1 **27:**6 **35:** 8 **39:**10 **45:**12 **47:**23 **50:**8 **51:**12 **59:**15 **68:** 19 **106:**7 **118:**11 **134:** 23 **138:**12
adamson [1] **124:**19
add [3] **77:**9 **92:**25 **124:**21
addition [1] **7:**24
additional [3] **37:**5,7 **141:**4
address [3] **55:**5 **83:**7 **86:**7
addressed [1] **59:**8
addressing [1] **40:**8
adds [2] **38:**2 **45:**5
adequate [2] **131:**22, 22
administer [1] **82:**9
administrable [1] **82:**8
admit [10] **5:**21 **19:**11, 12 **35:**10 **51:**12 **57:**24 **69:**5,9 **86:**14 **140:**13
admittedly [1] **94:**9
admitting [1] **11:**10
adverse [1] **49:**11
affairs [1] **38:**12
affirm [1] **105:**25
after [8] **43:**20 **44:**2 **82:** 14 **105:**17,21 **107:**1,1 **125:**24
again [15] **11:**10 **26:**22 **48:**6 **59:**9 **71:**12,24 **75:**24 **77:**19 **78:**9 **82:** 19 **83:**15 **86:**17 **139:** 15 **140:**3 **141:**15
against [38] **5:**9,17 **13:** 5 **14:**8 **16:**6 **30:**1,2 **31:** 24 **32:**13 **33:**4,15 **36:** 8 **37:**16 **39:**18 **44:**24 **45:**23 **48:**9,23 **66:**12, 14,19 **76:**6 **77:**24 **79:** 2,15 **94:**3,10 **96:**9 **102:**14,22 **104:**17,18 **107:**4 **116:**20 **117:**9 **118:**11 **121:**10 **129:** 14
agency [1] **38:**11
agent [10] **17:**1,3,6,7 **73:**23 **74:**3,7 **129:**23 **130:**13,20
agents [6] **23:**25 **24:** 24 **65:**25 **67:**3 **70:**24 **89:**3
agent's [1] **130:**5
agnostic [1] **136:**14
ago [1] **42:**21
agree [21] **16:**20 **18:**4, 6,9,23 **19:**7 **20:**8,11 **25:**20 **34:**21 **71:**2 **72:** 17 **81:**25 **95:**5 **96:**15 **97:**7 **101:**13 **102:**19, 25 **112:**2 **113:**4
agreed [4] **24:**15 **26:** 14 **58:**1 **104:**11
agreeing [3] **57:**2 **131:** 24 **135:**12
agreement [11] **10:**14 **25:**11 **26:**7 **104:**6 **119:** 10 **132:**20 **133:**15 **134:**6,6,13,24
agreements [1] **23:**19
agrees [3] **24:**21 **111:** 4,15
aguiñaga [74] **82:**13 **105:**9,10,12 **107:**14 **109:**9 **110:**13,21,25 **111:**7,18,21 **112:**3,9, 12 **113:**22,25 **114:**13, 19 **115:**4,8,22 **116:**7, 23 **117:**25 **118:**9 **119:** 5,22 **120:**2,16,19,22 **121:**1,9,20,24 **122:**15 **123:**7,16,25 **124:**9,12, 16 **125:**11,19 **126:**9 **127:**6,10,25 **128:**7 **129:**4,10 **130:**3,8,11 **131:**4,9 **132:**2,6,12, 23 **133:**4,11,17,20,25 **134:**16 **135:**2,6,11,18, 22 **136:**10 **137:**11
ah [1] **17:**25
ahead [5] **15:**19 **55:**11 **84:**11 **114:**9 **115:**7
alden [2] **25:**17 **58:**21
ali [3] **43:**25 **44:**15 **124:** 18
alito [31] **28:**23,24 **29:** 4,17 **30:**19 **31:**5,12 **32:**2,9 **80:**5,6,14,18, 25 **81:**3,11,18,22 **82:** 10 **83:**6,24 **84:**5 **85:**4, 9,18,24 **86:**24 **122:**17 **136:**5,6,21
alito's [1] **122:**23
all [67] **6:**20 **10:**10 **11:** 22 **12:**6 **14:**17 **16:**2 **18:**18 **21:**6 **24:**14 **25:** 2 **29:**1 **30:**7 **31:**9 **34:** 10 **42:**25 **44:**12 **46:**19, 25 **49:**4 **51:**5 **52:**24 **53:**19 **56:**3 **58:**3 **65:**2 **68:**3,13 **75:**2 **81:**4,18, 24,25 **82:**6 **88:**24 **89:** 13,15,23 **92:**20 **96:**5, 19 **97:**23 **99:**10 **100:** 14 **101:**13 **103:**21 **107:**23 **110:**1 **111:**11, 16,20,25 **112:**15 **113:** 7 **114:**25 **116:**6,11,20 **119:**7 **121:**12 **126:**14 **127:**5 **133:**6 **134:**7 **135:**13 **139:**21 **141:**2, 17
allegations [2] **60:**2 **82:**18
alleged [4] **79:**5 **91:**15 **103:**15 **130:**22
alliance [1] **85:**25
allow [4] **29:**5 **56:**22 **107:**3 **125:**8
allows [3] **32:**10 **38:**6 **77:**14
alone [4] **28:**6 **63:**2,3 **77:**7
already [10] **5:**24 **11:** 10 **13:**9 **14:**22 **27:**5 **40:**7 **56:**2 **58:**8,9 **128:** 4
also [26] **6:**18 **11:**25 **14:**25 **15:**14 **19:**15,16 **28:**10 **30:**4,12 **40:**12 **44:**15 **45:**9 **48:**24 **58:** 22 **63:**8,10,17 **67:**10 **79:**13 **84:**23 **90:**13 **92:** 9 **96:**22 **97:**13 **99:**23 **103:**17
alternative [2] **97:**11, 14
always [12] **14:**19 **29:** 24 **30:**9 **33:**15 **47:**7 **73:**21 **83:**4 **91:**19 **100:** 11 **128:**18,19 **140:**24
ambiguous [1] **138:**7
amend [1] **107:**3
amendment [2] **86:**1 **99:**14
amicus [4] **12:**3 **15:**7 **26:**18 **66:**7
among [1] **27:**21
an [99] **5:**9,12 **6:**21 **7:** 13 **10:**14 **12:**3 **13:**7 **16:**25 **18:**23,23 **25:**5, 20 **28:**20,20 **30:**2,6 **31:**20,23,23,24 **33:**1, 2,4 **34:**7,19 **35:**17 **38:** 10,12,25 **40:**13 **44:**17, 21,22,23 **46:**2 **47:**10, 21 **50:**8 **51:**3 **52:**19, 21 **56:**24,24 **57:**3 **58:** 17,19,22 **62:**2 **67:**23 **68:**18 **69:**10 **73:**16,23 **74:**3,16 **75:**1 **77:**7 **78:**

10 **83:**9 **85:**5,6,8,20, 22 **88:**3,6,23 **89:**10 **93:**5 **94:**9 **95:**21 **98:** 21 **99:**22 **100:**3 **102:** 16 **103:**25 **105:**18 **108:**22,23,23 **112:**25 **120:**18 **121:**6,9,16 **122:**3,16 **125:**21 **129:** 2,14,23 **131:**18 **133:** 15 **139:**10,18,25 **140:** 25 **141:**4,7
analogy [17] **28:**1,4 **57:** 21 **62:**18 **63:**12 **73:**22 **74:**11,17,20 **75:**10,19 **76:**12,18,23 **77:**1 **129:** 21,23
analysis [14] **27:**16 **28:** 1 **33:**11 **44:**19 **45:**7 **75:**14 **78:**17,21,23 **79:** 21 **81:**16 **94:**21 **111:** 13 **135:**24
analyze [1] **27:**11
analyzing [1] **99:**4
another [11] **27:**13 **31:** 1,6,7,9 **45:**15 **65:**14 **97:**3 **103:**11 **131:**10 **137:**23
answer [42] **13:**11,16, 16,17 **22:**6,7 **26:**2 **30:** 11 **41:**7 **46:**19 **47:**5, 22 **52:**8,10,20,21 **70:** 7 **72:**4 **73:**3 **74:**11,16 **79:**8 **82:**13 **85:**8 **107:** 7 **114:**20 **117:**11,14 **119:**16,16 **123:**20 **124:**22 **125:**16 **129:** 17 **131:**15,15 **135:**8,9 **139:**9,16,23 **141:**13
answered [1] **129:**16
answering [1] **135:**5
answers [4] **29:**22 **38:** 20 **75:**10 **78:**4
answer's [1] **129:**18
antecedent [2] **116:**25 **117:**6
antifraud [1] **10:**6
anti-kickback [1] **65:**8
any [37] **5:**10 **10:**23 **13:** 7 **25:**11 **27:**1,12 **28:**8 **29:**5 **32:**16 **36:**8 **37:** 20 **38:**16,17 **43:**12 **49:** 10 **50:**23 **63:**18 **64:**9 **90:**17 **95:**12,22 **97:**20 **100:**10,14,17 **102:**8 **103:**6,8,8 **110:**12 **119:** 3 **125:**25 **132:**23 **136:** 15 **139:**6 **140:**17,20
anybody [1] **123:**14
anyone [1] **33:**3
anything [8] **9:**3 **26:**17 **42:**11,18 **69:**23 **100:** 20 **128:**2 **136:**4
anytime [1] **112:**25
anyway [1] **90:**9
anywhere [1] **57:**17
app [1] **12:**23
appeals [9] **43:**22,22 **49:**12 **77:**21 **81:**19,23 **106:**20 **121:**21 **125:**2
appeals' [1] **125:**23
appear [1] **17:**17
appends [2] **24:**13 **25:** 2
applied [1] **49:**10
applies [14] **19:**11 **36:** 13 **38:**22 **46:**13 **57:**24 **67:**20,22 **74:**11 **77:**1 **88:**7 **95:**20,21 **104:**21 **141:**6
apply [10] **36:**7 **48:**14 **68:**15,23 **71:**16 **72:**1 **76:**20 **80:**1 **92:**7 **102:** 2
applying [3] **8:**12 **47:** 24 **103:**3
appreciate [1] **73:**20
apprised [1] **25:**6
approach [1] **89:**11
appropriate [27] **12:**13 **13:**4 **19:**4 **29:**25 **33:** 14 **44:**19,25 **45:**15 **47:** 14,21 **87:**19,20 **88:**9 **95:**25 **102:**13,18,21, 23 **103:**12 **104:**22 **122:**6,7 **137:**15,25 **138:**6 **139:**14 **140:**24
approved [1] **87:**20
area [1] **31:**20
aren't [2] **107:**12 **113:** 17
arguably [1] **114:**20
argued [1] **69:**12
arguing [1] **123:**24
argument [19] **8:**1 **19:** 11 **23:**7 **25:**8 **33:**13 **62:**17,22 **66:**6 **73:**1 **76:**13 **82:**20 **104:**2 **105:**10 **107:**12 **118:**7, 17 **123:**17 **132:**1 **138:** 23
arguments [3] **89:**6,19 **116:**14
arises [1] **74:**14
arlington [1] **122:**22
around [1] **112:**14
arrangement [1] **10:** 18
arson [2] **63:**23 **65:**13
articulated [2] **109:**15 **115:**5
articulating [4] **38:**21 **43:**24 **55:**1 **109:**14
aside [5] **50:**21,22 **51:** 17,25 **52:**1
ask [7] **37:**4 **44:**16 **52:** 7 **75:**14 **111:**13 **136:**6 **139:**13
asked [8] **44:**10 **51:**25 **52:**15 **53:**10 **54:**22 **89:** 16 **122:**17 **136:**7
asking [19] **6:**6 **14:**4 **22:**20 **28:**7 **43:**11,11 **45:**10 **47:**10 **56:**4 **57:** 17 **63:**18 **75:**5 **76:**18 **83:**25 **85:**5 **94:**16 **108:** 9 **112:**18 **134:**4
asks [1] **49:**15
assert [2] **13:**2 **102:**11
asserted [1] **117:**2
assistance [1] **10:**24
associated [1] **115:**24
assume [7] **25:**9 **39:**12, 13,14 **53:**10 **122:**10 **132:**5
assuming [3] **83:**12 **126:**24 **127:**2
assumption [1] **112:** 25
assumptions [1] **54:** 22
at [74] **5:**5 **8:**16 **9:**2,25 **12:**17,21,23 **14:**6,9 **15:**1 **26:**9 **28:**15 **31:**2 **35:**10 **38:**5 **42:**25 **44:** 14 **46:**16,19 **47:**1 **49:** 18,21 **50:**1 **52:**1 **57:** 14 **62:**11 **67:**20 **69:**5 **74:**3 **77:**8 **80:**19,22 **82:**3,6 **86:**14 **87:**7,17, 18 **90:**16 **92:**16 **94:**7 **95:**19,25 **100:**19 **102:** 21 **107:**19,23 **108:**17 **109:**11,25 **110:**3,5 **111:**11,15,22 **113:**8, 12 **114:**21 **116:**25 **118:**16 **120:**16 **121:** 13 **122:**19,21,25 **123:** 12 **124:**25 **126:**16 **136:**19 **138:**10 **140:**4 **141:**11,11,24
athlete [1] **39:**16
attach [3] **39:**10 **59:**1 **61:**19
attached [4] **11:**7 **25:** 24 **141:**22,23
attaches [1] **53:**21
attack [1] **138:**3
attempt [3] **106:**2 **107:** 24,25
authority [13] **6:**24 **105:**24 **108:**3 **109:**24 **110:**16,19 **111:**1 **118:** 2 **119:**9 **127:**12,16 **129:**13 **138:**12
authorization [3] **43:** 18 **44:**3 **47:**17
authorize [5] **94:**3,16 **95:**7 **96:**18 **137:**3
authorizes [5] **5:**9 **66:** 11,13 **95:**13 **137:**6
available [26] **5:**2,3,16 **14:**13 **15:**5 **28:**18,20 **30:**2,9 **33:**20 **45:**20 **48:**4,8,23 **83:**2 **95:**8 **98:**6 **99:**13,22 **114:**24, 24 **115:**1,10,11 **139:** 16,20
avoids [1] **96:**19
aware [3] **67:**25 **113:** 21 **128:**22
away [2] **76:**17 **89:**25
awful [1] **16:**7

B

back [23] **6:**20 **9:**23 **14:** 17 **16:**4 **19:**16 **30:**8 **38:**19 **42:**13,18,24 **43:** 17 **45:**18 **46:**21 **48:**6 **51:**20 **61:**9 **65:**2 **72:** 15 **98:**23 **119:**7 **122:** 16 **127:**1 **139:**22
backdrop [1] **104:**17
background [1] **17:**10
backstop [2] **68:**18 **78:** 10
badly [2] **94:**12,14
baird [87] **66:**5,6,9 **67:** 11,19 **68:**2,10 **69:**4, 16,20 **70:**12 **71:**2,9, 18 **72:**3,9,20,24 **73:**6, 11,14 **74:**9,13,18,25 **75:**9,13,24 **76:**8,10, 24 **78:**8,22 **79:**9 **80:**9, 16,21 **81:**2,4,13,21 **82:**16 **83:**12 **84:**2,7 **85:**9,22,25 **86:**25 **87:** 5,9,22,24 **88:**3,12,15, 19 **90:**3 **91:**11 **92:**15, 18,22 **93:**1,15,18,24 **94:**5,19,24 **95:**9,15 **96:**21 **97:**4,9 **98:**10, 15,21 **99:**21 **100:**12, 16 **101:**11 **102:**19 **103:**9,22 **104:**13,20 **105:**3
baked [1] **140:**13
bar [3] **40:**14 **127:**20 **137:**4
bargaining [1] **132:**20
barrett [73] **48:**18,19 **49:**13,25 **50:**4,19 **51:** 7,16,24 **52:**4 **53:**3,6,9, 18,24 **54:**2,4,16,18, 21 **55:**7,18,21 **56:**5,8 **57:**4,8,19 **58:**12 **59:** 11,19 **60:**4,10,13,16, 19 **61:**1,3 **70:**15 **76:**7, 10,25 **78:**1,20 **84:**23 **98:**2,3,11,16,22 **99:** 19 **100:**9,13,22 **102:**3 **112:**2,10,22 **113:**17, 23 **114:**8,10,14,15,21 **115:**2,6,7,15,23 **116:** 1 **138:**19 **139:**1
barrett's [1] **70:**8
bars [1] **88:**16
based [4] **26:**3 **36:**14 **55:**15 **133:**21
basic [2] **82:**25 **139:**10
basically [6] **15:**14 **50:** 16 **108:**3 **112:**24 **114:** 22 **136:**18
basis [2] **10:**13,25
because [98] **5:**14 **11:** 3,19 **12:**7 **14:**2,8 **21:**8 **23:**6 **24:**7,19 **26:**10 **28:**15 **30:**16 **34:**3,7 **41:**7,23 **44:**21 **45:**6 **46:**9,18 **48:**8,14 **50:**8, 13 **51:**25 **57:**1,20,23, 25,25 **58:**15 **59:**10,15 **61:**17,21,23 **62:**3,3,7 **63:**14 **64:**5 **66:**20 **67:** 13 **68:**18 **69:**9 **73:**3,4 **75:**20 **76:**13 **77:**7 **78:** 3,4,16 **79:**2,14 **81:**14, 15 **84:**9 **85:**10,17 **87:** 19,25 **89:**10,20 **90:**17 **91:**3 **92:**1 **96:**6 **97:**10, 15 **98:**8,11 **100:**7 **104:** 1 **106:**6,11 **109:**24 **110:**14 **112:**13 **113:** 12 **118:**9 **119:**6 **121:**9 **123:**13 **126:**12 **127:** 11,19 **128:**3,16 **129:** 18 **131:**24 **133:**12 **135:**17,22 **136:**14 **141:**1,5
become [1] **34:**19
becomes [3] **47:**20

102:22,23
been [23] **14:**19 **16:**6, 13,13 **27:**24 **30:**9 **32:** 3 **36:**4 **48:**20 **55:**1 **63:** 6,9,17 **73:**1 **74:**1 **76:**3 **96:**20 **99:**13 **100:**23 **107:**9 **112:**14 **116:**21 **130:**23
before [17] **5:**2 **38:**20 **42:**11 **48:**5 **49:**8 **59:** 16 **60:**6,9,10 **71:**6 **81:** 11 **82:**11 **93:**23 **105:** 16 **106:**14 **125:**2,24
behalf [4] **105:**11 **130:** 14,17 **138:**24
behave [1] **69:**1
behind [1] **125:**20
being [11] **7:**20 **31:**15 **58:**19 **59:**2 **63:**2 **65:** 24 **88:**22 **102:**16 **118:** 18 **119:**19 **124:**5
believe [6] **33:**14 **42:**2 **94:**17 **98:**24 **124:**16 **125:**12
bell [3] **51:**2 **64:**23 **65:** 10
below [2] **50:**10 **106:**1
benjamin [1] **105:**10
bespeaks [1] **48:**1
best [5] **13:**16 **52:**5 **125:**11 **131:**14,15
better [2] **44:**11 **45:**8
between [12] **7:**18 **74:** 6 **75:**22 **88:**23 **93:**3 **96:**6 **100:**10 **110:**15 **113:**10 **120:**7 **123:**22 **124:**1
beyond [3] **35:**23 **64:** 24 **115:**19
bible [1] **79:**13
big [3] **41:**18 **64:**14,17
bilateral [1] **119:**9
bind [5] **10:**1,8 **125:**9 **130:**20 **131:**16
binding [1] **126:**7
bio [1] **114:**21
biological [1] **38:**6
birth [1] **5:**5
bit [2] **51:**20 **107:**10
blame [2] **32:**5,9
blocking [1] **65:**14
blue [1] **113:**8
board [2] **29:**9 **70:**11
body [2] **124:**3,24
boerne [1] **107:**1
bond [1] **125:**9
books [2] **113:**19 **125:** 15
borders [2] **126:**1,2
both [11] **23:**7 **42:**7,7 **71:**23 **105:**16 **109:**7 **123:**5 **125:**24 **140:**22, 22 **141:**23
bound [25] **11:**11 **16:** 21 **18:**5 **26:**10 **33:**1 **34:**5 **35:**2,11,14,15 **69:**6 **71:**6,25 **72:**19, 23 **73:**5 **77:**20 **86:**14 **114:**5 **119:**20 **120:**10, 15 **123:**10 **130:**19 **140:**18
bounds [1] **92:**2
breach [4] **17:**4,6 **132:** 11,11
break [2] **56:**4 **64:**9
breaks [1] **19:**10
bribe [4] **7:**15,18 **8:**10, 17
bribery [3] **50:**22 **51:** 17 **89:**8
bribes [1] **109:**4
brief [24] **6:**18 **12:**3 **17:** 22 **18:**1,8 **22:**10 **26:** 18 **35:**11 **56:**1 **63:**22 **64:**3 **69:**5,12 **88:**20 **89:**2 **113:**8 **117:**7 **120:** 4,14 **123:**17 **125:**13 **130:**13 **137:**18 **138:**9
briefs [2] **15:**7 **101:**21
bring [3] **33:**3 **37:**16 **116:**19
bringing [1] **118:**15
broad [1] **115:**11
broadening [1] **103:**2
brought [2] **50:**20 **102:** 16
burden [1] **127:**15
buy [1] **62:**22
by [44] **10:**2 **11:**11,12 **15:**15,23 **21:**18,22,22 **26:**10 **33:**1 **34:**5 **35:**2, 11 **38:**18 **47:**10 **56:**20 **64:**8 **65:**18 **69:**6 **71:**6 **77:**20 **80:**10,12 **82:**22 **86:**15 **87:**3 **99:**7 **102:** 16,17 **103:**18 **112:**25 **114:**3 **117:**19,22 **120:** 10,15 **122:**5 **131:**17, 19 **135:**12,13,14,21 **140:**18

C

call [4] **56:**19,20 **89:**7 **97:**13
called [1] **88:**25
calling [1] **132:**3
came [1] **123:**5
candid [1] **136:**13
candor [1] **73:**20
cannot [2] **43:**13 **128:** 14
canon [1] **49:**11
can't [21] **10:**1 **14:**20 **27:**3 **29:**7 **34:**12,13 **40:**12,13 **42:**1 **55:**14 **61:**21 **69:**2 **84:**17 **87:** 12 **103:**7 **116:**10,12 **121:**5 **132:**21 **134:**4 **135:**16
capacities [6] **59:**24 **70:**1 **120:**8,8,10 **124:** 6
capacity [48] **5:**7,12, 13,15 **12:**2,8,22 **13:**9, 21,25 **14:**17,21,23 **26:** 21 **44:**18,22 **45:**2,4, 14 **47:**10,13,19,22 **64:** 12 **66:**12,14,24 **69:**10 **83:**2 **86:**21 **95:**18,21 **105:**18 **106:**21 **113:** 11 **117:**10 **120:**6,20 **128:**15 **129:**15 **135:** 15 **137:**6 **139:**11,15, 24 **140:**1,23,25
care [6] **62:**13 **67:**13 **80:**12,17,22 **82:**21
carefully [1] **26:**10
case [69] **6:**3 **7:**4,5 **10:** 19 **11:**1,16,17 **12:**11 **15:**6,21 **23:**6 **24:**6 **28:** 13 **31:**19 **34:**17 **42:**15 **50:**10 **51:**11 **52:**11,12 **55:**8,11,14 **61:**23 **62:** 2 **64:**14,17 **69:**8 **73:** 17 **74:**1 **75:**2 **77:**7 **81:** 3 **84:**10 **85:**10,12 **86:** 4,7 **89:**9,10,10,17 **90:** 17 **91:**15 **93:**3,4 **96:**6 **98:**24 **99:**3 **100:**21 **104:**1 **105:**14 **106:**17 **107:**18 **108:**17 **112:** 15 **113:**7 **118:**1 **124:**8, 14,20 **125:**13,15 **135:** 17 **137:**14 **139:**19 **140:**4 **141:**8,25
cases [43] **15:**4 **19:**25 **22:**13,18,25 **23:**2,23, 24 **27:**21 **31:**19 **35:**5 **36:**16 **37:**10 **50:**22,23 **51:**17 **52:**5 **59:**9 **63:** 11 **64:**25 **74:**20 **75:**3 **77:**2 **79:**4 **89:**16,20 **91:**5 **93:**13 **98:**24 **100:** 3,6 **103:**17 **106:**5 **107:** 12 **114:**1 **118:**10 **119:** 6 **124:**11 **125:**8 **126:** 15 **127:**5 **141:**14,15
cash [1] **70:**17
cashes [1] **78:**15
category [1] **79:**4
cause [30] **12:**24 **13:**1 **14:**8,12 **19:**3 **33:**2,9 **36:**20,21 **44:**23 **56:**21 **64:**12 **67:**22 **83:**15 **88:** 4,6 **93:**5 **98:**25 **99:**9, 16,24 **100:**4 **104:**18 **105:**19,23 **116:**9 **122:** 4 **125:**3 **138:**13 **139:** 18
causes [5] **6:**10,14 **10:** 3 **17:**6 **33:**23
central [1] **122:**22
cents [3] **106:**13 **108:** 11,17
cert [1] **139:**2
certain [1] **68:**14
certainly [8] **9:**3 **26:**16 **64:**17 **73:**23 **74:**2 **86:** 17 **115:**9 **124:**2
cetera [1] **79:**13
chain [9] **11:**15 **24:**1,7 **28:**15 **59:**7 **61:**24 **62:** 5,7 **65:**24
challenge [1] **107:**21
change [2] **43:**12 **106:** 24
changed [1] **46:**18
chapter [2] **13:**3 **102:** 12
characterization [2] **62:**21 **126:**11
check [1] **98:**23
checks [2] **42:**5,8
chief [44] **9:**21 **10:**12, 21 **16:**4,17,23 **25:**14, 25 **27:**8 **28:**23 **32:**22 **36:**2 **37:**24 **43:**15,25 **48:**17 **61:**6 **66:**3,9 **69:** 15,18 **70:**4 **71:**1,4,15 **79:**7,9 **80:**2 **87:**1 **88:** 13 **91:**21 **95:**3 **98:**1 **102:**4 **105:**7,12,16 **106:**6 **122:**24 **124:**18 **136:**2,22 **138:**14,18
child [4] **56:**17,19,20, 22
choice [4] **11:**12 **99:**8, 15 **104:**14
choices [2] **108:**1,14
choose [3] **23:**17 **56:** 15 **126:**22
choosing [1] **25:**5
chosen [1] **114:**16
circuit [14] **16:**14 **17:** 15,16 **48:**21,22 **50:**1, 5,10,20 **59:**13,20,21 **82:**3 **125:**14
circuits [7] **16:**5 **42:**19 **50:**9 **82:**6 **123:**13 **124:** 17 **126:**2
circumstance [2] **103:** 4 **135:**21
circumstances [1] **23:** 8
cite [2] **89:**15 **137:**8
cited [3] **10:**2 **89:**1 **110:**1
citizens [1] **34:**13
city [6] **51:**2 **64:**23 **65:** 9 **107:**1 **125:**18,20
civil [7] **6:**19 **7:**24 **27:**3 **28:**19 **52:**1 **56:**23 **61:** 24
claim [3] **13:**3 **102:**12 **106:**21
claims [3] **6:**22 **65:**7 **103:**17
clarify [3] **52:**10 **72:**4 **98:**4
clarity [5] **31:**16 **48:**1 **105:**22 **127:**20 **137:**5
classic [1] **24:**8
clauses [1] **67:**1
clearer [1] **102:**8
clearest [1] **30:**11
clearly [19] **5:**5 **7:**22 **47:**11 **61:**18 **66:**11 **67:** 15,20 **68:**11,20 **70:**25 **79:**11 **94:**2 **95:**13 **96:** 18 **104:**23 **105:**17 **137:**6 **140:**21 **141:**9
close [1] **51:**14
closed [1] **89:**17
coach [9] **38:**5 **52:**25 **53:**14 **54:**12 **83:**8,12, 13 **92:**4,7
code [2] **68:**4,9
coercion [2] **42:**1 **84:** 19
coercive [2] **40:**13 **107:**22
cognizant [1] **127:**22
colleague [1] **26:**3
colleagues [1] **33:**24
collective [1] **132:**19
college [3] **51:**2 **64:**23 **65:**10
color [5] **5:**10 **13:**8 **18:** 24 **33:**5 **95:**22
combination [3] **61:**19

87:11 **113:**20
combine [2] **19:**18 **28:**10
come [5] **19:**16 **26:**25 **38:**19 **40:**3 **62:**11
comes [8] **19:**14 **29:**10 **72:**1 **75:**6 **81:**16 **103:**17 **113:**1 **136:**18
comfortable [1] **31:**15
coming [2] **50:**5,11
commerce [2] **41:**21 **97:**12
commitment [1] **67:**25
common [2] **103:**23 **120:**7
compare [1] **30:**13
compelling [1] **139:**4
complaint [2] **60:**3 **82:**19
complement [1] **103:**14
completely [1] **129:**19
compliance [1] **26:**20
comply [10] **5:**21 **10:**17 **19:**12 **23:**15 **24:**23 **26:**23 **58:**22 **84:**20 **119:**11 **128:**12
concede [2] **68:**21,23
conceivably [2] **78:**13,16
conceive [3] **112:**23 **114:**1 **126:**18
conceived [1] **129:**20
concept [1] **24:**8
concepted [1] **135:**23
concern [2] **18:**9 **39:**17
concerned [2] **88:**5 **90:**14
concerns [2] **40:**8 **106:**18
conclude [1] **96:**17
conclusion [1] **66:**20
condition [62] **11:**11, 24 **19:**15 **21:**14 **25:**7 **26:**24 **27:**2 **30:**25 **34:**15 **35:**6,8,12 **38:**22 **39:**10 **41:**25 **43:**1,6,9 **49:**3 **53:**5,16,21 **55:**3 **57:**24 **58:**2 **61:**20 **64:**6 **69:**7 **70:**3 **75:**17 **76:**1,2,5 **77:**17,19,21,22 **79:**3,16 **83:**19 **84:**17 **85:**1,2,13,20 **86:**11, 13,15 **90:**7 **91:**18,18 **101:**7 **104:**4,7,11 **107:**6 **111:**11,14 **112:**3 **113:**21 **140:**15,15
conditioning [1] **91:**25
conditions [23] **10:**17 **11:**7 **21:**9,17 **24:**14 **25:**3,23 **26:**14 **52:**23 **53:**11 **58:**25 **65:**22 **67:**4 **77:**15 **84:**16 **91:**2 **102:**2 **106:**7 **112:**20 **113:**4 **119:**12 **128:**12 **141:**22
conduct [3] **32:**7 **64:**6 **68:**19
confused [1] **106:**6
congress [99] **11:**7 **14:**11,14 **18:**2,16 **19:**18 **25:**24 **27:**2 **28:**9 **29:**13 **30:**21,23,24 **31:**1 **32:**15 **33:**20 **35:**5,7 **39:**22 **42:**9,23,25 **43:**13 **46:**7 **48:**2 **53:**21 **54:**10,10 **57:**15 **63:**19 **65:**3,20 **66:**17 **67:**1 **69:**24 **75:**25 **76:**4 **77:**14,17,18,23 **79:**11 **80:**13 **82:**22 **83:**18,20 **84:**17 **85:**12,19 **86:**10,13, 17,19 **87:**12,18 **88:**21 **91:**24 **92:**6,10 **99:**6,8, 11,16,20 **100:**7 **101:**4, 15 **102:**7,17 **105:**22, 23 **106:**6,11,25 **108:**13 **109:**19 **110:**5,15, 25 **112:**23 **113:**9,14 **115:**12 **117:**8 **118:**1 **127:**12 **128:**6,10 **129:**12 **131:**1 **132:**13,25 **133:**5 **134:**8 **137:**19 **138:**12 **139:**6 **140:**5 **141:**22
congressional [1] **106:**3
congress's [11] **28:**14, 22 **66:**21 **67:**6 **106:**18 **107:**24,24,25 **108:**2 **109:**23 **119:**8
conjugal [1] **8:**11
conjunction [1] **64:**1
consensual [2] **57:**2 **63:**4
consensually [1] **141:**17
consent [42] **21:**7,17, 18,21,25 **22:**8,9,11, 14,21 **23:**7,17 **25:**10 **28:**16 **34:**8,9,14,19 **35:**1 **36:**5 **38:**4,18 **59:**12 **70:**21 **71:**5,23 **72:**11,18 **73:**8 **74:**23 **77:**8,13 **93:**10 **112:**17 **114:**2 **119:**13,20 **131:**2 **133:**7,21,22 **134:**4
consented [5] **36:**25 **76:**4 **112:**19 **119:**18, 24
consenting [1] **23:**19
consequences [10] **54:**6,7 **69:**17,22 **86:**19 **96:**23 **97:**2,8,10,23
consider [1] **96:**22
considerably [2] **11:**16 **27:**7
considered [1] **75:**3
consistent [2] **53:**12 **109:**10
constitution [1] **58:**23
constitutional [17] **6:**6 **40:**14,18 **62:**17 **68:**13 **75:**14 **84:**18,20 **89:**7 **105:**24 **110:**16,17,19 **118:**2 **123:**19 **128:**4 **138:**11
constitutionality [2] **5:**20 **50:**20
constructed [1] **135:**23
contempt [3] **69:**14,21 **86:**18
context [33] **29:**25,25 **30:**2,10,10 **31:**17 **32:**1 **36:**17,18 **37:**2,12 **47:**7 **48:**7,9,25 **49:**9 **52:**2,19 **96:**7,12 **97:**15 **98:**18 **101:**5 **102:**24 **104:**22 **112:**18 **117:**1,16 **118:**21 **125:**22 **138:**10,16 **139:**14
context-dependent [1] **138:**7
contextual [1] **30:**17
continually [1] **81:**7
continued [1] **43:**23
contract [60] **16:**25 **17:**7,11 **24:**14 **25:**2 **26:**15 **28:**1,4,19,21 **33:**22 **35:**24 **57:**4,21,22, 23,25 **58:**14,16 **59:**3 **60:**20,20 **61:**22 **62:**18, 21 **63:**12 **73:**22 **74:**5, 10,17,20 **75:**6,10,19 **76:**12,18,20,22 **77:**1 **78:**3,4 **100:**25 **101:**13 **112:**6,24 **113:**6,18 **122:**7 **129:**21,23 **130:**14,16,18 **131:**23,24 **132:**11,23 **134:**12 **135:**11 **141:**18
contractee [1] **133:**8
contracting [2] **101:**7 **134:**20
contracts [11] **11:**23 **17:**22 **24:**8,9 **58:**13 **101:**8 **114:**6 **132:**15, 18 **133:**6,13
contractual [2] **57:**2 **113:**10
contrary [1] **129:**19
controlled [2] **64:**8 **125:**15
convert [1] **108:**4
core [1] **64:**7
correct [27] **8:**18 **9:**11, 12 **10:**8,9 **16:**10,15 **17:**17 **33:**6,7,12,17, 18 **37:**18 **41:**23 **47:**17 **87:**4,8 **95:**8 **96:**20 **97:**3 **110:**14 **117:**21 **120:**15 **121:**6,8 **130:**3
correction [2] **8:**17 **34:**11
corrections [6] **12:**4 **26:**19 **60:**24 **101:**19 **112:**5 **115:**25
corrupt [1] **91:**8
corruption [1] **106:**13
could [66] **12:**14 **18:**2, 6,7,10 **19:**23 **20:**3 **21:**3,4 **25:**13 **38:**8 **42:**9, 14 **48:**12,19 **49:**1 **51:**19 **52:**25 **54:**10,11,22 **56:**21 **62:**11 **65:**17 **67:**1 **69:**14,20,21 **78:**16 **79:**21,23 **82:**4,5,13 **83:**7,14 **88:**15,25 **89:**7,24 **91:**25 **92:**10 **95:**16 **98:**20 **101:**3,4,5 **102:**7,17 **103:**9,10 **107:**10,15 **110:**23 **112:**4 **113:**9,14 **116:**17 **121:**7 **128:**6 **129:**12 **131:**1,9 **132:**8 **133:**15 **135:**10
couldn't [7] **56:**11,14 **59:**23 **92:**6,10 **99:**20 **134:**8
counsel [15] **9:**7 **10:**12 **21:**10 **26:**1 **27:**9 **66:**4 **67:**21 **70:**19 **80:**3 **88:**11 **94:**23 **105:**8 **112:**1 **136:**2 **138:**21
counterparty [1] **59:**3
country [3] **16:**14 **17:**16 **114:**3
couple [2] **49:**6 **93:**4
course [18] **10:**13 **11:**9 **12:**5 **16:**25 **21:**7 **22:**11 **24:**17 **25:**12 **27:**16 **30:**6 **36:**12 **37:**15 **62:**15 **120:**9,20 **141:**4,7, 21
court [87] **5:**24 **6:**6,16 **7:**7 **8:**6 **11:**4 **17:**15,16 **19:**18 **23:**22 **24:**3 **25:**13 **27:**4 **28:**6,8 **29:**23 **30:**3 **35:**18,22 **42:**12 **45:**22 **47:**3 **49:**7,10 **56:**4 **59:**8 **61:**18 **63:**5, 17,19 **64:**20 **66:**10 **71:**24 **72:**5,6,9 **73:**21 **75:**3,11 **77:**11 **80:**11 **83:**22 **85:**11,19 **86:**6,9 **87:**9 **89:**5,11,13,14 **90:**14,20,24 **91:**5 **94:**24 **96:**3,24 **97:**18 **98:**25 **99:**2 **100:**3 **105:**4, 13,14 **106:**2 **107:**20, 22 **108:**5,18 **109:**13 **110:**1 **111:**9,22 **122:**23,25 **125:**8 **126:**16 **127:**15 **129:**5,16,19 **135:**23 **137:**13,18,23 **138:**5
courts [11] **43:**22,22 **49:**12 **77:**21 **81:**19,23 **106:**19 **121:**21 **125:**2, 23 **135:**6
court's [24] **6:**8 **19:**17 **20:**14 **22:**3,13,24 **23:**2 **27:**21 **31:**19 **32:**12 **35:**4 **40:**7 **64:**25 **67:**7 **74:**19 **77:**2 **94:**20 **100:**21 **106:**23 **107:**8,17 **111:**13 **114:**1 **120:**7
create [7] **6:**25 **34:**1 **67:**1 **99:**16 **105:**18 **117:**8 **129:**13
created [3] **14:**12 **105:**23 **113:**9
creating [1] **99:**9
credited [1] **137:**23
crime [1] **63:**23
criminal [7] **7:**21 **19:**21 **28:**18 **61:**17,22 **67:**6 **111:**5
critical [1] **44:**20
crux [6] **32:**14 **41:**24 **48:**11 **51:**21 **53:**22 **141:**15
crying [1] **92:**14
crystal-clear [1] **46:**8
cummings [4] **106:**5 **119:**6 **122:**24 **128:**9
curiae [1] **66:**7

curiosity [2] **28:**25 **115:**18
cut [3] **10:**15 **29:**10 **42:**13
cutting [2] **42:**18 **121:**14

D

d [1] **138:**23
damages [83] **5:**2,14,16,16,17 **6:**10,25 **7:**19 **10:**3 **12:**2,8,14 **13:**23 **14:**5,13,19,20,24 **15:**5 **26:**21 **30:**6,8 **32:**19 **33:**10,16,19 **34:**5 **35:**16 **43:**19 **44:**4,25 **45:**22 **47:**1,17 **48:**3,4,7,23 **52:**13,18 **64:**13 **66:**12,14,24 **69:**3 **83:**2 **86:**21 **87:**17,20 **94:**10 **95:**7,7,14 **96:**8,12,19 **98:**6 **101:**10 **102:**15 **103:**13 **104:**23 **105:**19 **106:**21 **107:**3 **112:**8 **114:**23 **115:**3,4 **121:**18 **122:**6,8 **125:**3 **131:**21 **135:**14 **137:**3,8 **138:**1,13 **139:**13,19,24 **140:**3,24
date [8] **80:**14,15 **81:**1,6 **82:**14 **136:**8,8,11
day [12] **18:**20 **46:**15 **90:**23 **95:**20 **97:**3 **104:**21 **113:**13 **131:**10 **140:**8,23 **141:**12,25
daylight [3] **32:**14 **100:**10,17
days [1] **82:**11
deal [5] **10:**15 **12:**15 **64:**14,17 **91:**7
dealing [3] **38:**12 **117:**7 **118:**10
decide [8] **15:**14 **23:**17 **55:**8,14 **94:**24 **107:**5 **131:**3,8
decided [2] **82:**11 **128:**5
deciding [1] **123:**1
decision [2] **32:**12 **94:**20
decisions [1] **81:**24
declaratory [2] **35:**14 **100:**1
deep [1] **14:**15
default [1] **99:**6
defendant [5] **10:**19 **16:**19 **19:**3 **96:**4,7
defendants [9] **16:**19 **17:**15 **20:**7,11,16,18 **21:**2,12 **59:**15
defending [1] **94:**10
defense [2] **13:**3 **102:**12
defined [1] **67:**23
definition [2] **102:**21 **137:**24
demand [3] **19:**7,8 **58:**7
demanded [1] **49:**8
demanding [2] **30:**15,20
demonstrated [1] **134:**5
deny [1] **50:**11
department [4] **60:**24 **101:**19 **112:**5 **115:**25
departs [1] **139:**3
depends [5] **21:**4 **22:**22 **72:**4 **82:**20 **119:**9
deprive [1] **18:**25
deputy [1] **90:**21
describe [1] **114:**22
described [1] **90:**20
describes [1] **6:**3
describing [1] **8:**7
destruction [1] **79:**12
determination [2] **119:**1 **134:**18
determine [1] **77:**1
determining [2] **74:**21 **80:**6
dictate [1] **126:**21
dictates [1] **17:**2
did [28] **16:**19,21 **18:**16 **20:**2,3,6,6,6,7 **22:**8,14 **28:**25 **49:**20 **74:**22,25 **92:**13 **93:**11 **101:**15 **106:**25 **110:**2 **114:**11,17,19 **115:**17 **118:**3 **119:**20 **120:**1 **128:**21
didn't [22] **10:**21,23 **18:**10,11 **29:**5 **50:**11,17 **59:**20 **68:**25 **89:**25 **92:**11 **110:**24 **116:**12 **117:**13,14,14,16 **118:**22 **122:**1 **127:**9 **131:**24 **133:**16
difference [8] **7:**18 **30:**17 **93:**2 **96:**5 **100:**15 **110:**15 **123:**11 **127:**3
differences [2] **95:**12 **100:**19
different [23] **15:**16 **18:**8 **30:**1 **31:**18 **34:**1 **37:**20 **41:**21 **51:**9 **56:**20,20 **57:**12 **59:**1 **70:**20 **78:**17 **79:**1,21 **81:**9 **89:**20 **92:**9 **112:**11,12 **129:**1 **137:**21
differently [2] **27:**12 **50:**6
difficult [6] **82:**15 **83:**16,18 **84:**12 **103:**5 **136:**13
direct [6] **9:**3,5 **10:**22 **24:**18 **109:**25 **113:**9
direction [1] **24:**19
directly [2] **10:**23 **89:**22
disagree [4] **18:**14 **111:**17 **123:**18 **128:**8
disagreement [1] **111:**19
disciplinary [1] **115:**20
discrimination [1] **39:**18
discussing [2] **96:**20 **97:**2
disinterested [1] **101:**25
dismissed [1] **60:**12
dispositive [1] **107:**13
dispute [2] **77:**20 **119:**18
disputed [1] **69:**13
disputes [1] **118:**13
disputing [1] **26:**22
disruptive [1] **97:**22
distinction [4] **31:**25 **48:**6 **110:**12 **118:**15
distinguish [2] **48:**12 **127:**4
distinguishable [1] **52:**7
distinguished [1] **48:**13
distinguishing [1] **126:**6
distort [1] **106:**22
district [1] **56:**12
diversion [1] **8:**20
division [2] **32:**13 **120:**7
dixson [7] **7:**9 **23:**23 **27:**4 **37:**8 **51:**4 **64:**22 **141:**14
do [98] **6:**9,23 **7:**6 **10:**25 **12:**15 **17:**24 **18:**10,10,11,16 **19:**16 **21:**1,1,10,11,16,20,20,20,24 **22:**20 **23:**7 **24:**25 **26:**18 **27:**25 **34:**1,7,15 **41:**3 **42:**14 **43:**13 **47:**7,9 **56:**13 **61:**21 **62:**14,16,18 **67:**15,17,24 **68:**17 **71:**2,18 **72:**4,10,12 **73:**6,18,18 **74:**8,8 **76:**19 **77:**4 **81:**13 **83:**20 **86:**23 **87:**12 **89:**13,15 **90:**8,12 **92:**6,10 **93:**16,25,25 **95:**11 **97:**21 **98:**20 **99:**11 **100:**13 **101:**23 **103:**13 **109:**4,6 **111:**1,21 **112:**2 **113:**3 **115:**20 **116:**10,13 **118:**3,19 **119:**17,18 **122:**11,14 **123:**4,15 **128:**2,6 **133:**13 **134:**15 **139:**12,13 **140:**6
doctor [1] **52:**25
doctrine [1] **84:**16
does [34] **18:**1,3 **26:**6 **27:**18 **33:**16 **36:**23 **44:**16 **56:**9,10,23 **59:**18,20 **60:**6,8,9 **71:**16 **78:**5 **81:**17 **84:**12 **89:**10,14 **91:**13 **94:**2,22 **95:**1,2 **96:**18 **105:**17 **110:**25 **118:**1,25 **122:**4 **123:**10 **137:**3
doesn't [23] **15:**3 **24:**20 **36:**20 **48:**14 **55:**4 **57:**19 **63:**16 **70:**16 **74:**5 **79:**18 **82:**7,15 **94:**16,25 **98:**12 **102:**15 **106:**12 **113:**12 **116:**11 **118:**25 **128:**1 **130:**20 **140:**19
doing [5] **31:**5 **32:**3 **78:**24 **108:**13 **109:**24
dole [10] **27:**21 **40:**7,7 **41:**25 **83:**21 **84:**3,5,15 **93:**12 **126:**6
dollar [2] **109:**18 **110:**3
dollars [7] **38:**9,14 **106:**13 **108:**11,16 **110:**6,9
done [13] **18:**6,7 **27:**5 **30:**23 **31:**1 **42:**20 **93:**12,12,14 **99:**16 **101:**13 **113:**14 **127:**13
don't [75] **8:**14 **10:**24 **12:**15 **19:**23,23 **20:**18,20,21 **22:**1 **26:**5,5,8,12 **30:**6,16 **34:**9,14,22 **36:**23 **37:**4,4,8,22 **41:**22 **44:**2 **45:**3 **51:**10 **52:**22 **54:**4,21 **55:**22 **58:**16 **59:**17 **60:**9,14,14,17 **61:**25 **62:**13 **64:**9,21 **67:**12 **69:**12 **70:**10 **71:**7 **75:**9 **76:**15,21 **77:**19 **81:**5,17 **82:**16,20 **84:**7,8,11 **85:**7 **100:**6,16,19 **101:**14 **104:**24 **112:**16 **113:**15 **125:**6,7,20 **131:**2,7,12,20 **132:**18 **139:**23 **140:**3,17
doubt [5] **19:**23,23 **24:**5 **26:**17 **48:**4
doubts [1] **63:**11
down [18] **9:**6 **12:**16 **19:**10 **26:**5 **37:**9 **42:**24 **58:**4 **61:**25 **100:**18 **129:**9 **133:**6,14 **134:**7,20 **135:**1,8 **136:**13 **141:**18
downstream [1] **96:**22
dozens [2] **10:**1 **87:**8
drawn [1] **31:**17
drew [2] **108:**6 **111:**22
drill [1] **100:**18
due [3] **44:**12 **84:**21 **112:**15
duties [1] **17:**5
duty [1] **129:**24

E

each [3] **11:**22 **48:**1 **107:**5
earlier [3] **16:**22 **116:**10 **122:**16
early [1] **14:**18
easier [4] **11:**16 **34:**17 **59:**10 **75:**1
easily [2] **18:**2 **35:**23
easy [6] **62:**2 **69:**8 **73:**17 **77:**7 **89:**10 **103:**25
effectively [1] **15:**9
egregious [3] **52:**11 **91:**14 **114:**12
either [7] **28:**14 **37:**8 **62:**11 **73:**17 **105:**15 **115:**12 **127:**16
eleventh [1] **125:**14
elimination [1] **65:**12
else [3] **85:**24 **123:**15,18
embedded [1] **109:**19
emblematic [1] **44:**1
emergency [1] **10:**5
emphasized [1] **67:**21
employ [1] **24:**24
employee [32] **25:**5 **36:**8,24,25 **37:**16 **38:**10,

10,13,17,18 **39:**21 **56:**24 **58:**17,19 **72:**23 **73:**25 **75:**20,22 **78:**6 **83:**14 **113:**1,10 **114:**2 **129:**2 **131:**19,20 **132:**10,22 **134:**19,25 **135:**9 **140:**18
employees [28] **23:**10, 15,17,25 **24:**19,24 **31:**7 **65:**25 **70:**24 **71:**17 **72:**2 **73:**10 **75:**7 **89:**2 **92:**1 **94:**4 **100:**25 **104:**10 **112:**25 **113:**21 **116:**4 **128:**20,22 **131:**2 **132:**16 **134:**9,12 **135:**20
employees' [1] **24:**18
employer [2] **23:**18 **114:**4
employment [14] **11:**23 **24:**14 **25:**2,7 **32:**13 **68:**16 **104:**15 **114:**4 **132:**15,18 **134:**5,6, 24 **135:**12
employs [1] **73:**4
emtala [2] **65:**11 **89:**4
enact [1] **138:**12
enacted [8] **49:**19,21, 22 **66:**21 **80:**16 **116:**22 **117:**23 **140:**5
enacting [1] **29:**13
enactment [2] **122:**22 **125:**24
encompass [1] **17:**14
encompassed [1] **137:**7
encompassing [1] **12:**14
end [7] **43:**12 **91:**9 **111:**22 **113:**8,12 **141:**11,24
endorsed [1] **105:**5
enforce [19] **27:**3 **37:**14 **43:**9 **53:**21 **61:**21 **70:**2 **76:**1,5 **77:**14,24 **79:**2 **85:**1 **86:**11 **91:**18 **99:**7,8,25 **100:**8 **116:**21
enforceable [1] **6:**17
enforced [4] **65:**23 **99:**5 **117:**3 **118:**20
enforcement [5] **31:**22 **84:**10 **86:**5,16 **141:**20
enforcing [2] **75:**16 **85:**2
enjoin [1] **14:**22
enough [13] **29:**18,20 **36:**5,5 **74:**17 **101:**1,2 **116:**16 **121:**3 **123:**11, 14 **127:**24 **128:**5
ensure [2] **32:**16 **108:**21
ensuring [1] **89:**23
enters [1] **132:**24
entity [3] **83:**13 **88:**24 **112:**19
enumerated [1] **27:**14
equally [1] **79:**25
equals [1] **47:**16
equitable [1] **138:**1
especially [7] **5:**8 **27:**3 **56:**1 **70:**21 **102:**20 **103:**14 **104:**25
essentially [2] **98:**13 **113:**20
established [2] **68:**20 **141:**9
et [1] **79:**13
even [35] **15:**18,21 **17:**5,6 **24:**9 **25:**9 **26:**6 **29:**5 **35:**20,24 **43:**20,24 **44:**1 **45:**25 **50:**16 **61:**25 **70:**6 **71:**5 **81:**18, 20 **88:**3 **89:**11 **93:**23 **94:**17 **97:**5 **103:**2 **105:**21 **106:**12 **108:**25 **115:**1 **124:**9 **125:**2 **127:**8 **130:**15 **137:**14
event [1] **82:**11
eventually [1] **129:**17
ever [1] **77:**11
every [22] **16:**14 **17:**15, 16 **24:**3 **48:**20,22 **49:**8 **50:**1,5,19 **55:**8 **74:**13 **91:**6 **98:**23 **114:**2 **123:**6,9 **131:**18 **132:**10,14,22 **141:**1
everybody [4] **12:**6 **29:**10 **45:**18 **72:**17
everyone [1] **86:**21
everything [3] **68:**8 **123:**18 **138:**8
ex [1] **59:**5
exact [3] **36:**22 **51:**11 **88:**2
exactly [8] **23:**21 **69:**4 **106:**25 **108:**8 **120:**3 **131:**4 **138:**15 **140:**6
example [15] **6:**21 **24:**11 **29:**11 **39:**16,20 **56:**11 **63:**22 **79:**5 **83:**9 **85:**23 **87:**25 **99:**3 **125:**12 **130:**12 **137:**17
examples [2] **6:**9 **40:**4
exceed [1] **92:**2
exceeded [1] **105:**24
exceedingly [1] **35:**18
except [1] **91:**9
exchange [1] **139:**9
excuse [1] **28:**24
exercise [5] **6:**11 **32:**5 **90:**8,11 **119:**8
exist [4] **42:**7,8 **128:**23, 24
existed [1] **128:**13
existing [1] **106:**23
exists [1] **116:**19
expand [1] **106:**3
expansive [1] **67:**5
expect [3] **34:**14 **43:**2 **101:**24
explain [1] **61:**14
explained [1] **29:**23
explains [1] **139:**21
explanation [1] **27:**1
express [18] **14:**3 **31:**23,23 **33:**2 **35:**1 **44:**3, 23,23 **71:**5 **83:**5 **88:**4, 6 **93:**5 **98:**25 **100:**4 **107:**6 **133:**19 **139:**11
expressed [1] **63:**10
expressly [9] **5:**9 **14:**12 **31:**24 **44:**24 **88:**7, 8 **114:**23 **115:**5 **126:**16
extend [2] **56:**14 **89:**14
extent [8] **17:**11,13 **23:**12 **24:**21 **32:**2 **102:**8 **118:**20 **129:**22
extraordinarily [3] **17:**23 **106:**1 **125:**22
extraordinary [1] **141:**8
extremely [1] **96:**9
eyes [3] **12:**22 **42:**2,4

F

face [8] **5:**8 **14:**3 **19:**4 **46:**10,14 **139:**11 **140:**8 **141:**2
facilitate [1] **56:**18
facility [1] **15:**16
facing [1] **68:**12
fact [7] **38:**1 **73:**21 **100:**2 **112:**19 **127:**22 **128:**21 **137:**18
factors [3] **84:**3,6,15
facts [9] **23:**5 **52:**11,12, 16 **55:**15 **79:**4,5 **91:**15 **140:**4
factual [6] **51:**9,11 **52:**16 **60:**2 **128:**22 **134:**18
fair [2] **74:**17 **94:**6
fairly [1] **77:**5
fall [1] **109:**7
falls [1] **5:**14
false [2] **6:**22 **65:**7
family [1] **38:**12
far [4] **57:**14 **84:**12 **85:**12 **114:**17
farther [4] **22:**14 **23:**3 **27:**6,7
farthest [1] **77:**10
father [1] **38:**13
fed [1] **49:**24
federal [99] **8:**16,21 **9:**18 **10:**4,14,22,24 **16:**20 **18:**4,5 **23:**11,13, 14 **24:**15,22 **25:**3,4 **26:**7,14,20 **29:**15 **32:**17 **38:**4,5,10,11 **39:**19 **46:**14 **50:**25 **51:**22 **56:**13 **58:**23 **65:**21 **66:**14 **67:**4 **75:**22 **81:**5,8 **87:**8 **88:**23 **89:**4,21, 23,25 **90:**5,5,18,21, 25 **91:**2,6,12,16,17 **94:**1,10 **98:**7,11,16, 19 **99:**23,24 **106:**13, 19 **108:**11,14,19,22, 23 **109:**8,15,17,18 **110:**3,6,9 **111:**4,14 **112:**4 **113:**5,11 **121:**21 **122:**17,20 **123:**1,5 **125:**1,23 **128:**11,23 **131:**25 **132:**21,25 **133:**3 **135:**20 **136:**11, 15,15,17
federally [16] **5:**23,25 **7:**14 **11:**5,13 **25:**21 **34:**20 **57:**6 **63:**24 **65:**5,6,15 **68:**16 **77:**8 **104:**15 **141:**20
feel [1] **92:**25
female [1] **38:**7
few [6] **13:**6 **55:**13 **88:**16 **107:**11 **137:**12 **138:**25
fiction [1] **26:**3
fifth [4] **50:**10 **59:**13, 20,21
fight [2] **52:**23 **83:**17
fighting [1] **31:**11
figure [1] **45:**15
financial [1] **10:**24
find [2] **39:**24 **116:**5
fine [4] **17:**13 **38:**16 **54:**6 **55:**18
finish [6] **15:**20 **20:**24 **25:**15 **69:**19 **79:**7 **92:**24
first [21] **8:**6 **12:**20 **18:**18 **29:**22 **31:**8 **32:**25 **39:**9 **41:**24 **43:**13 **44:**13 **45:**7 **47:**19 **49:**7 **65:**2 **77:**17 **83:**19 **86:**1 **99:**13 **105:**15 **119:**20 **122:**2
fit [1] **50:**18
five [1] **64:**19
flexible [1] **17:**23
flow [1] **133:**6
follow [10] **7:**7 **23:**5,19 **54:**8 **88:**18 **92:**1 **97:**19 **104:**8 **119:**21 **134:**10
followed [1] **70:**15
following [2] **105:**2 **132:**3
follow-on [1] **37:**4
follows [1] **41:**6
footnote [2] **80:**11 **124:**25
form [2] **103:**12 **123:**23
formal [1] **73:**14
former [2] **12:**4 **26:**18
forth [3] **7:**7 **8:**13 **132:**8
fortiori [1] **130:**21
forward [1] **123:**14
foundational [1] **106:**4
founding [2] **6:**20 **30:**8
four [5] **38:**21 **55:**2 **124:**12,17 **125:**1
framework [3] **28:**2,4 **108:**8
franklin [9] **14:**7 **30:**13 **33:**16 **48:**13,13 **87:**25 **88:**2 **125:**13 **139:**17
franklin's [1] **87:**24
frankly [1] **123:**3
fraud [1] **22:**18
free [3] **32:**4 **90:**8 **92:**25
friend [1] **125:**14
friends [3] **8:**14 **106:**17 **120:**3
fritter [1] **89:**25
from [20] **12:**4 **27:**20 **31:**17,25 **50:**11 **55:**13 **64:**20 **76:**17 **78:**6,9 **81:**10 **82:**18,18 **106:**13 **110:**9,10 **119:**13 **131:**2 **133:**7 **139:**3
front [1] **43:**12

front-line [1] **42:**14
frustrate [1] **86:**9
fully [1] **27:**24
fund [1] **65:**5
fundamentally [1] **18:** 14
funded [15] **5:**23,25 **7:** 14 **11:**5,13 **25:**21 **34:** 20 **57:**6 **63:**24 **65:**6, 15 **68:**16 **77:**8 **104:**15 **141:**20
funding [10] **38:**11 **39:** 19 **67:**4 **81:**5 **89:**21 **108:**15 **118:**11 **136:** 11,15,17
funds [44] **8:**2,5,16,21 **9:**18 **11:**8 **23:**11,13 **25:**4,24 **29:**15 **32:**17 **46:**14 **50:**24 **51:**22 **58:** 5 **71:**12 **80:**23 **81:**6,8, 9 **82:**14 **84:**17 **88:**24 **90:**1,5,13,16,18 **91:**2, 17 **98:**19 **99:**7,20 **101:** 4 **104:**7 **109:**25 **111:**4 **123:**1,5 **128:**11 **132:** 14,25 **136:**15
funds-receiving [1] **38:**6
fungible [1] **109:**12
further [4] **69:**25 **76:**5 **77:**24 **136:**4
future [1] **42:**15

G

gain [1] **108:**5
garbage [1] **5:**19
gave [3] **38:**20 **52:**19 **54:**13
general [14] **11:**19,20 **57:**11,16 **70:**22 **76:**16 **77:**12 **78:**2,12 **79:**22 **82:**12 **106:**14 **112:**3 **113:**16
generally [5] **34:**3 **91:** 8,10 **105:**3 **108:**25
germane [5] **39:**14,15, 17,23 **40:**1
get [28] **6:**24 **10:**15,23 **12:**18 **14:**23 **16:**4 **29:** 14 **30:**6,16 **34:**7 **35:** 23 **42:**6 **46:**21,25 **63:** 16 **67:**18 **75:**20 **84:**11 **96:**16 **103:**6,7,10 **117:** 11 **128:**4 **131:**1 **133:**7 **137:**15 **139:**25
gets [8] **28:**15,16 **29:** 10 **38:**12 **57:**14 **100:** 11 **128:**11 **129:**5
getting [6] **36:**4 **61:**11 **78:**6 **90:**9 **116:**14 **118:** 16
give [11] **6:**18,21 **24:** 12 **52:**21 **61:**13 **78:**5 **98:**12 **107:**15 **110:**19 **131:**14,15
given [6] **23:**8 **26:**2 **39:** 25 **54:**22 **126:**22 **134:** 13
gives [4] **19:**9 **75:**25 **90:**6 **116:**9
giving [6] **84:**18 **90:**22 **91:**17 **101:**4 **107:**11 **131:**17
glad [1] **44:**9
go [24] **13:**6 **15:**7,19 **18:**1 **22:**14 **23:**2 **25:** 18,19 **42:**2 **45:**18 **57:** 15,17 **69:**24 **77:**23 **79:** 3 **81:**8 **84:**13 **85:**12 **92:**3,24 **98:**23 **114:**9 **115:**7 **140:**11
goes [8] **11:**5 **14:**17 **26:**8 **27:**7 **44:**18,18 **55:**14 **122:**16
going [29] **8:**17 **9:**23 **10:**16 **16:**7 **17:**12 **22:** 8 **23:**14 **24:**22,24 **36:** 10 **42:**6,24 **48:**5 **54:** 11 **56:**18,19 **83:**16 **93:** 1 **108:**22 **110:**3,4,10 **112:**23 **113:**3 **115:**8 **124:**21 **126:**20 **127:**1 **129:**11
gone [7] **27:**6 **35:**19, 22 **77:**11 **81:**19,24 **82:** 7
good [4] **79:**5 **87:**25 **94:**8 **95:**16
gordon [1] **83:**23
gorsuch [89] **15:**17,19, 25 **16:**2,12,16 **17:**19, 25 **18:**15,21 **19:**22 **20:** 6,10,17,23 **21:**1,10, 16,20,24 **22:**5,12,15, 17,20,23 **23:**1 **37:**25 **38:**1,24 **39:**2,4,7,12 **40:**3,11,15,18,22,25 **41:**3,6,9,16,19 **42:**7, 17 **43:**2 **48:**21 **52:**10, 15 **54:**13 **71:**21 **72:**7, 14,21 **73:**2,8,12,18 **74:**9,12,15,23 **75:**5, 12,18 **76:**18 **91:**22,23 **92:**16,20,23 **93:**7,17, 19,20,25 **94:**13,19,23 **129:**22 **130:**4,10,12, 25 **131:**6,10 **136:**25
gorsuch's [7] **33:**25 **43:**21 **44:**6 **52:**22 **53:** 15 **70:**14 **83:**8
got [3] **12:**24 **71:**22 **94:** 18
govern [2] **94:**25 **101:** 22
governing [1] **24:**10
government [51] **9:**10, 15 **10:**2,14,23 **13:**5,6 **16:**20 **18:**5 **23:**14 **24:** 16,22 **25:**3 **26:**8 **33:**4 **67:**23 **70:**12,16,23 **75:** 23 **81:**10 **83:**14 **88:**23 **89:**24 **90:**6,9 **91:**6,12, 13,16 **98:**7,12,17,19 **99:**23,24 **100:**11 **101:** 1 **102:**14,21,22 **109:**2 **111:**14 **112:**4 **113:**5, 12 **122:**18,21 **131:**25 **132:**9,21
government's [8] **8:**23 **9:**1 **89:**21,25 **92:**17 **94:**1 **108:**19 **109:**8
governs [2] **63:**12 **97:** 16
grant [2] **95:**24 **109:**21
granted [1] **37:**15
grantee [1] **66:**1
greater [1] **32:**18
ground [3] **32:**8 **56:**4 **64:**9
ground-breaking [7] **87:**14,16 **88:**15,17,17 **96:**19 **97:**1
grounds [1] **105:**15
grove [5] **51:**2 **64:**22 **65:**9 **125:**17,20
guard [3] **26:**4,13 **67:**9
guards [4] **59:**15,16 **101:**8 **114:**11
guess [7] **29:**7 **58:**16 **72:**3 **78:**11 **100:**1 **102:** 6 **125:**21

H

had [21] **18:**10 **23:**23 **48:**22 **55:**10,11 **65:**3 **67:**15 **68:**11 **69:**1 **79:** 11 **81:**19 **85:**6 **94:**9 **99:**13 **109:**25 **112:**5 **114:**16 **125:**14 **127:** 13 **130:**16 **132:**9
haight [1] **44:**16
hair [2] **29:**10 **121:**15
haircut [1] **29:**6
half-step [4] **69:**24 **76:** 5 **77:**24 **78:**1
happen [4] **16:**8 **32:**10 **88:**18 **103:**21
happened [3] **16:**8,9 **123:**22
happening [1] **16:**11
happens [2] **26:**11,17
happy [3] **93:**19 **111:** 18 **124:**23
hard [15] **12:**11 **24:**6 **35:**4,9 **43:**7,7 **45:**16 **48:**25 **50:**4 **57:**16 **77:** 16 **86:**12 **93:**6 **98:**7 **99:**4
harder [4] **52:**16,16 **55:** 6 **96:**1
hardly [1] **45:**25
hasn't [1] **85:**15
haven't [2] **26:**25 **87:** 21
he [20] **7:**20 **26:**13 **34:** 12 **44:**16,18,18 **53:**10, 18 **54:**22 **69:**13 **107:** 21 **120:**6,22,24 **121:**1, 4,5,6,17 **128:**16
heads [2] **29:**1,4
health [2] **39:**21 **65:**11
hear [4] **12:**17 **122:**20 **139:**9,15
heard [1] **61:**12
hearing [3] **22:**21 **131:** 16 **141:**13
heart [2] **9:**17 **94:**20
heartland [2] **28:**22 **32:** 17
heavily [2] **43:**19 **56:**2
held [22] **5:**24 **6:**1,16, 16 **7:**20 **50:**24 **52:**25 **64:**11 **66:**13 **68:**3,19 **69:**14,20 **70:**9 **77:**5 **85:**19 **86:**18 **89:**3 **116:** 18 **121:**7 **134:**10 **135:** 10
help [2] **17:**19 **94:**24
helpful [5] **15:**22 **28:**4 **81:**15 **85:**6 **96:**11
her [1] **122:**14
here [59] **9:**4,13 **10:**13 **22:**8 **31:**21 **32:**25 **35:** 10 **43:**8,11,24 **49:**17 **55:**13 **59:**16 **67:**15 **68:** 11 **72:**13 **73:**25 **75:**1, 20 **77:**5 **78:**19 **79:**1,5 **82:**12 **85:**14 **86:**8 **88:** 6 **90:**25 **91:**8 **93:**19 **95:**2 **96:**3 **98:**6 **99:**8, 17,20 **100:**7 **101:**15 **102:**18,24 **103:**15
107:8 **109:**1,18 **110:**8 **113:**15 **115:**20 **118:** 24,25 **119:**6 **127:**11, 14 **128:**13 **130:**22 **138:**10,16 **139:**7 **140:** 22 **141:**23
here's [2] **26:**7 **81:**22
he's [5] **17:**7,8 **120:**14 **121:**4,18
hess [9] **7:**9 **23:**23 **27:** 5 **37:**9 **51:**4 **59:**4,5 **64:** 22 **141:**14
hey [1] **94:**11
higher [2] **19:**8 **58:**7
him [4] **52:**19 **71:**2 **121:**3 **122:**13
himself [1] **115:**24
hire [1] **132:**19
hired [2] **26:**4,13
his [14] **44:**14,15 **53:**6 **69:**12 **73:**24 **106:**3,9, 11 **113:**11 **117:**10 **120:**5,19 **128:**15 **129:** 15
history [6] **65:**1 **88:**21 **96:**8,11 **125:**20 **139:** 22
hit [1] **45:**16
hold [7] **7:**9 **9:**25 **41:**8 **54:**12 **86:**20 **104:**25 **113:**12
holding [4] **91:**24 **92:**3, 5 **118:**7
home [2] **10:**4 **89:**4
honest [1] **108:**23
honestly [1] **44:**13
honor [28] **41:**23 **68:** 10 **71:**9 **82:**17 **92:**15, 18 **93:**24 **94:**5 **110:**13 **111:**8 **112:**9 **113:**22, 25 **118:**9 **119:**5,23 **121:**20 **123:**17 **124:**1, 17 **125:**11,19 **126:**9 **127:**10 **129:**4 **133:**4 **136:**10 **137:**11
honor's [1] **86:**12
hooks [2] **97:**12,14
hospital [1] **58:**14
how [43] **6:**23,23 **12:**5, 15,18,18 **26:**9,19 **27:** 18,18 **46:**18 **48:**19 **49:** 1 **50:**4 **54:**21 **57:**14 **61:**5 **64:**10,21 **67:**17 **70:**17 **78:**14,25 **82:**2 **84:**12 **85:**12,18,18 **88:** 17 **100:**7 **101:**18,18 **102:**7 **113:**9 **114:**1 **122:**11 **124:**7,10,14

129:19 **131:**11 **132:**17 **135:**23
however [1] **105:**25
huge [1] **124:**3
hum [1] **88:**15
human [1] **39:**21
hypo [1] **53:**6
hypos [2] **70:**13,14
hypothetical [11] **24:**12 **52:**23 **53:**15 **54:**13 **57:**11 **83:**8,17 **86:**12 **112:**21 **132:**7 **134:**17
hypotheticals [7] **39:**9 **42:**3,8,16 **52:**22 **55:**6 **113:**8

I

i'd [4] **12:**21 **98:**23 **125:**21 **135:**7
idea [1] **85:**6
identical [3] **5:**4 **13:**11 **66:**17
identify [2] **50:**22,23
ignore [2] **74:**16 **75:**6
ii [2] **107:**19 **111:**23
i'll [4] **53:**20 **82:**24 **90:**13 **109:**21
illustrate [1] **95:**1
illustrative [1] **81:**14
i'm [61] **13:**15,17,23 **14:**4 **16:**17,18 **20:**2,24 **22:**20,21 **31:**11,11,14 **35:**2 **36:**6 **37:**11 **42:**17,18,24 **44:**9 **47:**3,18 **52:**17 **55:**25 **56:**18,19 **62:**23,23 **69:**18 **78:**24 **83:**16,25 **85:**13 **86:**9 **93:**19 **96:**14 **97:**7 **100:**1 **102:**6 **104:**2 **110:**7,11 **111:**8,18 **116:**13 **118:**5 **120:**12 **123:**25 **124:**23,23 **126:**23,25 **128:**18,25 **131:**15 **132:**2,3 **135:**2,4 **141:**12,12
imagine [1] **81:**7
immediately [1] **115:**10
immunity [8] **29:**19 **30:**15,22 **67:**16 **68:**17 **78:**10 **123:**24 **141:**6
impact [1] **27:**19
impacts [2] **27:**16,17
imperil [1] **119:**1
imperiled [1] **65:**18
impermissible [2] **85:**20 **101:**15
implication [1] **71:**22
implicitly [1] **25:**22
implied [4] **31:**20,21,22 **139:**18
imply [1] **135:**16
important [16] **41:**25 **50:**8 **51:**21 **68:**18 **74:**21 **78:**10 **84:**14 **85:**5 **93:**2 **95:**17 **106:**1 **107:**17 **110:**15 **111:**12 **117:**5 **138:**10
impose [13] **19:**20 **27:**2 **35:**5,8 **42:**25 **43:**6,9 **67:**6 **77:**17 **83:**18 **86:**13 **106:**7 **107:**25
imposed [10] **30:**24 **65:**3,22 **76:**2,3 **77:**18 **85:**19 **86:**11 **113:**5 **127:**21
imposes [1] **127:**20
imposing [3] **65:**4 **85:**13 **108:**13
impunity [1] **91:**2
inappropriate [1] **96:**9
include [5] **6:**19 **45:**22 **78:**2 **112:**6 **117:**22
included [3] **51:**13 **64:**18 **70:**15
includes [7] **33:**10,15 **122:**6,7 **124:**18,19 **135:**14
including [3] **45:**21 **50:**9 **116:**21
indeed [1] **67:**4
indemnity [3] **19:**8 **58:**7,10
independent [1] **40:**14
indicator [1] **82:**23
indirect [3] **11:**3 **50:**16 **51:**3
individual [78] **5:**7,11,13,15 **7:**19 **12:**2,7,22 **13:**9,20,25 **14:**16,20 **16:**19 **18:**3 **19:**6 **20:**7,11 **21:**11 **26:**21 **30:**3,7 **31:**24 **33:**1 **38:**17 **44:**17,22 **45:**2,4,14 **47:**10,13,19,22 **59:**24 **64:**12 **65:**3,4 **66:**11,13,24 **70:**1 **71:**13,17 **78:**24 **79:**2 **83:**1 **86:**21 **87:**17 **94:**3 **95:**18,21 **96:**12 **98:**5,5 **102:**16,25 **104:**21 **105:**18 **106:**20 **113:**11 **120:**8,13 **122:**4 **124:**5 **129:**14,15 **131:**20,23 **133:**2 **134:**12 **137:**6 **139:**10,14,24 **140:**1,23,25
individually [5] **6:**1 **7:**21 **50:**24 **69:**2 **134:**11
individuals [9] **23:**9 **24:**10 **33:**15 **56:**10 **71:**8 **73:**4 **77:**25 **101:**9 **112:**7
individual's [1] **121:**15
ineffective [1] **15:**10
infer [1] **137:**16
inflexible [1] **29:**12
inform [1] **101:**20
informed [1] **101:**21
ingredients [2] **38:**21 **55:**2
inherent [1] **111:**1
inherently [1] **138:**7
injunction [5] **69:**10 **121:**6,10,16 **140:**1
injunctive [7] **15:**22 **35:**14 **99:**25 **103:**7,10,18 **137:**19
inmate [1] **90:**22
inside [1] **51:**14
instance [1] **43:**14
instances [2] **84:**25 **103:**15
instead [2] **106:**24 **108:**2
institution [6] **63:**24 **108:**22,23,24 **109:**3,5
institutionalized [1] **46:**12
institutions [3] **46:**13 **90:**10 **91:**7
integrated [1] **46:**2
integrity [5] **6:**2 **39:**6 **41:**14 **109:**3,5
interest [6] **20:**1 **89:**21 **94:**9 **109:**16,18 **139:**4
interests [1] **109:**8
interference [1] **65:**14
interfering [1] **8:**8
interpretation [2] **94:**8 **97:**16
interpreted [1] **83:**1
into [19] **5:**14 **8:**17 **14:**15 **18:**1 **25:**18,19 **30:**16 **36:**18 **39:**19 **42:**2 **44:**18 **57:**15 **88:**25 **89:**8 **97:**13 **108:**4 **113:**1 **132:**24 **134:**24
invite [1] **61:**8
invoke [1] **63:**19
involve [1] **60:**3
involved [2] **89:**22 **130:**23
involves [1] **93:**5
involving [1] **23:**24
irrelevant [1] **122:**10
isn't [10] **7:**17 **17:**3 **68:**5 **71:**13 **74:**3 **90:**4 **93:**10 **96:**24 **99:**10 **101:**24
isolation [1] **95:**25
issue [6] **8:**16 **69:**9 **78:**15 **90:**16 **108:**17 **128:**4
issues [5] **32:**25 **70:**21 **89:**7 **96:**20 **121:**6
its [26] **15:**3 **17:**1 **19:**24 **23:**15 **24:**14,18,20 **25:**2 **36:**20 **46:**9 **47:**25 **54:**11 **63:**20 **79:**11,19 **98:**8 **105:**24 **107:**25 **108:**13 **109:**19 **110:**16,17 **118:**2 **127:**12 **129:**12 **134:**9
itself [5] **8:**12 **30:**23 **84:**19 **94:**2 **107:**5
i've [4] **49:**8 **55:**1 **93:**3 **138:**8
ix [6] **10:**4 **48:**25 **53:**14 **54:**9 **65:**9 **92:**4

J

j [1] **105:**10
jackson [54] **20:**5,20 **23:**4 **24:**2,7 **61:**7,8 **62:**5,9,16 **63:**3,8,15 **64:**10 **65:**17 **66:**2 **68:**21 **69:**4 **102:**5,6 **103:**2,20,24 **104:**17,24 **105:**6 **113:**16 **117:**13,21 **118:**5,14 **119:**15,25 **125:**6,17 **126:**5,24 **127:**7,8 **133:**12,18,20,23 **134:**2,16,22 **135:**2,4,7,16,19,25 **136:**1 **138:**20
job [16] **11:**6,22 **19:**7 **21:**8,19,22 **23:**18 **25:**19 **42:**4 **58:**1,6,6,24 **113:**24 **120:**6 **141:**18
jobs [1] **34:**11
john [2] **59:**18,19
judge [12] **43:**25 **44:**11,12,14 **45:**6,8,16 **105:**16,20 **124:**18,19 **138:**14
judges [1] **44:**6
judgment [2] **35:**15 **105:**25
judicial [3] **12:**24 **13:**4 **102:**12
jurisdictional [2] **97:**12,14
jurisprudence [4] **33:**17 **46:**24 **133:**11,21
just [98] **7:**9,24 **8:**12 **12:**8,22 **13:**8 **15:**1,3,6 **19:**14,16 **20:**24 **21:**11,20 **22:**3,5 **23:**5,9 **24:**12 **26:**2 **28:**19,24,25 **35:**24 **36:**7,17 **37:**11,12,15 **40:**5,6 **44:**5,20 **47:**12 **49:**23 **51:**8,8 **52:**9,20 **53:**24 **54:**5,5,21 **55:**14,15,22 **56:**8 **57:**22 **59:**2,10,12 **60:**6 **61:**4,4,13 **62:**3 **63:**9 **64:**8,20,24 **74:**16 **75:**9 **78:**3,22 **82:**8,25 **83:**3,9,21 **86:**10 **88:**14 **90:**15 **92:**13 **93:**1 **96:**15 **97:**18 **98:**3 **107:**11 **114:**3 **115:**8,16,18 **116:**10,16 **118:**14 **119:**3 **123:**21 **125:**5 **126:**3 **127:**1 **129:**18 **132:**19 **135:**4 **137:**9 **138:**25 **139:**8,12 **140:**24
justice's [3] **16:**4,17 **122:**24
justifying [1] **110:**2

K

kagan [32] **36:**2,3,12 **37:**11,19 **88:**13,14 **89:**18 **91:**4,12,20 **98:**9 **108:**16 **109:**10,21 **114:**7,9 **116:**2,8,12,24 **117:**19,22 **118:**16 **127:**2,18 **128:**1,8,17 **129:**8,11 **136:**24
kagan's [1] **137:**4
kavanaugh [26] **12:**10 **13:**14,22 **14:**1,4 **43:**16,17 **45:**11 **46:**23 **47:**8,12,16 **48:**10,16 **95:**4,5,11 **96:**14,25 **97:**5,25 **137:**1,2 **138:**4,17 **139:**8
keep [2] **76:**13 **108:**9
key [2] **49:**17,20
kicks [1] **14:**7
kids [1] **56:**15
kind [8] **27:**1 **29:**12 **49:**10 **52:**9 **103:**6 **104:**2 **137:**4 **141:**2
knew [1] **60:**5
know [63] **12:**13 **15:**1 **22:**5 **26:**6,9 **34:**4,10,

10,12,13,22 **36:**4,23, 24 **39:**15 **47:**24 **55:**9, 10 **56:**18 **58:**3,10,14 **59:**4 **60:**11,14,17 **62:** 12 **64:**5 **67:**21 **68:**14, 24,24 **70:**10,10 **73:**22 **75:**15 **77:**10 **79:**12 **84:** 7 **99:**10 **100:**5 **102:**1, 10 **109:**3 **112:**13 **114:** 24 **115:**13,17,21 **119:** 19 **121:**3,15,17 **122:** 18 **123:**4,10 **126:**21 **130:**13,15 **133:**10 **134:**11,14 **136:**19
knowing [1] **105:**1
knowingly [1] **129:**24
knowledge [2] **116:**16 **121:**3
knows [4] **45:**18 **86:**22 **122:**12 **141:**1

L

laid [4] **83:**23 **88:**20 **101:**12 **137:**17
land [2] **46:**12 **97:**14
language [4] **5:**4 **29:** 17 **47:**25 **66:**22
large [1] **15:**4
last [6] **92:**13 **107:**18 **109:**16 **123:**16 **132:**3 **139:**9
laudani [7] **7:**9 **23:**24 **27:**5 **37:**9 **51:**5 **64:**22 **141:**14
laughter [2] **43:**4 **131:** 13
law [43] **5:**1,11,18 **6:**21 **13:**8 **15:**14 **18:**5,24 **26:**21 **32:**15,18 **33:**5 **34:**5,6,11 **35:**2 **43:**12 **45:**18 **49:**4,15 **58:**11 **68:**20 **76:**20 **95:**23 **104:**19 **105:**1 **114:**22 **115:**18 **117:**17,18 **119:**3 **121:**3,6,7 **122:** 10 **133:**3,10 **134:**10, 14 **135:**19 **140:**6 **141:** 9,19
laws [4] **42:**9 **58:**23 **117:**20,23
lawsuit [1] **7:**18
lawyer [1] **49:**13
lay [1] **12:**22
layer [4] **36:**11 **38:**3 **104:**9 **141:**4
layers [2] **59:**12 **60:**20
lays [1] **96:**10
ldoc [4] **60:**21 **61:**1,2 **101:**6
leading [1] **85:**7
leads [4] **54:**8,9 **55:**12 **97:**19
learn [2] **114:**3 **116:**5
least [6] **9:**3 **31:**3 **47:**1 **110:**5 **117:**1 **138:**10
leave [1] **131:**9
left [1] **18:**11
legal [3] **26:**3 **97:**20,20
legislation [20] **46:**10, 19 **62:**20 **74:**14 **107:**2, 22,23 **108:**12 **117:**3, 17 **118:**18,23 **119:**2 **126:**14,15,19,20,25 **127:**4,19
legitimacy [1] **119:**8
legitimately [1] **128:** 10
length [1] **29:**8
lens [1] **103:**3
less [2] **30:**20 **97:**22
lesser [1] **51:**13
let [8] **24:**11 **39:**13 **53:** 1 **61:**13 **76:**24 **78:**22 **130:**24 **136:**6
let's [11] **25:**1 **39:**12, 13,13 **41:**3 **53:**13 **56:** 8,16 **67:**8 **72:**15 **83:**9
levels [1] **32:**25
liability [20] **6:**19 **10:** 13,25 **14:**17 **19:**20,21 **27:**4 **28:**18 **52:**2 **56:** 14,23 **61:**18,24 **65:**4 **67:**2,6 **68:**12,22 **78:** 15 **98:**6
liable [30] **6:**1 **7:**21 **17:** 1,3,7,8 **50:**25 **52:**25 **54:**12 **68:**3,13,19 **70:** 9 **73:**23 **89:**3 **101:**9,9 **112:**7 **121:**7,17,18 **124:**5 **129:**25 **130:**6,8 **132:**10,22 **133:**2 **134:** 10 **135:**10
libby [1] **66:**6
liberties [1] **19:**1
liberty [7] **9:**16,20 **18:** 19 **29:**16 **51:**23 **91:**14 **110:**11
light [3] **47:**7 **49:**9 **70:** 7
like [63] **5:**4,18 **11:**17 **15:**13 **19:**8 **26:**17 **27:** 21 **35:**7 **37:**9,20 **38:**5 **42:**11,15 **46:**1,2 **47:**7 **49:**11 **50:**15 **51:**13 **56:** 16 **57:**21 **58:**8 **59:**2 **64:**19 **74:**6 **75:**3 **76:** 11,21 **78:**21,23 **91:**14 **97:**20 **99:**3 **100:**17,18 **103:**15 **106:**5,25 **108:** 10,11 **109:**14 **111:**10 **113:**6 **115:**13 **118:**10 **119:**3,6 **124:**23 **125:**3, 25 **126:**2,2,19 **127:**13 **129:**16 **130:**22 **135:**7 **136:**12,17 **137:**21 **140:**4,16 **141:**12
likely [2] **76:**8 **79:**16
likes [1] **103:**15
limit [3] **76:**12 **89:**11 **109:**22
limitations [1] **84:**1
limits [4] **79:**24 **83:**20 **84:**15 **86:**2
line [9] **5:**14 **23:**24 **25:** 19 **37:**10 **108:**5,8 **111:** 22 **113:**15 **141:**14
list [4] **6:**18 **10:**7 **33:**16 **65:**16
literally [1] **5:**18
litigant [1] **62:**13
little [1] **51:**20
logic [5] **54:**8,8 **55:**12 **57:**20 **73:**13
logically [1] **56:**9
long [9] **6:**18 **10:**6 **16:** 13 **33:**16 **62:**14 **65:**16 **88:**21 **99:**13 **139:**12
longer [1] **115:**24
longstanding [1] **79:** 14
look [29] **12:**21 **15:**1 **26:**9 **28:**14 **44:**14 **46:** 16,17 **49:**18,21 **50:**1 **52:**1,10 **63:**21 **67:**20 **74:**3 **75:**19 **78:**21 **79:** 21 **95:**19 **102:**20 **106:** 10 **109:**11 **110:**3 **122:** 21,25 **136:**9,20 **140:**4, 4
looked [2] **55:**11 **124:** 25
looking [4] **17:**10 **52:** 12 **95:**24 **122:**19
lopsided [1] **82:**2
lost [3] **94:**11,11,14
lot [9] **36:**10 **79:**21 **93:** 13 **100:**23 **106:**16 **112:**14 **125:**7 **140:**10, 11
loud [1] **92:**14
louisiana [10] **19:**9 **26:** 5,6 **58:**11 **60:**21 **112:** 5 **114:**25 **115:**1,13 **130:**18
louisiana's [1] **62:**17
love [2] **12:**21 **120:**3

M

made [10] **19:**17 **23:**13 **28:**6,9 **32:**21 **45:**22 **48:**2 **99:**8 **119:**1 **138:** 14
magic [1] **47:**6
maine [2] **25:**17 **58:**21
make [18] **8:**15 **38:**8 **52:**18 **54:**23 **82:**15 **83:** 1 **89:**24 **98:**7 **103:**5 **106:**10 **116:**16 **122:**4 **123:**10 **130:**24 **133:** 15 **134:**18 **137:**9 **140:** 20
makes [11] **11:**15 **34:** 17 **63:**23 **69:**7 **75:**1 **96:**5 **99:**15 **104:**6 **110:** 12 **127:**2 **134:**9
making [4] **56:**6 **92:**1 **118:**7 **128:**25
many [13] **6:**14 **15:**8 **16:**6,6,6 **26:**9 **29:**23 **47:**4 **63:**11 **103:**25 **124:**7,10,14
marcus [1] **59:**5
margins [1] **100:**19
materially [1] **66:**17
matter [14] **22:**9 **26:**11 **28:**21 **35:**24 **52:**18 **73:** 15 **100:**20 **115:**17 **117:**16 **118:**22,24,25 **127:**7 **128:**22
matters [5] **71:**10 **77:**3 **119:**5 **126:**25 **127:**19
may [11] **13:**2 **66:**10 **70:**5 **74:**2 **77:**16 **84:** 24 **102:**11 **105:**13 **129:**25 **130:**6,8
maybe [11] **8:**5 **17:**12 **22:**23,23 **38:**19 **42:**14 **44:**10,10 **62:**24 **82:**12 **100:**5
me [19] **12:**11 **17:**12, 19 **24:**12 **28:**25 **36:**6 **41:**1 **52:**21 **53:**1 **61:** 13 **69:**2 **76:**11,24 **78:** 22 **110:**12 **130:**24 **131:**14,15 **136:**6
mean [74] **5:**5 **6:**13,15, 21 **8:**4 **9:**16 **15:**6 **19:** 20 **21:**18 **22:**2 **24:**11 **26:**16 **28:**17 **30:**8 **31:** 16 **32:**11 **36:**9 **37:**14 **42:**6,12 **45:**1,25 **46:**7 **47:**1 **49:**20 **51:**1,7,14 **58:**13,16 **60:**2,8 **62:** 18,24 **63:**10,21 **64:**14, 16,18,25 **68:**22 **69:**24 **70:**5 **75:**7,21 **79:**24 **81:**23 **84:**3 **85:**22 **88:** 16,19 **89:**19 **91:**15 **95:** 15 **101:**11 **102:**8,19 **103:**3,7 **106:**4 **110:**22 **114:**7 **115:**16,16,19 **116:**2,16 **118:**12 **123:** 4 **126:**7 **127:**18 **130:** 24 **133:**13,22
meaning [3] **34:**10 **82:** 23 **110:**8
meaningful [1] **103:**8
meaningless [2] **14:** 21 **45:**5
means [13] **5:**11 **34:**8, 9 **52:**24 **69:**11,23 **70:** 2 **75:**16 **85:**1 **86:**5 **95:** 2 **101:**14 **137:**17
meant [3] **83:**3,5 **102:** 17
medicaid [1] **136:**17
medical [1] **10:**5
medina [9] **38:**2 **75:**4 **80:**11 **92:**14 **93:**3,6, 12 **99:**3,14
member [6] **11:**19 **57:** 10 **70:**22 **76:**16 **77:**12 **79:**22
members [5] **11:**20 **57:** 15 **78:**2,12 **106:**14
men [1] **38:**7
mentioned [2] **61:**11 **93:**4
met [1] **84:**6
method [2] **133:**25 **135:**3
might [21] **15:**22 **20:**23 **39:**14,17,19,22,23,23 **52:**17 **55:**11,12 **58:**7 **61:**12 **70:**15 **97:**4 **99:** 22,22 **100:**17,18 **107:** 16 **131:**6
million [2] **38:**8,13
mind [2] **79:**11 **108:**9
mini-rfra [2] **139:**2,3
minute [1] **52:**2
mirrors [1] **114:**22
misconduct [3] **6:**1 **8:** 12 **130:**6
misreading [1] **44:**7
missed [1] **41:**11
missing [2] **17:**21 **119:** 12
mm-hmm [3] **47:**8 **48:** 10 **98:**15

modest [1] **106:**10
moments [1] **107:**11
money [31] **8:**23 **9:**1 **10:**16 **19:**25 **33:**10 **34:**12,13 **35:**16 **49:**2,3 **52:**13,17 **56:**13 **64:**13,13 **80:**20 **90:**6 **98:**8,12 **102:**15 **108:**21,25 **109:**1,11 **110:**20 **115:**3,4 **119:**10 **120:**1 **131:**17 **135:**14
monthly [1] **136:**18
moot [1] **15:**23
mooted [1] **103:**18
more [12] **9:**5 **28:**22 **46:**25 **51:**14 **67:**5 **82:**15 **87:**18 **88:**16 **89:**22 **90:**15 **103:**3 **108:**10
most [10] **35:**4 **36:**15 **41:**24 **58:**11 **76:**8 **79:**16 **90:**19 **107:**16 **111:**12 **138:**10
moving [2] **76:**17 **123:**14
ms [86] **66:**5,9 **67:**11,19 **68:**2,10 **69:**4,16,20 **70:**12 **71:**2,9,18 **72:**3,9,20,24 **73:**6,11,14 **74:**9,13,18,25 **75:**9,13,24 **76:**8,10,24 **78:**8,22 **79:**9 **80:**9,16,21 **81:**2,4,13,21 **82:**16 **83:**12 **84:**2,7 **85:**9,22,25 **86:**25 **87:**5,9,22,24 **88:**3,12,15,19 **90:**3 **91:**11 **92:**15,18,22 **93:**1,15,18,24 **94:**5,19,24 **95:**9,15 **96:**21 **97:**4,9 **98:**10,15,21 **99:**21 **100:**12,16 **101:**11 **102:**19 **103:**9,22 **104:**13,20 **105:**3
much [8] **9:**5 **28:**22 **34:**17 **52:**18 **64:**10,15 **96:**1 **136:**3
must [8] **5:**21 **45:**22 **48:**3 **68:**24 **95:**6 **104:**8 **131:**19 **132:**21
my [15] **8:**14 **18:**9,9,9 **22:**7,7 **24:**23 **26:**3 **42:**8 **44:**5 **72:**4 **97:**1 **120:**3 **123:**7 **125:**13

N

name [2] **12:**25 **56:**20
names [2] **59:**17 **60:**17
nationwide [1] **139:**7
nature [3] **57:**2 **59:**10 **63:**5
near [1] **57:**17
necessarily [2] **25:**23 **73:**5
necessary [31] **7:**23 **19:**19 **28:**10,17 **61:**20 **62:**1 **63:**20,25 **66:**25 **69:**22 **70:**1,5 **75:**15,25 **77:**9,13 **78:**17,19 **79:**1,20 **81:**17 **84:**24,25 **86:**3 **87:**12 **92:**2 **103:**14 **106:**9 **108:**2 **109:**23 **131:**7
need [24] **9:**19 **12:**12 **18:**18 **19:**12 **21:**7 **22:**11,21 **26:**23 **30:**16 **34:**1,22 **38:**22,25 **41:**14 **46:**24 **55:**15 **61:**25 **64:**9 **71:**19 **76:**15 **78:**5 **89:**14 **108:**20 **134:**10
needed [2] **29:**15 **46:**9
needing [1] **35:**1
needs [5] **27:**22 **39:**5 **42:**1,3 **75:**13
negotiates [1] **17:**7
neither [3] **72:**1 **87:**10 **90:**17
never [14] **28:**18 **34:**25 **37:**1 **42:**6,11 **49:**10 **52:**19 **74:**1,2 **91:**25 **117:**11 **127:**13 **128:**16 **135:**22
new [5] **56:**4 **64:**9 **87:**3 **107:**2 **124:**20
next [3] **33:**10 **140:**16,19
nexus [2] **90:**17 **108:**25
nfib [1] **85:**22
nicely [1] **88:**20
nine [1] **42:**19
no [84] **8:**16,20,20,22,25 **10:**18 **19:**22 **20:**23 **21:**2 **22:**1 **24:**5 **37:**5,6 **40:**5,16 **41:**21 **42:**17 **47:**6 **48:**4 **51:**24 **52:**9,20,21 **53:**3,4,6,7,7,7,13,25 **54:**2,5,22 **55:**17,17 **56:**18 **60:**8 **71:**9,18 **73:**2,8,9,9 **75:**9,21 **76:**13 **77:**13 **80:**14 **82:**2,8 **89:**16 **91:**19 **93:**21 **96:**8 **98:**25 **99:**21 **100:**16 **104:**4,7,10 **106:**20 **107:**22 **108:**25 **109:**25 **115:**3,15,15,24 **117:**11 **118:**5 **124:**4 **129:**1,10,18 **131:**11 **133:**23,23,23 **139:**9,15,22,25 **141:**13
nobody [1] **118:**12
none [1] **40:**11
nonparty [1] **78:**15
non-prisoners [1] **115:**1
non-recipient [2] **50:**24 **119:**14
non-recipients [7] **48:**24 **50:**15 **106:**8 **125:**10 **126:**8,11,13
non-sovereign [2] **5:**17 **14:**9
norm [8] **12:**3 **26:**22 **45:**1 **58:**9,10 **96:**13 **139:**20 **141:**3
normally [2] **17:**3 **139:**13
noted [1] **70:**20
nothing [6] **31:**21 **45:**5 **92:**12 **93:**11 **113:**6 **139:**25
notice [86] **16:**21 **20:**7,12,15,18,21 **21:**2,8,12,14 **23:**7 **25:**10 **27:**22 **30:**14 **34:**9 **36:**5,10 **37:**6,7 **38:**3,16 **50:**12 **66:**23 **67:**9,10,12,14,15,18,18 **68:**8,11 **69:**1 **71:**11,20,23 **72:**18 **73:**9 **74:**21,23 **75:**1 **77:**2,3,4,5 **78:**5,6,9 **80:**7,10,12,22 **82:**5,5,8,21,22 **88:**5,6 **93:**9,10,18,22 **95:**10 **97:**21 **100:**24 **101:**16 **104:**5 **116:**14 **124:**4 **129:**2 **131:**1,18,22,22 **134:**19,25 **135:**3 **140:**11,12,13,14,17,22 **141:**5,10
novel [2] **92:**12 **93:**11
now [10] **9:**23 **33:**24 **43:**19 **76:**10 **94:**16 **106:**16 **109:**21 **128:**3,21 **136:**12
number [2] **125:**7 **137:**16
nursing [2] **10:**4 **89:**4

O

oath [1] **58:**22
objections [1] **116:**17
obtain [4] **13:**4 **14:**19,20 **102:**13
obvious [4] **32:**1 **49:**25 **90:**19 **93:**23
obviously [8] **5:**11 **13:**9 **18:**18 **40:**9 **70:**20 **84:**3 **115:**19 **139:**6
odd [1] **82:**3
off [3] **15:**15 **64:**3 **97:**3
officer [10] **7:**14 **11:**3 **18:**23 **25:**20 **34:**20 **39:**1 **49:**23 **55:**3 **56:**24 **57:**3
officers [37] **5:**23,25 **11:**13,21 **12:**1 **15:**13 **18:**4 **19:**6 **23:**25 **25:**18 **40:**23 **50:**14 **56:**11 **58:**21 **61:**25 **64:**5 **65:**5,25 **67:**15 **68:**11,12 **71:**13 **77:**4,7 **78:**11,24 **79:**2 **86:**18 **91:**1 **94:**10 **96:**12 **101:**20,21,23 **102:**25 **104:**22 **116:**20
officer's [2] **8:**18 **34:**12
official [22] **5:**10 **13:**7 **14:**22 **33:**4 **34:**4 **67:**23 **69:**10 **72:**12 **95:**21 **117:**10 **120:**5,5,8,10,18,19 **122:**11,25 **128:**15 **141:**1,19,20
officials [21] **5:**18 **12:**4 **26:**19 **32:**3 **45:**23 **66:**12,15,19,23 **67:**2 **68:**6 **70:**12 **79:**15,19 **88:**8 **94:**15 **95:**20 **105:**1 **120:**9 **124:**5 **130:**15
often [2] **85:**18,18
oh [9] **13:**22 **26:**6 **52:**17 **69:**20 **93:**1 **99:**21 **114:**7,8 **128:**19
okay [26] **16:**12 **17:**25 **18:**15 **21:**16 **22:**12 **31:**12 **45:**13 **52:**3 **53:**24 **56:**6 **59:**11 **60:**4,5,16 **61:**1 **67:**17 **72:**16 **73:**8,18 **74:**12,12 **83:**6 **92:**20 **93:**17 **95:**11 **103:**24
oldham [3] **44:**11 **45:**8,16
once [14] **5:**12 **13:**12,25 **42:**23,25 **43:**5,8 **44:**21 **45:**12 **76:**2 **77:**18 **102:**20 **126:**18 **128:**3
one [42] **7:**6 **11:**25 **13:**19,19,20,20,20 **15:**11 **19:**9,16 **21:**6 **27:**14 **28:**12 **31:**17 **34:**16 **38:**20 **39:**10 **41:**12 **54:**25,25 **61:**12 **62:**14 **65:**14 **69:**24 **70:**13 **77:**23 **82:**6 **86:**15 **89:**16,19 **98:**4 **100:**22 **103:**15 **107:**15 **115:**9 **117:**3 **122:**12 **128:**16 **132:**14 **137:**13 **140:**18,19
ones [3] **15:**9 **51:**18 **119:**19
one's [1] **59:**9
one-time [2] **79:**6 **103:**16
only [21] **14:**23 **17:**8 **24:**17 **43:**10 **46:**4,13 **53:**2,8 **68:**18 **72:**10 **82:**23 **86:**15 **91:**7 **111:**3 **125:**12 **127:**11 **128:**6,10 **134:**23,25 **141:**8
on-point [2] **89:**2 **125:**23
open [3] **42:**2,4 **85:**25
opening [2] **17:**22 **22:**10
operate [1] **24:**18
operating [1] **126:**1
operation [6] **6:**2 **8:**9 **15:**2 **41:**15 **46:**5 **64:**7
operations [1] **96:**16
opinion [5] **43:**25 **44:**15,15 **122:**23,24
opportunity [1] **61:**14
option [2] **98:**22 **99:**22
or [81] **5:**10 **6:**2 **7:**4 **9:**2 **10:**3 **11:**17 **13:**3,7 **18:**23 **19:**2,7 **21:**2,25 **28:**2 **33:**4,4,23 **34:**8 **38:**10,17 **39:**20 **48:**2 **49:**2 **52:**20,21 **53:**3,3,13,25 **54:**2,5,10 **55:**13 **56:**11,20,24 **58:**7,8 **60:**21,21 **64:**14,14,19 **66:**1,1,1 **68:**24 **72:**22 **82:**5,5 **85:**1 **87:**11 **89:**3 **90:**2 **92:**10 **95:**22 **96:**15 **97:**8 **100:**14,25 **101:**3,3,6,9 **102:**9,12 **103:**18,20 **105:**20 **108:**11 **115:**3,13 **119:**13 **122:**9,14 **126:**19 **127:**16 **134:**7,10,20 **139:**4
oral [2] **66:**6 **105:**10
order [3] **62:**21 **95:**7 **96:**16
ordinarily [1] **104:**25
ordinary [4] **7:**24 **14:**9 **28:**20 **137:**24

original [1] **45:**21
other [49] **5:**10 **9:**24 **10:**15 **11:**1 **13:**7 **18:** 23 **24:**20 **27:**21 **31:**19 **36:**16,19 **37:**10 **40:**4 **49:**4 **50:**2 **52:**8 **58:**12 **59:**9 **61:**13 **68:**22 **70:** 5 **79:**23,24 **81:**19,24 **82:**7,24 **83:**22 **87:**21 **93:**13 **95:**22 **97:**20,23 **100:**22 **103:**5,6 **104:**9 **106:**17 **112:**15 **119:**3, 16 **122:**1 **124:**21 **127:** 5 **128:**23 **132:**8 **136:**7 **137:**5 **138:**3
others [1] **11:**17
otherwise [5] **14:**14 **33:**20 **79:**3,18 **115:**14
our [20] **6:**18 **12:**16 **17:** 22 **22:**10 **26:**7 **33:**17, 17 **34:**11 **56:**1 **63:**21 **89:**2 **108:**24 **114:**21, 22 **117:**7 **120:**4 **130:** 15 **132:**14 **138:**11 **139:**2
ourselves [2] **36:**16, 18
out [29] **14:**16 **15:**23 **17:**21 **27:**25 **28:**24,25 **34:**7 **36:**16 **37:**12 **44:** 7 **45:**15 **48:**21 **50:**5 **70:**17 **76:**22 **78:**15 **81:** 16 **83:**23 **88:**20 **92:**14 **96:**10 **101:**12 **103:**3 **115:**18 **119:**10 **122:**1 **124:**20 **128:**11 **137:** 17
outer [3] **84:**9 **89:**11 **109:**22
outside [3] **75:**19 **88:** 22 **115:**23
over [2] **102:**9 **106:**18
overlooked [1] **45:**7
overrule [3] **28:**8 **63:** 18 **89:**16
owes [1] **129:**25
own [8] **11:**23 **24:**20 **36:**20 **55:**15,19,21 **90:** 1 **108:**13
owning [1] **55:**22

P

page [10] **35:**10 **69:**5 **86:**14 **107:**19 **109:**11 **111:**15 **120:**3,14 **126:** 16 **140:**18
pages [3] **13:**6 **26:**9 **114:**21
paper [2] **133:**10,14
paradigmatic [2] **12:**9 **29:**11
paragraph [3] **107:**19 **109:**12,17
parallel [1] **45:**24
pardon [1] **8:**24
parent [2] **56:**17,23
parents [1] **56:**15
part [7] **12:**11 **83:**16, 18 **104:**5 **119:**16 **132:** 4 **134:**14
particular [6] **7:**8 **38:** 16,17 **43:**19 **58:**22 **65:** 22
particularly [3] **15:**11 **52:**6 **137:**25
parties [5] **10:**1,8 **23:**9 **70:**16,18
party [13] **17:**4,5,8 **44:** 24 **74:**4,7 **85:**14 **91:** 13 **94:**6 **101:**25 **129:** 25 **130:**1,6
pass [5] **42:**9 **54:**10 **91:** 25 **107:**2 **127:**13
passage [1] **42:**20
passed [1] **127:**23
passes [1] **132:**13
past [1] **106:**19
path [4] **7:**7 **126:**21,22 **127:**17
paths [4] **7:**3,6 **61:**10, 14
patient [1] **58:**15
pay [4] **34:**5,13 **108:**22 **131:**21
pays [1] **90:**10
penalties [1] **7:**21
pennhurst [2] **106:**5 **119:**7
people [12] **17:**23 **23:** 10 **40:**21 **65:**23 **69:**25 **76:**6 **79:**17 **102:**1 **104:** 18,25 **116:**19 **133:**10
people's [1] **23:**16
perfectly [2] **38:**16 **53:** 11
permissible [1] **89:**12
permit [1] **115:**2
permitted [1] **10:**3
person [20] **5:**10 **11:**5 **13:**2,7 **15:**24 **18:**24, 25 **25:**4 **34:**19 **35:**6,8 **38:**23 **42:**3 **43:**1 **58:**6 **95:**22 **102:**11 **121:**13 **122:**12 **129:**14
personal [8] **67:**2 **69:** 16,21 **86:**19 **117:**10 **121:**18 **128:**15 **135:** 15
personally [4] **114:**5 **130:**19,20 **132:**22
persons [1] **46:**12
perspective [1] **122:** 19
pet [1] **12:**23
petitioner [11] **66:**8 **69:** 11 **81:**25 **95:**12,15 **100:**14 **101:**2,12 **126:** 21 **127:**15 **138:**24
petitioners [1] **118:**3
petitioner's [4] **67:**21 **70:**19 **88:**20 **106:**2
pick [3] **43:**21 **49:**22 **130:**17
picked [1] **58:**20
piece [3] **58:**19 **133:**10, 14
pin [1] **136:**13
place [3] **77:**18 **83:**19 **108:**21
places [1] **46:**8
plain [1] **119:**24
plausible [2] **137:**24 **138:**2
please [3] **15:**20 **66:**10 **105:**13
plra [1] **103:**5
pocket [1] **8:**18
point [33] **5:**15 **14:**7,10 **16:**3,22 **35:**13 **43:**21 **45:**17 **46:**21,23 **50:**8 **57:**8,21 **80:**8,19 **83:**7 **91:**23 **92:**6 **93:**22 **97:** 6 **98:**4 **111:**12 **117:**5 **123:**8 **127:**1 **128:**25 **136:**19 **137:**5,10 **138:** 14 **139:**10,23 **140:**2
pointed [2] **48:**21 **122:** 1
points [2] **44:**10 **138:** 25
policy [5] **52:**18 **99:**8, 15 **108:**1,13
position [12] **43:**23 **47:** 13 **64:**21 **65:**24 **70:**17 **71:**23 **76:**15 **78:**14 **83:** 10 **84:**8 **85:**16 **104:**19
positions [1] **100:**15
possession [1] **49:**11
post-tanzin [4] **83:**4 **124:**11,15,17
potential [1] **96:**16
power [17] **6:**12 **19:**19 **28:**14,22 **36:**14 **54:**12 **66:**21 **67:**6 **72:**5,8,16 **76:**1 **79:**25 **91:**16 **106:** 3 **118:**3 **141:**17
powerful [1] **45:**17
powers [2] **27:**14 **97:** 17
practice [1] **26:**12
precedent [5] **12:**16 **64:**11 **124:**3,24 **125:**1
precedents [9] **19:**17 **20:**14 **28:**8 **44:**7 **63:** 18 **64:**20 **106:**23 **107:** 17 **125:**23
precise [2] **119:**23 **137:**10
pre-existing [1] **125:** 15
preferential [3] **7:**15 **8:** 11 **90:**22
pre-rluipa [1] **125:**1
prerogatives [1] **63:**21
presented [1] **85:**10
pre-smith [6] **5:**1 **32:** 19,20 **45:**19 **46:**22 **99:** 12
presumably [1] **36:**22
presume [1] **36:**6
presumed [1] **34:**10
presumption [4] **14:**7 **48:**14 **99:**6 **105:**4
presumptively [3] **5:** 16 **14:**13 **139:**16
pretend [1] **106:**12
pretending [1] **110:**5
pretty [2] **63:**10 **71:**5
prevailing [1] **50:**9
principal [10] **17:**1,2,9 **73:**24 **74:**5,6 **129:**25 **130:**1,5,14
principal's [2] **17:**4 **73:** 24
principle [1] **82:**25
principles [7] **17:**11 **33:**23 **35:**25 **75:**6 **76:** 19 **83:**22 **130:**18
printz [1] **86:**2
prior [1] **44:**15
prison [27] **5:**23,25 **7:** 14 **12:**2 **24:**13,17,20 **25:**1 **26:**4,12 **28:**25 **32:**3,16 **34:**3,4 **65:**6, 12 **68:**16 **77:**9 **101:**6 **124:**4,4 **130:**15 **139:**4 **141:**1,19,21
prisoner [1] **15:**15
prisoners [4] **29:**1 **103:** 6,10 **114:**25
prisons [11] **9:**19 **49:**2 **51:**22 **60:**22 **90:**6,7 **98:**13 **101:**22 **102:**1 **103:**4 **110:**20
private [5] **44:**24 **62:** 12 **70:**15,18 **108:**4
privity [17] **11:**15 **24:**1, 8 **28:**15 **59:**7 **62:**6,8 **65:**24 **72:**25 **74:**5 **75:** 21 **76:**14,14 **88:**23 **104:**1 **112:**14 **113:**10
privy [1] **67:**10
probably [4] **26:**8 **30:** 11 **44:**1 **97:**22
problem [1] **40:**19
proceeding [2] **13:**4 **102:**13
process [3] **84:**21 **130:** 23 **134:**21
profligate [1] **108:**24
program [21] **6:**3 **8:**9 **9:** 10,15,17 **11:**6,13 **25:** 21 **34:**20 **39:**6,19 **41:** 15 **51:**21 **55:**4 **57:**7 **64:**8 **65:**21 **90:**21,25 **104:**16 **110:**10
programs [3] **65:**15 **110:**23,24
pro-life [1] **39:**22
promise [2] **119:**11 **128:**12
promised [1] **15:**4
pronouns [1] **56:**21
proper [32] **6:**2 **7:**23 **8:** 8 **19:**19 **28:**11,17 **41:** 15 **61:**20 **62:**1 **63:**20, 25 **67:**1 **69:**23 **70:**2,5 **75:**15,25 **77:**10,14 **78:** 18 **79:**13,21 **84:**24 **85:** 1 **86:**4,5 **87:**12 **92:**2 **106:**10 **108:**2 **109:**23 **131:**7
properly [1] **63:**1
prophylactic [1] **9:**4
protect [5] **8:**2 **63:**20 **98:**8 **110:**5,9
protected [1] **65:**21
protecting [5] **19:**24 **90:**4,13 **106:**12 **110:** 16
protection [5] **8:**5 **15:** 4 **90:**15 **109:**20 **141:**5
protections [1] **32:**19
provide [15] **7:**15 **8:**1 **15:**3 **45:**19 **48:**3 **51:** 22 **58:**9 **66:**18 **82:**4,5, 7 **85:**8 **92:**11 **131:**1 **139:**5
provided [8] **27:**24 **32:** 18,19 **80:**10,12 **82:**22

114:16 **141:**9
provides [4] **13:**10 **88:**8 **104:**23 **114:**23
providing [1] **46:**5
provisions [5] **46:**17 **65:**8,12 **68:**14,23
public [15] **11:**19,20 **57:**11,16 **65:**10 **70:**23 **76:**16 **77:**12 **78:**2,12 **79:**22 **83:**13 **106:**15 **108:**1,4
pull [2] **98:**19 **99:**20
pulling [1] **99:**7
purely [1] **22:**9
purpose [2] **67:**13 **119:**4
purposes [4] **69:**8 **71:**10 **74:**21 **138:**11
pursuant [5] **116:**22 **117:**23 **127:**23 **132:**19,20
push [1] **51:**20
put [10] **36:**17 **51:**17,25 **52:**1 **87:**7 **95:**16 **97:**3 **123:**17 **124:**4 **132:**8
putative [3] **109:**20 **119:**13 **138:**13
puts [1] **66:**22
putting [3] **50:**21,22 **129:**2
puzzle [1] **104:**2
puzzling [1] **102:**9

Q

qualified [5] **67:**16 **68:**17 **78:**10 **123:**24 **141:**5
qualify [1] **40:**23
question [76] **9:**9,24 **16:**4,17 **30:**21,22,24,25 **33:**25 **34:**8 **35:**4,7,9 **37:**4,6,7 **39:**9 **43:**8,18 **44:**5,6,17 **45:**13 **47:**4,20 **49:**20 **50:**2,21 **52:**8 **53:**22 **59:**13 **61:**9 **63:**7 **69:**19 **74:**13 **75:**11 **82:**12,13 **85:**16 **86:**8,10,12,15 **88:**25 **89:**8 **93:**8 **94:**6,25 **96:**1,2 **97:**1,11,13,15,20,20 **99:**4 **100:**11,23 **116:**10,25 **117:**6,6,14 **118:**1 **122:**2,17 **128:**6 **129:**11,15 **132:**4 **134:**3 **135:**8 **136:**7 **137:**15 **139:**2
questions [17] **6:**8 **36:**4,7,10,23 **37:**2 **57:**13,16 **67:**7 **70:**8 **77:**16 **84:**12 **107:**8 **123:**19 **128:**2 **140:**11,12
quick [1] **138:**25
quite [9] **13:**15,18 **42:**10 **70:**10,10 **92:**3,5 **107:**9 **132:**3
quo [1] **106:**24

R

radically [1] **106:**2
rape [1] **65:**12
reach [4] **11:**18 **69:**25 **76:**16 **88:**22
reached [2] **70:**25 **77:**11
reaches [1] **84:**9
reaching [9] **51:**3,6 **57:**10,15 **59:**6 **70:**22,23 **79:**22 **110:**2
read [4] **47:**6 **49:**22 **66:**16 **127:**21
reading [1] **51:**3
real [2] **39:**9 **86:**2
really [34] **9:**5 **11:**12 **18:**13 **19:**10 **21:**11 **28:**21 **29:**11,21 **35:**3,6 **40:**4 **41:**22 **44:**5 **45:**16 **46:**4 **47:**3 **48:**8 **52:**19 **62:**13 **82:**2 **84:**10 **86:**8,10 **89:**22 **91:**5 **93:**2 **94:**21 **95:**17 **96:**11 **109:**25 **114:**7 **115:**17 **141:**11,24
reason [5] **55:**25 **73:**16 **78:**13 **127:**11 **128:**9
reasoned [1] **27:**1
reasons [1] **54:**25
rebuttal [2] **138:**22,23
recall [1] **125:**20
receipt [1] **25:**4
receive [2] **81:**9 **123:**1
received [3] **82:**14 **128:**16 **136:**11
receives [1] **88:**24
recent [1] **31:**19
recently [1] **36:**15
recipient [12] **23:**11,13 **38:**11 **51:**4 **67:**14 **74:**22,25 **89:**24 **92:**4 **111:**3 **119:**13 **132:**25
recipients [5] **50:**17 **108:**14 **118:**11,12 **126:**12
reciprocal [3] **119:**11,13 **128:**11
recognized [2] **89:**12 **137:**14
record [2] **115:**19,23
red [6] **117:**7 **120:**4 **123:**17 **130:**12 **137:**18 **138:**9
refer [1] **102:**15
referred [1] **137:**19
reflect [1] **61:**9
reform [2] **10:**5 **89:**4
regarding [2] **43:**18 **83:**10
regional [1] **126:**1
regulate [2] **111:**2,3
regulated [1] **112:**19
regulating [1] **106:**14
regulation [2] **111:**6,8
regulations [2] **16:**24 **139:**5
reiterated [1] **128:**9
reject [2] **43:**23 **106:**2
rejected [1] **107:**20
rel [1] **59:**5
relatedness [1] **40:**9
relationship [1] **10:**22
release [1] **103:**18
relevant [5] **12:**1 **17:**12 **80:**7 **81:**1 **138:**16
reliable [1] **82:**23
reliance [1] **107:**10
relief [36] **12:**13,25 **13:**5 **15:**22 **19:**4 **33:**15 **35:**15 **44:**19,25 **45:**15 **47:**14,21 **87:**19,20 **88:**9 **95:**25 **100:**1 **102:**13,18,22,23 **103:**6,8,10,12,18 **104:**23 **114:**16 **122:**7 **137:**15,20,25 **138:**1,6 **139:**6 **140:**25
relies [1] **72:**5
religious [11] **9:**16,20 **18:**19 **19:**1 **29:**16 **46:**11 **51:**23 **90:**8,11 **91:**14 **110:**11
rely [4] **43:**19 **54:**11 **57:**20 **124:**23
relying [3] **56:**2 **61:**18 **78:**3
remedial [2] **19:**15 **140:**15
remedies [10] **5:**2 **45:**20 **46:**6,17,20 **66:**18 **99:**12 **114:**11 **115:**11 **128:**24
remedy [17] **12:**9 **14:**11 **28:**20 **31:**23 **79:**15 **84:**19,25 **98:**18 **100:**2,5,7 **115:**9,14 **116:**8,9 **137:**4 **139:**7
remember [2] **116:**24 **138:**4
remotely [1] **57:**13
repeated [1] **138:**5
repeatedly [1] **28:**9
reply [3] **56:**1 **63:**22 **139:**3
represent [1] **62:**12
representation [1] **94:**1
represents [2] **120:**13 **121:**5
republic [1] **14:**18
require [8] **23:**15 **55:**4 **57:**20 **71:**5,7 **112:**24,24 **135:**18
required [8] **25:**6 **67:**12 **71:**25 **72:**18,22 **73:**9 **90:**17 **92:**12
requirement [4] **40:**10 **47:**6 **87:**16 **95:**10
requirements [5] **68:**1,15 **85:**2 **101:**22 **133:**7
requires [3] **7:**23 **25:**3 **105:**1
resist [4] **66:**20 **74:**10 **90:**4 **126:**10
resolution [1] **100:**21
resolve [1] **105:**14
respect [12] **17:**5 **44:**12 **71:**8 **90:**10 **94:**15 **96:**23 **112:**16 **116:**18 **128:**14,18 **129:**2 **137:**20
respected [1] **99:**18
respectfully [2] **109:**9 **128:**7
respond [1] **139:**8
respondent [1] **87:**4
respondents [8] **5:**21 **28:**7 **66:**19 **69:**5,13,14 **77:**19 **105:**11
respondents' [3] **15:**12 **89:**6,19
responds [2] **101:**18,19
response [6] **12:**18 **49:**5 **68:**25 **69:**2 **98:**9 **113:**3
responses [2] **49:**7 **137:**10
responsible [2] **74:**4 **104:**25
rest [1] **5:**13
restatement [1] **74:**3
restore [2] **5:**1 **99:**12
result [5] **6:**11 **61:**11 **69:**3 **110:**2 **130:**5
return [2] **111:**4 **128:**12
reverse [2] **6:**7 **62:**14
rfra [10] **5:**3 **45:**21 **46:**1,11 **48:**3 **66:**13,19 **79:**12 **83:**1 **94:**13
rfra's [1] **66:**15
right [92] **8:**2,19 **10:**10,15,19 **11:**1,2,3 **13:**24 **14:**6,10,11,11 **16:**2,9 **20:**9 **22:**16 **23:**20,22 **26:**4 **31:**10,20,23 **33:**11 **37:**3 **40:**8 **42:**1 **44:**18,23 **46:**1 **47:**15 **48:**9 **49:**19,20 **54:**14 **55:**2 **57:**9 **58:**4 **60:**13 **63:**24 **68:**22 **70:**6,8 **72:**19 **73:**2,7,20 **75:**7,8,12 **76:**17 **78:**7 **82:**17 **91:**6,11 **92:**14,17,19,20 **93:**14,16,23 **98:**14,19 **99:**5 **101:**4,10 **103:**7 **104:**12,13 **108:**19 **111:**16,20,23,25 **116:**8,23 **117:**2,9,25 **118:**12 **120:**3 **121:**12 **122:**9 **126:**8 **127:**25 **129:**7,14 **130:**2,9 **131:**4 **138:**15
rights [8] **5:**1 **23:**16 **45:**20 **46:**6,20 **84:**18 **99:**12 **109:**6
rights-violating [1] **91:**10
rights-violators [1] **98:**13
risk [7] **8:**22,25 **9:**10,14,25 **87:**8,17
rivers [1] **83:**5
rluipa [65] **5:**3,22 **6:**5 **9:**18 **23:**15 **24:**23 **29:**18 **32:**4 **36:**17 **37:**12,21 **46:**1,7,8 **48:**2,24 **60:**23 **66:**11,15,18,20 **70:**3 **75:**16 **77:**21 **79:**12 **80:**16 **81:**4 **83:**2,3,4 **86:**22 **90:**4 **92:**1 **94:**2,15 **95:**13 **96:**23 **97:**8,10 **99:**25 **102:**17 **103:**3,11 **104:**8 **105:**17 **106:**21 **107:**3 **108:**9 **113:**19 **114:**12,23 **118:**4 **119:**21 **120:**11 **124:**3,24 **125:**2 **126:**19 **127:**13 **129:**1 **130:**17 **135:**13,21 **136:**14 **137:**2

rluipa's [6] **26:**23 **42:**20 **64:**12 **66:**22 **119:**24 **125:**24
road [4] **57:**22,24 **85:**7 **87:**3
roadway [1] **83:**5
roberts [32] **9:**21 **10:**12,21 **25:**14,25 **27:**8 **28:**23 **32:**22 **36:**2 **37:**24 **43:**15 **48:**17 **61:**6 **66:**3 **69:**15,18 **70:**4 **71:**1,4,15 **79:**7 **80:**2 **87:**1 **88:**13 **91:**21 **95:**3 **98:**1 **102:**4 **105:**7 **136:**2,22 **138:**18
root [1] **141:**16
rule [15] **14:**9 **15:**12 **29:**3,9,12 **33:**19 **37:**20 **38:**20 **47:**25 **48:**8 **50:**9 **55:**1 **82:**3,9 **87:**4
rules [2] **34:**2 **73:**25
run [3] **37:**9 **74:**5 **136:**16
running [2] **6:**20 **65:**2
runs [9] **20:**15 **21:**6 **30:**7 **31:**24 **61:**25 **74:**6 **117:**9 **129:**14 **141:**17
rust [3] **11:**4 **25:**16 **58:**20

S

sabri [29] **11:**17 **22:**14 **27:**6 **35:**7 **37:**7 **51:**14 **52:**4,6 **55:**10 **57:**14 **64:**23 **67:**5 **77:**11 **89:**9,12,15,19 **90:**14 **106:**10 **107:**10,19,20 **108:**5 **109:**11,22 **111:**9,23 **126:**6,17
sabri's [1] **107:**20
safeguards [1] **79:**23
safety [1] **139:**4
said [66] **10:**7 **11:**4 **18:**17 **24:**5 **25:**13 **29:**23 **30:**3,4 **31:**25 **36:**13,14 **38:**2,4 **42:**11 **44:**14 **45:**22 **47:**4 **48:**1,22 **49:**8,16 **50:**12 **51:**17 **53:**19 **55:**12 **56:**3 **61:**10 **70:**7 **71:**24 **73:**21 **80:**12 **81:**25 **86:**2,4 **88:**15 **91:**24 **94:**14 **97:**7 **98:**4,25 **99:**3 **100:**3 **102:**8 **103:**25 **105:**16,21 **106:**20 **107:**21,22 **111:**9 **114:**14 **117:**15,17,19 **118:**21 **120:**14 **121:**21,25 **122:**8,25 **125:**14 **126:**16 **127:**8 **134:**20 **138:**5,8
sales [1] **46:**9
salinas [34] **5:**24 **7:**8,8,11,13 **8:**6,13 **19:**21,25 **23:**23 **24:**5 **27:**4 **28:**16,17 **37:**6 **51:**4,13 **52:**5 **55:**1,10 **56:**2 **61:**12,17 **64:**8,22 **67:**4 **89:**14,18 **90:**14,19 **107:**10 **126:**6 **141:**13,14
same [18] **5:**5 **10:**25 **12:**17 **31:**15 **36:**22 **42:**6 **45:**19 **46:**5,20 **66:**16,18 **71:**16 **91:**8 **92:**3 **110:**8 **116:**17 **121:**13 **136:**6
satisfy [2] **25:**10 **29:**20
saw [1] **125:**12
say [78] **8:**24,24 **18:**7 **25:**1 **35:**1 **41:**3 **51:**8 **52:**20 **53:**13,20,24 **54:**5,10,11,22 **56:**12,14,17,22 **63:**14 **67:**8 **69:**25 **72:**9 **74:**20 **78:**12 **81:**21,22 **82:**24 **87:**5 **89:**16 **90:**13 **91:**19 **92:**5,10 **93:**2,22 **98:**17,22 **101:**2,5 **103:**11 **104:**4,7,10 **105:**15,20 **108:**19 **109:**2,15 **110:**3,4 **115:**9,10,23 **116:**12 **118:**3,24 **119:**7 **121:**2 **122:**11,21 **123:**11,19,21 **127:**4,24 **128:**13,14,19 **129:**16 **130:**18 **132:**9,21 **137:**2,12,13 **138:**9 **139:**19
saying [39] **16:**7 **24:**23 **26:**6 **34:**25 **37:**12 **47:**3,18 **49:**12 **55:**25 **59:**23 **64:**3,4 **71:**16 **72:**1,21 **76:**13 **91:**5 **93:**9 **96:**14 **97:**7 **100:**1 **101:**21 **111:**8 **112:**23 **113:**13,18 **116:**4,13 **118:**5 **120:**4,13 **121:**13,19 **124:**1 **125:**2 **126:**23 **128:**18 **131:**16,21
says [33] **13:**6,10,10,15,16,18,21 **14:**14 **18:**3 **26:**13 **33:**3,14,20 **44:**1 **47:**24 **56:**18 **87:**10 **91:**17 **96:**24 **101:**12 **102:**11 **109:**17 **113:**1,2 **121:**4 **122:**11,11 **132:**14,25 **135:**12,20 **136:**15 **137:**5
scenario [2] **51:**9,11
scenarios [1] **52:**16
scheme [4] **32:**20 **45:**19 **46:**22 **65:**4
school [1] **56:**12
schools [2] **56:**12,16
scope [13] **5:**22 **19:**13 **26:**24 **28:**5 **39:**3 **41:**13 **42:**14 **43:**6 **46:**6 **55:**3 **64:**6 **76:**12 **115:**11
second [5] **33:**8 **36:**17 **62:**6,10 **105:**20
secretary [2] **59:**14,22
section [11] **6:**17 **12:**7 **31:**22 **48:**5 **89:**8 **107:**18 **111:**23 **116:**8 **117:**12 **129:**5 **140:**16
secured [2] **117:**19,22
security [1] **139:**5
see [19] **5:**12 **12:**11 **13:**12,25 **26:**13 **32:**24 **44:**21 **48:**25 **50:**4,17 **54:**21 **64:**21 **78:**25 **81:**9 **90:**16 **100:**9,9 **112:**22 **113:**15
seem [1] **17:**14
seems [1] **76:**21
seen [1] **24:**4
send [1] **56:**15
sending [1] **119:**10
sends [1] **128:**10
sense [3] **52:**18 **110:**12 **140:**20
sentence [4] **91:**9 **107:**16,18 **109:**17
separate [3] **45:**25 **86:**7 **97:**17
separated [1] **5:**5
series [1] **52:**15
serious [2] **24:**5 **83:**20
services [2] **39:**22 **58:**14
set [4] **7:**7 **8:**13 **15:**4 **57:**12
sets [1] **14:**16
several [1] **84:**2
shave [1] **29:**1
shaved [1] **29:**4
she [1] **118:**23
sheriff [1] **90:**21
shocked [1] **114:**3
short [1] **29:**5
shot [1] **94:**7
should [20] **26:**9 **30:**19 **37:**23 **52:**13 **66:**16 **72:**3 **96:**3 **97:**18 **99:**17 **101:**20 **105:**14,15,20 **108:**8 **118:**24 **119:**3 **121:**15,17 **136:**8,20
shouldn't [4] **31:**2 **108:**20 **121:**17 **123:**15
shows [1] **81:**15
side [9] **30:**14 **41:**25 **106:**17 **112:**15 **122:**1 **132:**8 **136:**7 **137:**5 **141:**5
sign [2] **21:**14 **131:**24
signed [2] **113:**23 **130:**16
significant [3] **42:**5 **63:**10 **79:**4
signs [2] **130:**14 **131:**23
silence [1] **106:**18
similar [1] **65:**1
similarly [2] **87:**15 **91:**1
simple [2] **21:**11 **66:**20
simply [1] **93:**9
since [1] **42:**20
single [2] **50:**1 **98:**23
sister [1] **66:**15
sit [1] **26:**5
situation [7] **24:**13 **32:**10 **59:**5 **83:**11 **84:**6 **104:**5 **134:**8
situations [2] **15:**8 **51:**5
six [1] **64:**19
slightly [1] **33:**25
slipping [1] **76:**22
slow [1] **9:**6
small [2] **35:**18 **100:**18
smith [3] **5:**2 **32:**13 **107:**1
society [1] **85:**25
solution [1] **106:**22
some [18] **11:**17 **15:**8,8 **19:**25 **30:**12 **32:**14 **35:**1 **36:**19 **42:**13,15 **55:**5 **56:**21 **59:**8 **84:**24 **89:**1 **100:**18 **101:**25 **108:**20
somebody [3] **11:**18 **59:**6 **130:**22
somehow [1] **87:**16
someone [2] **33:**5 **84:**17
something [13] **7:**22 **12:**5 **16:**7 **30:**23 **31:**1,6 **38:**5 **49:**12 **109:**4,5 **118:**17,19 **133:**22
sorry [14] **9:**8 **13:**19,20 **15:**19 **20:**24 **22:**3 **41:**8,11 **48:**3 **54:**1 **69:**18 **110:**7 **115:**14 **120:**12
sort [40] **7:**2 **8:**5 **11:**14,16,25 **12:**20 **36:**11 **37:**11 **40:**7 **42:**13,14 **44:**19 **45:**6 **50:**17 **56:**21 **58:**24,24,25 **59:**7 **62:**3,19 **64:**7 **68:**3 **72:**25 **75:**13 **78:**14,25 **82:**2,24 **84:**8 **85:**16 **88:**21 **89:**1 **93:**3 **96:**22 **97:**18,23 **103:**8 **125:**3 **134:**19
sorts [1] **81:**5
sossamon [11] **29:**19 **30:**3,13 **31:**9 **48:**12 **96:**6,7 **107:**3 **124:**25 **137:**14 **138:**5
sotomayor [65] **8:**15,22,25 **9:**6,9,13,23 **10:**10 **32:**23,24 **33:**8,13,21 **34:**21,24 **35:**13,20 **36:**1 **87:**2,3,6,7,15,23 **88:**2,10 **97:**24 **110:**7,18,22 **111:**5,16,19,20,25 **120:**12,17,21,23,24 **121:**2,11,12,22,25 **122:**16 **123:**3,8,9,23 **124:**7,10,13,22 **131:**11,14 **132:**4,5,7,13,17 **133:**1,9 **134:**4 **136:**23
sounds [1] **76:**11
source [1] **136:**14
sovereign [14] **29:**19 **30:**1,5,15,22 **31:**2,6,7,9 **32:**1 **48:**7 **96:**7,10 **111:**1
sovereigns [2] **48:**9,15
spans [2] **109:**12,12
speak [2] **29:**8 **62:**24
speaking [3] **34:**3 **56:**9 **59:**11
special [2] **34:**2 **48:**8
specific [4] **81:**6 **87:**18 **97:**1 **113:**4
specifically [3] **25:**18 **60:**3 **136:**8
spend [4] **107:**11 **110:**17,19,24
spirit [1] **124:**24
split [1] **82:**3
spoke [1] **105:**22
sports [1] **38:**7
square [1] **64:**21

squarely [1] **95:**1
stand [1] **100:**13
standard [4] **30:**14 **31:** 2,15 **71:**16
start [5] **47:**10 **95:**17 **96:**3 **122:**2 **139:**1
started [3] **27:**23 **65:**8 **96:**2
starting [1] **111:**12
statement [5] **12:**12 **46:**25 **47:**25 **92:**11 **102:**10
states [30] **18:**12,18, 21 **29:**14 **48:**20 **49:**1, 14 **58:**11 **59:**4 **66:**7, 22 **68:**4,9 **71:**12,25 **83:**10 **84:**11 **85:**15 **107:**4,4 **117:**20 **119:** 17,18 **132:**9,14,17,18 **134:**9,12 **137:**20
states' [1] **108:**1
state's [4] **67:**25 **77:**4 **80:**22 **139:**3
status [1] **106:**24
statute [62] **5:**8 **12:**25 **14:**3 **15:**2,3,10 **18:**2, 17,25 **19:**2,5 **29:**13 **33:**2 **36:**13,19 **37:**13, 13 **38:**4 **46:**11,15,21 **49:**18 **50:**25 **54:**10 **63:** 23 **65:**13 **66:**15 **67:**19 **72:**16 **78:**7,9 **80:**10 **82:**1,4 **91:**25 **95:**6,13 **96:**17 **101:**1,2,3,17 **102:**10 **104:**20 **109:** 16,19 **111:**6,9 **115:**5 **120:**15 **122:**3 **126:**18 **127:**21 **128:**5 **131:**19 **132:**13 **136:**12 **137:**5 **139:**12 **140:**9,16,19
statutes [17] **6:**14 **9:**24 **10:**6,7,7 **37:**14 **46:**1 **65:**1,16 **87:**8,21 **89:**2, 9 **103:**5 **109:**14 **116:** 21 **125:**9
statutory [1] **68:**1
step [13] **13:**20 **33:**8, 10 **35:**18,21 **41:**12 **43:** 10 **44:**21 **45:**7 **47:**19 **48:**1 **85:**5 **119:**20
steps [1] **55:**13
sticking [1] **57:**22
still [6] **44:**2 **130:**19 **139:**15,22 **141:**10,12
stop [1] **29:**14
stranger [1] **59:**2
street [1] **107:**7
stretch [1] **42:**10
strict [1] **88:**22
strike [1] **129:**8
strings [1] **108:**21
strong [2] **31:**3 **74:**2
strongly [2] **74:**10 **90:** 3
struggling [3] **16:**18, 18 **20:**2
student [1] **39:**16
subcontractor [1] **59:** 6
subcontractors [2] **23:** 25 **66:**1
subject [12] **11:**6,24 **16:**23 **19:**2 **21:**9 **25:** 23 **58:**1,25 **62:**20 **86:** 19 **141:**19,21
subjected [1] **116:**5
subsection [1] **13:**1
substantive [15] **11:** 11 **19:**15 **26:**23 **35:**12 **46:**16 **68:**23 **69:**6 **70:** 2 **75:**16 **77:**20,22 **117:** 9 **129:**6,13 **140:**14
substantively [1] **120:** 17
such [7] **10:**18 **25:**11 **42:**9 **73:**16 **89:**10 **105:** 23 **139:**25
sue [6] **38:**8,13 **56:**22 **69:**2 **114:**17,19
sued [3] **59:**23 **66:**23 **69:**9
sufficient [3] **25:**9 **134:** 25 **140:**14
suggest [1] **7:**1
suggestion [1] **30:**12
suit [6] **5:**9 **19:**2 **30:**1 **33:**4 **36:**8 **37:**16
suits [13] **48:**9 **66:**12, 14 **94:**3,11 **116:**6,17, 20 **118:**10 **128:**19,23 **137:**7 **141:**2
sullivan [4] **25:**16 **58:** 20 **105:**21 **124:**19
summarize [1] **47:**13
supersede [1] **107:**2
supporting [2] **66:**8 **110:**10
suppose [5] **24:**11 **38:** 4 **40:**15,15 **104:**10
supreme [1] **125:**7
sure [14] **13:**15,17 **52:** 17 **62:**24 **84:**2 **85:**13 **88:**19 **89:**24 **101:**11 **106:**16 **110:**11 **128:** 13 **137:**9,11
surely [2] **76:**4 **86:**20
surprise [1] **116:**3
surprised [2] **116:**4 **122:**20
surprising [3] **68:**5 **71:** 13 **101:**24
sustain [1] **109:**14
sutton [6] **44:**12,14 **45:** 6 **105:**16 **124:**18 **138:** 14
sutton's [1] **43:**25
system [1] **101:**6

T

t [1] **6:**4
table [2] **64:**4 **96:**17
take [34] **11:**6,23 **19:**7 **21:**9 **25:**23 **34:**11 **36:** 16 **37:**15 **39:**19,25,25, 25 **42:**3 **52:**6 **53:**6 **54:** 5 **55:**13 **56:**13 **58:**1, 22 **69:**12 **70:**16 **76:**4, 15 **83:**9 **84:**8 **85:**5 **91:** 23 **92:**6 **97:**6 **111:**18 **132:**14 **141:**18,21
taken [2] **85:**16 **94:**20
takes [1] **58:**6
taking [8] **21:**19,22 **58:** 6,24 **78:**14 **85:**4 **109:** 4 **119:**11
talevski [7] **6:**16 **36:**15 **117:**15 **118:**6,10 **119:** 2 **127:**9
talk [5] **12:**4 **53:**13 **59:** 21 **100:**23 **126:**12
talked [2] **59:**13,21
talking [20] **13:**23 **42:** 17,18 **57:**12 **65:**13 **70:** 22 **72:**15 **73:**1 **81:**23 **84:**22 **85:**14 **90:**24 **97:** 24 **102:**24 **112:**17 **116:**24 **126:**13 **128:**3 **129:**23 **136:**16
talks [1] **26:**19
tanzin [35] **13:**9,15 **14:** 16 **29:**22 **30:**4 **31:**25 **32:**20 **33:**14 **43:**20,20, 24 **44:**2 **47:**23 **66:**13 **81:**12,14,15,20 **82:**10, 21,25 **93:**23 **94:**2,6, 20 **96:**2,10 **105:**17,21 **122:**8 **124:**2,13 **137:**8 **138:**5 **139:**21
tanzin's [1] **94:**21
taps [1] **14:**15
target [1] **108:**3
targeting [1] **108:**10
team [2] **38:**7,8
technical [1] **59:**13
teeth [1] **85:**3
tell [10] **17:**12 **36:**6 **106:**24 **114:**17 **125:** 21 **127:**15 **132:**9,15, 21 **133:**5
telling [4] **41:**17 **112:**6 **113:**14 **125:**25
term [2] **137:**17 **138:**6
terminology [1] **137:** 21
terms [13] **33:**22 **38:**3 **39:**15 **58:**25 **60:**19 **70:** 17,23 **73:**15 **115:**11 **119:**24 **134:**7,23 **135:** 13
test [3] **8:**12 **40:**7 **139:** 4
text [14] **13:**11 **29:**24 **47:**7 **49:**9 **66:**18 **67:** 21 **82:**22 **94:**7,8 **95:**2, 19 **96:**24 **97:**19 **101:** 16
textual [2] **27:**17 **81:** 16
than [10] **11:**17 **27:**12 **30:**2 **31:**19 **41:**21 **59:** 1 **87:**18 **90:**15 **97:**22 **129:**2
thank [30] **10:**10 **23:**1 **25:**25 **27:**8 **36:**1 **48:** 16 **66:**2,3,9 **79:**9 **80:**2 **86:**24,24,25 **88:**10,12 **91:**20 **94:**23 **97:**25 **102:**3 **105:**6,7,12 **111:** 25 **116:**1 **136:**1,2,21 **138:**17,21
thanks [1] **61:**5
their [39] **5:**22 **11:**12, 22 **14:**22 **16:**24 **18:**25 **19:**10,13 **26:**24 **29:**10 **35:**11 **43:**6 **46:**4,6 **56:** 15 **59:**17,23 **60:**17 **62:** 22 **64:**2,21 **66:**24 **68:** 19,25,25 **69:**2,5,10 **70:**1 **78:**6 **84:**18 **86:** 20 **95:**20 **101:**20 **104:** 19 **110:**9 **114:**4 **120:**9 **124:**5
them [29] **10:**1 **12:**3 **14:** 22 **19:**11 **27:**2 **34:**14 **46:**3 **50:**15 **51:**25 **52:** 1 **57:**17,25 **58:**9 **59:** 21 **65:**23 **67:**20 **68:**15, 24 **81:**25 **86:**20 **89:**17 **92:**1 **102:**2 **114:**16 **123:**12 **126:**11 **141:**3, 9,23
themselves [3] **62:**25
114:5 **116:**5
then [76] **5:**12 **9:**10,21 **11:**6 **12:**25 **13:**12,24 **14:**3,6,15,25 **16:**3 **18:** 19 **19:**2,16 **20:**15,19 **21:**7 **22:**11 **23:**16 **25:** 17,21 **27:**3 **28:**16 **35:** 15 **37:**19 **39:**5 **40:**12, 13,17,20 **41:**4,5,5,6, 12,12,13 **44:**22,25 **47:** 20 **48:**6 **53:**20 **61:**20 **63:**6,13 **64:**8,24 **68:** 24 **72:**10 **76:**17 **78:**24 **82:**6 **84:**19,22 **85:**13 **87:**13 **89:**5 **92:**21,24 **104:**9 **107:**4 **112:**11 **113:**19 **115:**18 **117:** 11 **122:**23 **123:**19 **127:**4 **133:**7 **134:**11 **135:**9,15 **137:**8 **139:** 12 **140:**24
theory [7] **38:**15 **52:**24 **53:**13 **56:**25 **109:**13 **110:**1 **140:**17
there [97] **7:**17 **8:**1,16, 20,20 **9:**9 **10:**18 **12:** 18 **13:**25 **15:**8 **21:**5 **24:**5,19 **25:**10 **26:**20 **27:**22,23 **28:**16 **32:**13, 14 **33:**2 **35:**24 **36:**5,5, 15 **37:**5,5,6,8 **40:**8 **42:** 4 **44:**7 **46:**20 **47:**1,10 **48:**4,22 **50:**11 **52:**13 **55:**5 **56:**21 **61:**10 **64:** 19,20 **75:**24 **77:**2,12, 13,16 **78:**15,16 **79:**23, 24 **80:**7 **81:**1 **83:**14, 15,19 **84:**15,24 **86:**1, 2,3 **88:**1,3 **90:**20 **93:** 10 **94:**9 **97:**8,9,10,15 **98:**4,5 **100:**10,14,17, 18,24 **101:**20 **109:**14, 25 **113:**6 **114:**12,13 **115:**20 **116:**15 **117:**5 **118:**16 **120:**4 **134:**24 **135:**19 **137:**16,21 **139:**10 **140:**11 **141:**8
thereby [2] **23:**18 **114:** 5
there's [57] **5:**12 **6:**13, 14 **7:**2,6 **10:**6 **13:**13 **14:**10,10,11 **24:**1 **30:** 12 **31:**21 **40:**16 **44:**17, 21 **47:**6 **65:**11,14 **70:** 20 **75:**21 **82:**2,8 **83:** 21,22 **84:**2,3,15,18 **86:**1 **88:**21 **92:**12 **93:** 2,9,11,18 **96:**8 **98:**25

99:6 **100**:16,20,23 **101**:16 **102**:9 **103**:16 **106**:20 **107**:9 **108**:25 **110**:14 **116**:15 **118**:17 **122**:3 **137**:21 **139**:22,25 **140**:14 **141**:18
these [35] **6**:25 **10**:17 **11**:19,20 **14**:18 **17**:14 **20**:7 **23**:8,8,23 **40**:8,19,20 **45**:25,25 **55**:2,5,15 **57**:18 **64**:19 **68**:23 **69**:25 **73**:4 **76**:19 **79**:17 **86**:18 **88**:7 **94**:3 **101**:25 **107**:12 **113**:4 **114**:11 **127**:5 **133**:6 **141**:2
they're [48] **5**:3,4 **10**:16 **11**:10,10,11,21 **12**:6,8 **16**:23,23 **17**:11,13 **26**:22 **35**:14,15 **39**:14 **40**:1 **50**:16 **58**:5 **59**:18,18,18,19 **63**:17 **64**:3 **65**:25,25 **68**:14 **71**:6,14 **73**:5 **77**:20 **78**:6 **81**:7 **101**:24 **110**:8 **113**:13,13 **116**:14,15 **119**:19 **122**:9 **123**:10 **132**:10,16,22 **139**:16
they've [3] **10**:15 **58**:1 **81**:24
thing [18] **5**:6 **8**:7 **11**:15,25 **12**:20 **14**:23 **44**:13 **45**:16 **82**:24 **84**:14 **110**:8 **122**:12 **124**:21 **125**:4 **126**:3 **137**:13,23 **139**:25
things [14] **8**:6 **15**:11 **19**:10 **27**:22 **28**:12 **31**:18 **32**:3 **33**:22 **34**:17 **58**:8 **70**:6 **109**:7 **113**:20 **137**:12
third [12] **10**:1,8 **17**:4,5,8 **23**:9 **74**:4,7 **101**:25 **129**:25 **130**:1,6
thomas [21] **6**:9,23 **7**:4,11,17,25 **27**:10,11,18,25 **67**:8,11,17,24 **68**:7 **80**:4 **106**:11 **107**:9,15 **108**:7 **136**:4
thomas's [2] **9**:24 **61**:9
thompson [1] **44**:16
those [39] **18**:3 **19**:25 **23**:16,19 **33**:21 **36**:7 **37**:2 **38**:15 **42**:5,8 **46**:18 **51**:5 **52**:7 **54**:6 **56**:15 **57**:16 **61**:14 **72**:1,22 **79**:25 **85**:2 **89**:15,20 **91**:5 **97**:16 **100**:6 **108**:3 **109**:7 **110**:6,23 **113**:7,20 **124**:7,11,14 **126**:2,14 **133**:6 **141**:15
though [8] **50**:16 **58**:13 **71**:5 **81**:18 **94**:17 **97**:5 **108**:25 **127**:8
thought [8] **7**:25 **24**:9 **37**:1 **50**:13 **94**:7 **117**:15 **123**:5 **133**:15
threat [2] **90**:20,24
threaten [2] **39**:6 **41**:14
threatened [1] **91**:1
threatening [1] **55**:4
threatens [2] **6**:2 **64**:7
thresholds [2] **109**:18 **110**:4
through [19] **15**:7 **21**:7 **22**:10 **27**:3 **31**:22 **59**:7 **64**:25 **75**:14 **78**:23 **79**:17,19 **87**:10 **99**:9,14,25 **101**:13 **104**:2 **134**:5 **139**:22
throw [1] **27**:25
thrown [1] **112**:14
thrust [1] **138**:8
tick [1] **75**:13
tie [1] **109**:25
tied [1] **81**:4
time [21] **12**:17 **16**:14 **24**:3 **49**:8,18 **55**:8 **71**:24,24 **80**:8,18,23 **82**:4,6 **103**:21 **116**:6,20 **121**:13 **122**:21 **123**:12 **136**:19 **141**:2
times [4] **29**:24 **47**:4 **93**:4 **103**:25
timing [1] **82**:17
title [11] **10**:4,4 **39**:20 **48**:25 **53**:14 **54**:9 **65**:9,9,10 **89**:4 **92**:4
titled [1] **12**:24
today [5] **73**:1 **118**:8 **127**:11,14 **138**:9
together [2] **46**:2,5
told [2] **100**:7 **112**:4
too [9] **79**:25 **83**:3 **92**:4 **106**:8 **109**:2 **121**:18 **128**:24 **129**:9 **132**:1
took [4] **21**:8 **94**:7 **123**:5,12
top [1] **137**:8
totally [6] **14**:21 **25**:6 **45**:5 **54**:6 **57**:12 **63**:12
touching [1] **57**:13
trace [2] **22**:10 **119**:6
traced [2] **17**:21 **64**:25
traces [1] **139**:21
tradition [3] **14**:16 **30**:5,7
traditional [3] **13**:17 **33**:19 **79**:14
traditionally [2] **65**:21 **137**:7
trained [1] **12**:6
training [1] **26**:20
transfer [2] **103**:19,20
transferring [2] **15**:15,23
transitioning [1] **56**:17
treat [1] **5**:18
treated [2] **50**:15 **119**:3
treatment [3] **7**:16 **10**:5 **90**:22
trim [1] **46**:9
tripathy [1] **124**:20
troubling [1] **15**:11
true [8] **48**:24 **73**:19,23 **90**:2,2 **108**:11 **128**:18,21
try [2] **76**:24 **106**:23
trying [14] **11**:18 **29**:13 **38**:7 **45**:14 **86**:9,22 **99**:11,11 **102**:7 **104**:2 **110**:9 **118**:24 **140**:6,7
turn [1] **15**:15
turning [2] **45**:13 **62**:17
turns [1] **118**:18
twins [1] **5**:4
two [12] **7**:3,3,6 **8**:5 **29**:22 **32**:25 **33**:21 **42**:5 **44**:10 **61**:10,14 **105**:15
type [1] **29**:5
typical [1] **11**:1
typically [1] **137**:25

U

ugly [1] **15**:9
ultimate [1] **112**:18
ultimately [1] **141**:13
unambiguous [3] **44**:3 **47**:5 **49**:9
unambiguously [4] **95**:6 **96**:18 **105**:18 **137**:3
unanimously [2] **16**:5 **125**:25
unconstitutional [4] **50**:13 **64**:13 **84**:4,16
under [71] **5**:3,10 **6**:15,16,17,24 **9**:18 **12**:7 **13**:7 **18**:5,24 **22**:2,24 **23**:8 **24**:18 **26**:14 **27**:12,13,13,14 **30**:20 **32**:12,12 **33**:5 **34**:2 **37**:21 **39**:8,20 **48**:24,25 **50**:25 **51**:18 **53**:14 **54**:9,12 **55**:1 **56**:24 **61**:22,22 **66**:21,25 **67**:9,12 **71**:6,18 **72**:24 **73**:15,17 **75**:2 **77**:6,22 **78**:17 **83**:2,20 **85**:20 **87**:20 **95**:22 **99**:13 **103**:11 **106**:21 **111**:2 **114**:17 **116**:11 **117**:2 **118**:2 **120**:7 **125**:4 **130**:16 **133**:13 **135**:20 **139**:16
undergirds [1] **129**:21
underlying [1] **129**:6
understand [29] **16**:5,22 **22**:15,17 **23**:6 **25**:8 **29**:2,8,24 **31**:12 **46**:3,4 **55**:22 **58**:16 **61**:5 **64**:2 **76**:21 **82**:18 **83**:7 **93**:7,20 **96**:25 **102**:7 **112**:16 **115**:16 **133**:24 **134**:2,13 **140**:17
understanding [1] **28**:5
understands [1] **12**:6
understood [2] **63**:1 **128**:20
undisputed [1] **5**:21
undo [1] **64**:11
undoing [1] **118**:6
unearned [1] **108**:4
unenforced [1] **79**:3
unequivocal [1] **44**:3
unhappy [1] **115**:12
uniformly [1] **42**:19
unilaterally [1] **15**:14
unique [1] **125**:22
united [9] **59**:4 **66**:7 **68**:4,8 **83**:10 **84**:11 **85**:15 **117**:20 **137**:20
university [1] **38**:6
unless [2] **14**:13 **33**:20
unlike [1] **75**:2
unmistakable [1] **105**:22
unusual [2] **28**:13 **99**:10
unusually [1] **62**:2
unyielding [1] **29**:12
up [15] **21**:15 **23**:5 **26**:25 **40**:3 **41**:20 **43**:21 **49**:22 **50**:20 **58**:20 **72**:15 **84**:18 **85**:14 **103**:17 **113**:12,24
upheld [2] **67**:5 **77**:22
upholding [1] **108**:18
urging [1] **92**:17
us [12] **59**:16 **60**:6 **75**:5 **81**:15 **85**:5 **87**:3 **89**:16 **92**:5 **94**:16 **107**:11 **113**:5 **132**:11
usa.spending.gov [1] **81**:8
use [9] **46**:12 **63**:25 **76**:11 **97**:15 **117**:8,18 **127**:16,17 **129**:12
used [4] **37**:13 **66**:17 **68**:12 **127**:12
uses [2] **5**:3 **67**:5
using [3] **87**:19 **122**:5 **138**:12
usual [3] **100**:2,5,6
usually [2] **98**:17 **127**:20

V

valid [7] **38**:22 **53**:16 **55**:2 **64**:6 **76**:2 **77**:15 **106**:18
validly [2] **76**:1 **86**:11
versus [10] **25**:16,17 **44**:16 **51**:2 **58**:20,21 **64**:23 **65**:10 **83**:5 **124**:18
very [24] **14**:15 **15**:9,13 **16**:13 **30**:1 **31**:18 **42**:5 **45**:17 **61**:18 **69**:7 **84**:12 **92**:9 **94**:11 **103**:5,22,23 **107**:18 **109**:16 **110**:14 **119**:7,22 **123**:16 **136**:3 **140**:15
vi [3] **10**:4 **39**:20 **65**:9
via [2] **28**:19 **99**:5
viable [1] **6**:10
view [7] **44**:8 **62**:16 **73**:13 **106**:3,9,11 **134**:22
violate [10] **23**:16 **32**:4,4 **34**:6 **67**:3 **76**:9 **79**:16 **90**:8 **91**:1 **121**:5
violated [2] **68**:20 **141**:10
violates [2] **110**:11 **129**:24
violating [5] **15**:13 **17**:2 **73**:24 **109**:6 **121**:7
violation [7] **13**:2 **19**:1 **68**:13 **86**:1 **102**:11,16

121:16
violations [2] **91:**14 **104:**19
virtue [2] **11:**12 **21:**19
visits [1] **8:**11
vital [1] **32:**20
voluntarily [6] **11:**12, 21 **25:**20 **58:**4,5 **104:**14
voluntary [1] **58:**3

W

wages [2] **19:**8 **58:**7
wake [1] **43:**24
walk [1] **78:**22
want [40] **9:**18 **12:**16, 17 **16:**3 **19:**16 **22:**3,5 **26:**13 **31:**4 **40:**4,4,6 **42:**22 **52:**9,20,21 **54:**4,24,25 **55:**24 **56:**13 **57:**20 **58:**7 **63:**9 **76:**11 **84:**8,11 **85:**7 **91:**13 **92:**24,25 **96:**22 **98:**12 **113:**1 **115:**17 **126:**10 **130:**17 **131:**12 **133:**9 **137:**9
wanted [7] **29:**14 **32:**15 **51:**25 **52:**7 **61:**5 **98:**3 **139:**6
wants [4] **42:**13 **86:**7 **99:**7 **100:**8
warden [8] **59:**14,22 **60:**1,3,5,7 **115:**24 **121:**14
wasn't [7] **8:**9 **82:**1 **86:**3,4 **110:**23 **123:**12 **133:**19
water [1] **12:**16
way [42] **6:**20 **14:**17 **15:**12 **16:**13 **20:**14 **21:**5,6,6 **28:**14 **30:**8 **46:**4,25 **48:**1 **49:**4 **50:**2 **51:**13 **58:**4 **60:**23 **62:**3,11 **65:**2 **66:**16 **69:**1 **81:**16,19,24 **82:**7,9 **96:**11 **100:**14 **103:**8 **111:**3,23 **118:**20 **119:**7 **133:**19 **134:**11 **135:**14 **138:**3,15 **139:**21 **141:**17
ways [2] **18:**8 **137:**16
wedded [1] **135:**3
weekly [1] **136:**18
welcome [3] **6:**8 **67:**7 **107:**8
well [61] **7:**20 **8:**5 **9:**21 **10:**20 **13:**14 **20:**23 **26:**13 **27:**20 **30:**19 **32:**9 **35:**23 **36:**8 **38:**1 **39:**17,19,23,23 **41:**8 **46:**17 **47:**21 **50:**19 **51:**16,24 **55:**7 **56:**6 **67:**8,19 **68:**10 **70:**4 **74:**2,10,18,18,19 **76:**13,19 **78:**22 **82:**10 **84:**5,7 **85:**4,9 **87:**24 **88:**19 **92:**8,15,18,24 **93:**22 **94:**13 **96:**21 **110:**4,20 **115:**8 **116:**7 **121:**22 **125:**6 **128:**22 **129:**10 **130:**7 **132:**2
we'll [1] **85:**13
went [2] **49:**4 **50:**2
were [33] **5:**2 **8:**16 **9:**25 **32:**20 **34:**25 **45:**20 **48:**4,22 **49:**1,13 **50:**15 **52:**12 **59:**15 **61:**10 **65:**13 **67:**25 **72:**6,9 **82:**14 **89:**23 **94:**6 **96:**17 **97:**2 **98:**4 **106:**5 **113:**21 **116:**3 **123:**13 **124:**11,14 **126:**7 **140:**7,11
we're [37] **6:**6 **17:**10 **34:**10 **38:**21 **43:**11,11 **45:**14 **56:**1,1,3,3 **57:**13,17 **64:**4 **68:**3 **70:**21 **72:**15 **76:**22 **78:**13 **79:**22 **88:**4 **96:**1 **102:**9,24 **108:**19,20,20 **110:**3,4 **112:**16,23 **116:**24 **117:**7 **120:**4 **126:**4 **127:**11 **129:**22
weren't [2] **95:**24 **108:**17
we've [16] **10:**2 **36:**13 **37:**1 **42:**10 **63:**8,10 **64:**18,18 **73:**1 **87:**19 **89:**1 **93:**12,12,14 **94:**19 **128:**4
whatever [4] **16:**8 **101:**6 **112:**20 **130:**16
what's [7] **29:**25 **30:**2 **47:**21 **58:**20 **68:**3 **119:**15,16
whatsoever [1] **130:**24
when [62] **8:**6 **15:**1,1 **17:**6,6 **19:**24,24 **21:**14 **23:**16,22 **25:**18,19 **26:**12 **27:**4 **30:**20,23 **31:**5 **34:**11 **36:**13 **45:**9 **48:**20 **49:**3,18,21,21 **51:**21 **57:**10 **67:**3 **68:**15 **70:**21 **72:**1 **75:**6 **76:**18 **77:**9 **79:**21 **80:**16 **82:**6,25 **85:**11 **87:**17 **88:**14,14 **90:**8 **91:**1,17 **99:**3 **103:**17 **106:**19 **108:**9 **112:**16 **113:**23 **116:**24 **119:**25 **120:**5 **122:**22,25 **123:**4 **126:**3,13 **127:**21 **128:**10 **129:**5
where [45] **10:**2,7 **11:**18 **14:**10 **15:**9,22 **16:**18,18 **18:**14 **24:**1 **36:**20,21 **41:**20 **44:**11 **46:**8 **48:**7 **49:**11 **50:**10 **51:**5 **54:**8,9 **55:**12,14 **59:**5 **65:**19,19,20,20,20 **75:**3 **85:**6 **89:**2 **90:**19 **97:**19 **103:**16 **107:**20 **108:**10,12 **112:**25 **125:**13,22 **129:**6 **140:**7,17 **141:**8
whereas [3] **28:**19 **64:**4 **96:**10
whether [32] **30:**21,22, 24,25 **44:**17,25 **63:**11 **70:**9,10 **76:**15 **77:**1 **80:**6 **86:**13 **92:**10 **93:**8 **96:**15 **97:**7,16 **99:**15 **100:**24,25 **102:**9 **104:**14 **107:**5 **112:**18 **117:**1 **122:**9 **123:**1 **129:**12 **130:**25 **131:**6 **134:**6
which [59] **7:**22 **21:**5,5 **22:**10 **26:**8 **27:**23 **28:**18 **34:**1,25 **36:**11,20 **40:**24 **41:**13 **45:**16,18,21 **49:**19 **50:**23 **52:**13,17 **55:**2 **57:**11 **62:**14 **64:**2 **70:**14,14 **76:**3 **77:**11 **80:**19 **81:**6 **84:**25 **86:**21 **90:**10 **93:**3,4 **98:**24 **102:**24 **103:**4,20 **104:**10 **107:**2 **114:**22 **118:**20 **119:**17 **121:**16 **122:**2,18 **123:**18 **124:**25 **126:**21,22 **128:**3,9 **134:**8,18 **135:**13 **136:**18,19 **138:**6
whistleblower [1] **65:**11
who [30] **7:**14 **12:**4 **13:**5 **15:**13 **24:**10 **25:**5 **29:**10 **32:**5,9 **56:**15 **58:**6,22 **60:**15 **65:**23 **71:**12 **76:**8 **79:**15 **90:**21 **96:**4 **102:**1,24 **106:**17 **108:**3 **120:**13 **121:**14,14 **129:**24 **130:**13 **132:**19 **134:**12
whoa [5] **72:**14,14,14, 15,15
whoever [1] **133:**8
whole [8] **5:**14 **23:**24 **45:**17 **46:**3,21,23 **48:**11 **140:**1
whom [3] **74:**4 **79:**17 **93:**8
who's [4] **11:**18 **32:**5 **59:**6 **130:**22
why [38] **20:**20,21,21 **23:**22 **27:**1,23 **29:**19 **30:**19 **31:**2 **34:**22 **37:**20 **44:**5 **55:**22,25 **56:**8,9,10,10,11,14,23 **57:**19 **58:**17 **76:**15 **81:**16 **90:**2 **95:**1,12 **97:**6 **107:**12 **111:**12 **112:**10 **113:**7 **118:**6,24 **126:**3 **134:**4,7
wide [2] **42:**2,4
will [11] **19:**3 **41:**2 **98:**22 **108:**1 **115:**10 **123:**21 **130:**18 **131:**21 **133:**1 **136:**13 **137:**13
winding [1] **41:**20
within [12] **5:**22 **19:**12 **28:**14 **39:**3 **41:**12 **43:**6 **46:**6 **50:**18 **55:**3 **64:**5 **109:**7 **126:**1
without [4] **5:**17 **38:**16 **81:**20 **100:**3
women [1] **39:**18
women's [1] **38:**7
won't [2] **90:**7 **108:**24
word [2] **102:**23 **112:**13
words [4] **10:**15 **24:**20 **47:**6 **68:**22
work [16] **5:**22 **11:**5,13 **15:**12 **19:**13 **20:**14 **25:**19 **26:**24 **43:**7 **46:**2 **57:**3 **59:**1,10 **77:**8 **102:**1 **113:**2
worked [1] **61:**5
working [5] **34:**4 **49:**24 **65:**5 **120:**6 **121:**4
works [3] **57:**4 **60:**24 **73:**3
world [1] **23:**10
would [83] **6:**24 **15:**12 **17:**14,16 **20:**10 **25:**9 **27:**13,13 **36:**7,7,22 **37:**19,20 **41:**4,7,14 **49:**4,16 **50:**12 **51:**8 **53:**13 **56:**22 **64:**11 **70:**17 **72:**11 **74:**10 **76:**16 **78:**12,20,25 **79:**3,25 **80:**9 **81:**21,22 **83:**24,25 **84:**5 **85:**6 **87:**4,5,7,13 **88:**18,18 **90:**3 **91:**9 **92:**2,3,3,5,7 **96:**1,22 **97:**2,8,9,11,15,22 **98:**6 **100:**20 **101:**8 **102:**25 **103:**11 **106:**4,10 **112:**7 **114:**3,15,20 **115:**2 **116:**4,16 **123:**2,4 **124:**3 **129:**16 **133:**5 **134:**24 **135:**18 **138:**3 **141:**16
wouldn't [7] **17:**14 **32:**4 **43:**2 **75:**20,21 **127:**14 **139:**5
write [1] **135:**1
writes [1] **134:**23
written [4] **18:**2 **133:**14 **134:**7,20
wrong [6] **36:**6 **94:**18 **122:**9,13,13 **123:**13
wrote [1] **135:**8

X

x [2] **65:**10 **89:**5

Y

yeah [48] **12:**19 **13:**22 **16:**1,11,12,16 **17:**20 **20:**4 **31:**4 **35:**22 **36:**12 **37:**11,17 **38:**24 **39:**2,4,7 **40:**2,22,25,25 **41:**8,16 **42:**22 **43:**5 **44:**9 **52:**3 **54:**3 **55:**12 **60:**15,18 **61:**4,16 **62:**9 **63:**13,15 **65:**19 **74:**24 **76:**24 **83:**24 **85:**24 **101:**11 **113:**17 **115:**15 **128:**17 **130:**4,10 **133:**12
year [4] **92:**13 **123:**6,9 **124:**1
years [3] **16:**7 **42:**20 **106:**19
yellow [1] **125:**13
yes [69] **13:**22,24 **14:**1 **17:**25 **21:**2,19,23,25 **24:**2 **25:**21 **29:**2 **31:**13 **41:**5 **47:**11 **51:**8 **52:**20,21,24 **53:**3,3,12,17,18,18,18,19,20,25 **54:**2,5,9,14,16,17,18 **70:**8,13 **72:**20 **74:**9 **78:**8 **80:**21,22 **81:**13,24 **83:**14,17 **87:**6,14 **90:**3 **92:**18 **93:**24 **94:**5 **95:**9 **97:**9 **98:**10,

10,21 **99:**2 **100:**12 **103:**22 **104:**20 **105:**5 **114:**20 **117:**21 **119:**23 **122:**4,8 **135:**9,15
yet [2] **37:**1 **116:**19
york [1] **124:**20
you'd [2] **97:**13 **134:**17
your [83] **12:**11,17 **16:**22 **18:**1,8 **22:**6 **23:**6 **25:**8 **26:**2 **28:**8 **33:**13 **35:**13 **38:**15 **39:**8 **41:**23 **42:**3 **44:**8 **47:**13 **49:**5 **52:**10,24 **53:**13 **56:**24 **57:**11,19 **60:**5 **61:**11 **63:**18 **68:**10 **69:**19 **70:**7 **71:**9,22 **73:**13 **79:**8 **82:**17 **86:**12 **91:**23 **92:**15,18 **93:**24 **94:**5 **97:**6 **100:**15 **107:**11 **110:**13 **111:**8 **112:**9,21,25 **113:**22,25 **116:**10,13,13,14 **118:**9,17 **119:**5,15,16,23 **120:**14 **121:**20 **123:**17 **124:**1,17 **125:**11,19 **126:**9 **127:**10 **129:**4 **131:**14,15,25 **132:**15 **133:**4 **134:**22 **135:**9,14 **136:**10 **137:**9,11
you're [48] **11:**18 **17:**12 **22:**8 **26:**4,10 **34:**3,4 **41:**20 **43:**23 **45:**9,11,12 **51:**3,5 **55:**22 **56:**5 **57:**10,22 **58:**15 **59:**6 **70:**6 **71:**15,25 **75:**5 **76:**17 **78:**3 **85:**4,5 **94:**16 **99:**4 **108:**10 **112:**18 **113:**3 **118:**7,15 **119:**12 **121:**13,19 **123:**24 **126:**13 **128:**2 **129:**11 **130:**19 **131:**16,21 **135:**12 **136:**16 **140:**18
you've [6] **26:**2 **36:**4 **56:**2 **70:**7 **96:**20 **103:**25

Z

zachary [1] **138:**23
zero [1] **82:**4