

# SUPREME COURT OF THE UNITED STATES

---

IN THE SUPREME COURT OF THE UNITED STATES

-----  
RICHARD ALLEN CULBERTSON, )  
 )  
Petitioner, )  
 )  
v. ) No. 17-773  
 )  
NANCY A. BERRYHILL, ACTING )  
 )  
COMMISSIONER OF SOCIAL SECURITY, )  
 )  
Respondent. )  
-----

Pages: 1 through 65  
Place: Washington, D.C.  
Date: November 7, 2018

---

## HERITAGE REPORTING CORPORATION

*Official Reporters*  
1220 L Street, N.W., Suite 206  
Washington, D.C. 20005-4018  
(202) 628-4888  
contracts@hrccourtreporters.com

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

IN THE SUPREME COURT OF THE UNITED STATES

- - - - -

RICHARD ALLEN CULBERTSON, )

Petitioner, )

v. ) No. 17-773

NANCY A. BERRYHILL, ACTING )

COMMISSIONER OF SOCIAL SECURITY, )

Respondent. )

- - - - -

Washington, D.C.

Wednesday, November 7, 2018

The above-entitled matter came on for oral argument before the Supreme Court of the United States at 11:06 a.m.

APPEARANCES:

DANIEL R. ORTIZ, ESQ., Charlottesville, Virginia; on behalf of the Petitioner.

ANTHONY YANG, Assistant to the Solicitor General, Department of Justice, Washington, D.C.; on behalf of the Respondent, in support of reversal and remand.

AMY L. WEIL, ESQ., Atlanta, Georgia; Court-appointed amicus curiae, in support of the judgment below.

1	C O N T E N T S	
2	ORAL ARGUMENT OF:	PAGE :
3	DANIEL R. ORTIZ, ESQ.	
4	On behalf of the Petitioner	3
5	ORAL ARGUMENT OF:	
6	ANTHONY YANG, ESQ.	
7	On behalf of the Respondent,	
8	in support of reversal and remand	16
9	ORAL ARGUMENT OF:	
10	AMY L. WEIL, ESQ.	
11	Court-appointed amicus curiae,	
12	in support of the judgment below	33
13	REBUTTAL ARGUMENT OF:	
14	DANIEL R. ORTIZ, ESQ.	
15	On behalf of the Petitioner	63
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

1 P R O C E E D I N G S

2 (11:06 a.m.)

3 CHIEF JUSTICE ROBERTS: We'll hear  
4 argument next in Case 17-773, Culbertson versus  
5 Berryhill.

6 Mr. Ortiz.

7 ORAL ARGUMENT OF DANIEL R. ORTIZ

8 ON BEHALF OF THE PETITIONER

9 MR. ORTIZ: Mr. Chief Justice, and may  
10 it please the Court:

11 This case turns on the meaning of two  
12 words in Section 406(b), "such representation."  
13 Do they refer to work done only before the  
14 court, the only representation discussed in  
15 Section 406(b) itself, or do they also include  
16 work done before the agency, which is subject  
17 to a separate award mechanism in Section  
18 406(a)?

19 In this case, Your Honors, the  
20 statute's text, its structure, its purposes,  
21 and its history all confirm that Section  
22 406(b)'s cap applies only to work done in  
23 court.

24 First, the text: Section 406(b)  
25 references explicitly and only work done in the

1 court. It's a single sentence. It says  
2 whenever a court renders a judgment favorable  
3 to a claimant who is represented before the  
4 court by an attorney, the court may allow a  
5 reasonable fee for such representation.

6 The dictionary meaning of the word  
7 "such," of the sort previously mentioned,  
8 confirms what is commonsensical. So does the  
9 doctrine of the canon of *expressio unius*.  
10 Section 406(a), by contrast, speaks of work  
11 done before the commissioner. Section 406(b)  
12 speaks only of work done before the court.

13 Congress also, Your Honor, knew how to  
14 create an aggregate cap if it wanted to. In  
15 Section 406(a)(2)(C), it creates an aggregate  
16 cap for claims in cases involving both claims  
17 under Title 2 and Title 16, and it uses the  
18 words "in the aggregate."

19 Congress likewise knew how to create  
20 offsets, as it did in the Equal Access to  
21 Justice Act.

22 Also, Your Honors, the structure of  
23 the Act makes this clear. In *Gisbrecht*, this  
24 Court defined -- said that the statute handles  
25 discretely claims for work before the agency

1 and claims before the court.

2 JUSTICE GINSBURG: Can I ask you a  
3 question about the -- the cap? You're saying  
4 there's a cap in (b) and that applies to court  
5 services, not to services before the agency.

6 But is there a -- a cap on the amount  
7 that can be taken from the plaintiff's  
8 recovery? That is, let's say that we -- we  
9 agree with you that the (b) cap is for court  
10 only. It doesn't apply to administrative  
11 services. Can more be taken from the  
12 plaintiff's recovery than, what is it,  
13 25 percent?

14 MR. ORTIZ: No, Justice Ginsburg. The  
15 agency has taken the position, which is not  
16 contested in this litigation, that there's a  
17 separate 25 percent pay cap which applied.  
18 They will set aside the amount of past-due  
19 benefits and withhold the 25 percent for the  
20 payment of attorney's fees under both 406(b)  
21 and 406(a).

22 So that is an upward limit in this  
23 case. This case --

24 JUSTICE SOTOMAYOR: I do have a  
25 question about that. I'm troubled by the idea

1 of attorneys attempting to collect fees  
2 directly from their clients.

3 Now I understand from the briefing  
4 that you can't garnish disability benefits, so  
5 if you don't get paid your percentage, you  
6 can't garnish disability benefits. But how can  
7 you collect otherwise? You don't collect over  
8 the fund that Justice Ginsburg is describing.

9 MR. ORTIZ: No, Your Honor --

10 JUSTICE SOTOMAYOR: The retained  
11 amount. Don't you think that Congress wouldn't  
12 have wanted Social Security recipients to be  
13 hounded by collection efforts?

14 MR. ORTIZ: Well, Your Honor, first, I  
15 want to correct what may be a misconception.  
16 It is not the case that when the 25 percent  
17 authorization cap is used up, that attorneys,  
18 if they want to recover fees beyond that, would  
19 -- beyond the amount withheld, would actually  
20 have to go against the claimant directly.

21 In any case, when there is an EAJA  
22 award, as there are in over 40 percent of these  
23 cases, and the EAJA award is equal to or  
24 exceeds the 406(a) award, the attorney can  
25 actually get the money from the amount that the

1 agency is still withholding.

2 JUSTICE SOTOMAYOR: I understood here  
3 there was some EAJA money that you could have  
4 received.

5 MR. ORTIZ: Yeah. So in this --

6 JUSTICE SOTOMAYOR: But I'm talking  
7 about the extreme possibility --

8 MR. ORTIZ: Yeah. In this --

9 JUSTICE SOTOMAYOR: -- where there's a  
10 small EAJA award, but you get 50 percent of the  
11 recovery. Are we going to have people  
12 garnishing something or attaching something  
13 that belongs to clients?

14 MR. ORTIZ: Not in most cases, Your  
15 Honor. In most cases, it makes no economic  
16 sense.

17 JUSTICE SOTOMAYOR: I'm not asking  
18 about most cases. I'm asking about exceptions.

19 MR. ORTIZ: Well, there would be an --

20 JUSTICE SOTOMAYOR: When --

21 MR. ORTIZ: There would be an  
22 exception, Your Honor, if I were representing  
23 Bill Gates, say. It would -- I could go after  
24 him for payment of the remaining fee.

25 JUSTICE KAVANAUGH: But most of the



1 claimants are, of course -- do not have much  
2 money, and the statute, as Justice Ginsburg  
3 says, puts a 25 percent cap on what -- on how  
4 it's going to -- the pool, I guess, is the --  
5 from which it's going to be paid by the agency.

6           Doesn't that suggest that Congress  
7 thought that there would be an aggregate cap  
8 because, A, there is the pool cap, and then, as  
9 Justice Sotomayor says, we don't expect lawyers  
10 to go after claimants who, by definition, often  
11 can't work and often don't have much money?

12           MR. ORTIZ: Well, Justice Kavanaugh,  
13 the pool cap is a matter -- is a creature of  
14 agency work, not actually an artifact of what  
15 Congress has done. So it's -- you cannot  
16 impute that actually to what Congress -- what  
17 Congress's feeling here was.

18           As you mentioned, in most cases -- in  
19 many of these cases, the claimant will be  
20 judgment-proof beyond the amount that the  
21 agency has set aside. And in those  
22 circumstances, it makes no sense for the  
23 attorney to go after the claimant.

24           The claimant -- the attorney --

25           JUSTICE BREYER: The answer -- the

1 answer -- the answer is, am I right, that --  
2 that, look, for what -- in an EAJA case, where  
3 you collect the money from the government, the  
4 lawyer gets money from -- he takes the fee out  
5 of that, is that right?

6 MR. ORTIZ: The -- the attorney has to  
7 effectively return the lesser of the EAJA fee  
8 or the 406(b) --

9 JUSTICE BREYER: Okay. So if -- if  
10 the amount from the client is less than the  
11 EAJA award, the attorney gets the -- the  
12 greater amount and returns the other to the  
13 client, so the client doesn't pay, okay,  
14 anything perhaps. If there's no EAJA award, so  
15 take that out of the picture, and you win this  
16 case, there's yet another check that has to be  
17 a reasonable fee, and the -- the judge is in  
18 charge of that.

19 MR. ORTIZ: Yes, Your Honor.

20 JUSTICE BREYER: All right. Okay. So  
21 it has to escape that. But, if it does escape  
22 that, then the lawyer can get up to 50 percent.  
23 That's the answer, is that right?

24 MR. ORTIZ: The lawyer can be  
25 authorized for 50 percent.

1 JUSTICE BREYER: Yeah, yeah, yeah.

2 MR. ORTIZ: That's possible.

3 JUSTICE BREYER: Look, the lawyer can  
4 be authorized -- I mean, I'm not trying to --  
5 I'm just trying to find -- get the thing  
6 straight in my mind.

7 MR. ORTIZ: Yes, it's possible.

8 JUSTICE BREYER: No EAJA fee of a  
9 greater amount. The judge doesn't say it's an  
10 unreasonable thing to do. And the client has  
11 the money. And then you could bring it up to  
12 50 percent?

13 MR. ORTIZ: Yes, Your Honor.

14 JUSTICE BREYER: And your argument  
15 against that is that's like the null set,  
16 unless Gates happens to be on welfare, which I  
17 think he isn't.

18 MR. ORTIZ: Yes. Well, it would make  
19 no sense for an attorney to waste his or her  
20 time pursuing such claimants, go -- go after  
21 people who are essentially judgment-proof, Your  
22 Honor. And I -- it's my understanding that's  
23 actually how the work -- the world works in  
24 practice.

25 The amicus's brief -- the --

1 JUSTICE SOTOMAYOR: I have a question  
2 that bothers me greatly about this whole  
3 litigation. It seems like your interests are  
4 contrary to your client's interests, meaning  
5 your client under no circumstance should want  
6 the danger of paying more than the 25 percent  
7 aggregate. So shouldn't you have gotten a  
8 different lawyer for her in some point in this  
9 litigation earlier than here?

10 MR. ORTIZ: No, Your Honor. Our  
11 client has actually been notified every step  
12 along the way about what --

13 JUSTICE SOTOMAYOR: That's not true  
14 consent. At least when I was a district court  
15 judge, you had to not only advise her but  
16 advise her of the potential conflict and advise  
17 her to seek separate counsel. Was that done?

18 MR. ORTIZ: I don't believe that that  
19 was done in this case.

20 JUSTICE SOTOMAYOR: I -- I am troubled  
21 by these fee disputes because I want -- often  
22 wonder if clients are being adequately  
23 represented once the dispute moves from the  
24 main case and into how much you're entitled to.

25 MR. ORTIZ: But, in this case, Your

1 Honor, not only was Ms. Wood informed of what  
2 was happening, but she had consented to it.

3 JUSTICE SOTOMAYOR: Not without being  
4 told of the potential conflict.

5 MR. ORTIZ: I don't know in-depth how  
6 much it was explained to her.

7 JUSTICE GINSBURG: Practically --  
8 practically, where would you -- you can't get  
9 money out of the Social Security benefits, if  
10 -- if they've been exhausted under -- under (b)  
11 for the court work. So where would you go to  
12 get -- to get that -- to get more than  
13 25 percent, not from Social Security benefits,  
14 but some other source?

15 MR. ORTIZ: Your Honor, if there are  
16 no EAJA fees in the picture, which would  
17 increase the size, effectively increase the  
18 size of the pot, and the claimant can't pay any  
19 more money, you would take your lumps and  
20 leave. The lawyer at that point would swallow  
21 the loss in fees, is typically what happens.

22 There's no sense in wasting time  
23 trying to squeeze blood from a turnip.

24 JUSTICE GINSBURG: Well, wouldn't that  
25 -- if that's the general case, then what are

1 the practical consequences of our agreeing with  
2 your position when you can't get more than  
3 25 percent out of the Social Security benefits  
4 themselves?

5 MR. ORTIZ: Well, the practical  
6 implications of the aggregate cap rule, Your  
7 Honor, is that attorneys will be less willing  
8 to take on these cases ex-ante because they  
9 will understand that in many cases they will  
10 not be getting fees for work in court because  
11 that pool will have been expanded -- expended.

12 JUSTICE SOTOMAYOR: How many cases  
13 have EAJA awards?

14 MR. ORTIZ: In *Gisbrecht*, Your Honor,  
15 it -- the concurrence mentioned that it was  
16 41 percent. It's our understanding that more  
17 up-to-date statistics are above 40 percent to  
18 50 percent, somewhere in there.

19 JUSTICE SOTOMAYOR: So in about 40 to  
20 50 percent of the cases there will always be a  
21 pot bigger than the 25 percent?

22 MR. ORTIZ: Yes, Your Honor. But --

23 JUSTICE SOTOMAYOR: That's what you're  
24 fighting for, is that 25 percent that -- that  
25 -- that --

1 MR. ORTIZ: Yes, but the aggregate  
2 rule does not allow the attorney access to any  
3 of that. The non-aggregate approach which  
4 we're advocating does.

5 JUSTICE SOTOMAYOR: Does.

6 MR. ORTIZ: So even under -- so under  
7 the aggregate rule, that extra money under EAJA  
8 is simply unavailable to the attorney. It goes  
9 straight -- all of it would go straight to the  
10 client.

11 Under our approach, that attorney --  
12 that -- the EAJA award is effectively split and  
13 divided between the claimant and the attorney.

14 JUSTICE KAVANAUGH: (a)(4), I thought,  
15 established a 25 percent cap on the pool, the  
16 statute itself. You said it didn't come from  
17 the statute. Maybe I'm misreading something.

18 MR. ORTIZ: No, (a)(4) is a little bit  
19 unclear, Your Honor. (a)(4) talks about the --

20 JUSTICE KAVANAUGH: Well, it seems  
21 very clear. It says 25 percent.

22 MR. ORTIZ: No, it does say  
23 25 percent. But it also says the maximum fee,  
24 which is -- is a technical term for the agency  
25 award. The maximum fee is not a term from

1 406(b). It's from 406(a).

2 JUSTICE KAVANAUGH: But that -- that  
3 pool established under (a)(4) is the only pool,  
4 that Justice Ginsburg has been referencing,  
5 that's the only pool, correct?

6 MR. ORTIZ: That is the only pool.  
7 The agency doesn't --

8 JUSTICE KAVANAUGH: And that's capped,  
9 the pool is capped by statute at 25 percent?

10 MR. ORTIZ: No, Your Honor. The pool  
11 -- the pool is capped with respect to 406(b)  
12 awards at overall -- at an overall of  
13 25 percent by the agency. I believe my friend  
14 Mr. Yang can perhaps answer this better.

15 JUSTICE KAVANAUGH: The regulations  
16 interpreting that do cap the pool then at  
17 25 percent as well?

18 MR. ORTIZ: They do. But I believe  
19 that the -- the -- the support in the statute  
20 that they point to for that is not anything in  
21 406(a) but is actually 406(b)'s language where  
22 it says that a -- that the commissioner may  
23 award -- it's in 406, it's on page 8(a) of the  
24 government's opening merits brief. About  
25 halfway down (b) it says: And the Commissioner



1 of Social Security may, notwithstanding --  
2 there's a Section 401(i) that's titled but  
3 subject to subsection D -- certify the amount  
4 of such fee for -- for payment to such attorney  
5 out of and not in addition to the amount of  
6 such past-due benefits.

7 And the agency has taken the view that  
8 that gives it the authority, discretionary  
9 authority to cap the overall pool that's  
10 available for 406(b) awards as well.

11 Your Honors, the -- the -- if I may,  
12 Your Honors, I would like to reserve my  
13 remaining time for rebuttal.

14 CHIEF JUSTICE ROBERTS: Thank you,  
15 counsel.

16 MR. ORTIZ: Thank you.

17 CHIEF JUSTICE ROBERTS: Mr. Yang.

18 ORAL ARGUMENT OF ANTHONY YANG ON  
19 BEHALF OF THE RESPONDENT, IN SUPPORT OF  
20 REVERSAL AND REMAND

21 MR. YANG: Mr. Chief Justice, and may  
22 it please the Court:

23 There is one and only one operative  
24 provision in this case, and it's Section  
25 406(b)(1)(A). That provision applies when a

1 claimant is represented, "represented before  
2 the court by an attorney," and it authorizes a  
3 reasonable fee for such representation.

4 That provision clearly governs fees  
5 only for representations before the court, and  
6 its 25 percent past-due benefits cap likewise  
7 only applies to fees for work done before the  
8 court. That text fully resolves this case.

9 The Court has had a series of  
10 questions about kind of some of the  
11 practicalities. I'd like to address first  
12 Justice Kavanaugh's question about the pot.

13 There's actually two statutory  
14 provisions. The first is at (a)(4). (a)(4) is  
15 at page 7a of our brief. That says that the  
16 Secretary shall certify for payment out of  
17 past-due benefits so much of the maximum fee as  
18 does not exceed 25 percent. The maximum fee,  
19 if you look throughout the prior provisions of  
20 (a), talk about the maximum fee that the  
21 commissioner approves for work before the  
22 agency.

23 So that (a)(4) provision mandates that  
24 so much of that maximum fee, that is, the  
25 agency fee, as does not exceed 25 percent shall

1 be paid. It's mandatory.

2 Now I think there's two things. First  
3 is the mandatory. The pot must be 25 percent,  
4 at least, if the agency fee is that large.

5 And, two, the language "so much of the  
6 agency fee as does not exceed" emphasizes that  
7 Congress understood that the agency fee could  
8 and would sometimes exceed 25 percent of  
9 past-due benefits, which itself is incompatible  
10 with an aggregate 25 percent.

11 JUSTICE KAVANAUGH: A different  
12 argument, but --

13 MR. YANG: Different argument, but  
14 while we're on (a)(4) I thought I'd touch upon  
15 it.

16 The second provision is in (b)(1).  
17 That's on page 8a. It's in the latter half of  
18 the main paragraph, that the Secretary shall  
19 certify the amount of such fee, referring back  
20 to the court-approved fee for court work, as  
21 does not -- out of and not in addition to the  
22 amount of past-due benefits.

23 That is in the permissive. It is may  
24 certify. So the -- the agency has interpreted  
25 the mandatory obligation to set aside

1 25 percent for agency fees, and the permissive  
2 obligation or the permissive authority to set  
3 aside money for the court fee, which itself is  
4 capped at 25 percent, as allowing it to only  
5 pay out 25 percent --

6 JUSTICE KAVANAUGH: Right.

7 MR. YANG: -- total.

8 JUSTICE KAVANAUGH: Right. I  
9 understand that. And it comes ultimately from  
10 an interpretation of the statute. Maybe you're  
11 saying it's not mandated by the statute.

12 MR. YANG: Well, it's an -- an  
13 interpretation of the permissive part of the  
14 statute.

15 JUSTICE KAVANAUGH: Right, that's what  
16 I mean by saying it's not -- maybe it's not  
17 mandated by the statute, is your point.

18 MR. YANG: So it's not -- so -- but  
19 when Congress was enacting these provisions and  
20 any cap that might exist, Congress understood  
21 that it was authorizing the agency to withhold  
22 more than 25 percent with the operation of  
23 these two.

24 There's another point to be made that  
25 I think we haven't focused on, is that we've

1 only been talking about attorney fees because  
2 this case involves an attorney, but Congress  
3 has authorized non-attorneys to represent  
4 agency -- clients before the agency, and in  
5 subsection (e) of 406, specifically directs the  
6 agency to extend the fee payment provisions,  
7 the direct payment provisions that we're  
8 talking about in (a)(4), to non-attorneys.

9 But in doing so, Congress in (e)(2) --  
10 unfortunately, we didn't reproduce this in our  
11 brief, but it's in (e)(2) -- set forth  
12 prerequisites for these non-attorney  
13 representatives to be eligible for this direct  
14 payment. Not all of them meet those  
15 eligible -- eligibility requirements.

16 So there is a category of cases that  
17 (a)(4) never comes into play because there's no  
18 authority to provide direct payment to the --  
19 to the representative. Now those  
20 representatives are still representing clients  
21 before the Social Security Administration, and  
22 they have to collect their fees or they  
23 wouldn't be doing it.

24 And I think that addresses, Justice  
25 Sotomayor, your concern. It's baked into the

1 system these representatives are going to  
2 collect sometimes the fees from the client.  
3 Now these -- in Social Security Title 2 cases,  
4 there's no -- there's no means testing. So you  
5 can have a rich client; you can have a poor  
6 client. But the important point is that  
7 Congress intended not only sometimes to get  
8 25 percent pot --

9 JUSTICE KAVANAUGH: But we're told by  
10 the amicus brief of the disability attorneys  
11 that that almost never happens.

12 MR. YANG: Almost never happens --  
13 which -- which --

14 JUSTICE KAVANAUGH: That they try to  
15 get the money directly from the client. Now  
16 maybe that's not correct, but that's what --

17 MR. YANG: That -- that cannot be  
18 correct for the set of non-attorney  
19 representatives that are not eligible for  
20 direct payment under (a)(4).

21 JUSTICE KAVANAUGH: Right.

22 MR. YANG: The only way they can get  
23 their money is from the client.

24 Also, if you look at the criminal  
25 prohibitions in --

1 JUSTICE SOTOMAYOR: Counsel, how often  
2 are those people family members or -- or --

3 MR. YANG: That I -- I don't know, but  
4 I do know that there are -- the criteria that  
5 Congress has specified under (e)(2) does not  
6 contemplate that we're talking familial  
7 relationships.

8 JUSTICE SOTOMAYOR: All right. You  
9 say there's no danger or little danger of  
10 garnishment of future benefits. But you also  
11 say that sometimes the government permits  
12 garnishing to help attorneys satisfy awards  
13 under 25 percent when they have missed out on  
14 withholding. Where do you get that authority  
15 from, to permit garnishing or to permit  
16 garnishing above the 25 percent?

17 I can understand if --

18 MR. YANG: It's not above the  
19 25 percent. I think what you're talking about  
20 is in the circumstance that the agency for some  
21 reason has erroneously failed to withhold --

22 JUSTICE SOTOMAYOR: Right.

23 MR. YANG: -- 25 percent of past-due  
24 benefits, it recovers as an overpayment of  
25 past-due benefits from the -- from -- from the

1 future stream. And this is not an uncommon  
2 event.

3 For instance, sometimes there are  
4 overpayments in either the Title 2 or the Title  
5 16 context to the claimant, and the -- the  
6 government will then offset from future  
7 payments to -- to recoup that money. This is  
8 just another illustration of that. And it  
9 doesn't, I think what --

10 JUSTICE SOTOMAYOR: To the -- to the  
11 poor recipient, it doesn't really sound like  
12 they were responsible for your failure to  
13 withhold. I'm not sure what gives you the  
14 authority. Basically, you're garnishing their  
15 benefits.

16 MR. YANG: Well, I don't think that --  
17 first of all, no one has questioned the  
18 government's authority where the government has  
19 already paid the money that should not have  
20 been repaid. In -- in most contexts, the  
21 government can recover money that is overpaid  
22 from individuals. I -- I don't find that to be  
23 particularly telling, and there are regulatory  
24 provisions that govern that to make sure that  
25 the recoupment of this overpayment is not



1 onerous.

2           But what, again, getting back to the  
3 question presented in this case, I think it's  
4 -- it's clear that Congress contemplated, if  
5 you look at (a)(5), which is the criminal  
6 prohibition for collecting in excess of the  
7 maximum fee authorized by the Commissioner, or  
8 (b)(2), which is the criminal prohibition  
9 prohibiting collection of the fee beyond that  
10 authorized by the court, by setting a criminal  
11 prohibition and setting the threshold beyond  
12 what's authorized, Congress contemplated that,  
13 if it's under that authorization limit, you  
14 could collect it.

15           And it's not an abusive collection  
16 because the fees have been approved either by  
17 the agency under 406(a) or under the court  
18 under 406(b).

19           JUSTICE KAVANAUGH: You -- you  
20 obviously have a good textual argument. I  
21 think the point is your brief then goes to  
22 great lengths to say don't worry about taking  
23 50 percent from disability claimants because  
24 district courts won't allow that under the  
25 reasonableness prong. And the -- the amicus

1 brief of disability attorneys say don't worry  
2 about that seemingly extreme 50 percent fee  
3 because that never really happens in practice.  
4 Both of which suggest that this system was not  
5 designed to be one where you're getting  
6 50 percent.

7 MR. YANG: I don't think that's  
8 entirely true. The thing is we -- we --

9 JUSTICE KAVANAUGH: You still have a  
10 strong textual argument. I'm not --

11 MR. YANG: No, no, I -- I think we win  
12 on the text regardless of the policy.

13 JUSTICE KAVANAUGH: Right. I  
14 understand -- I understand that.

15 MR. YANG: But -- but the -- I think  
16 on the policy, there are going to be cases  
17 where you're going to get greater than  
18 25 percent. For instance, there are cases  
19 where there's representation in an overpayment  
20 case, as we were just discussing.

21 Well, maybe you get -- and as a result  
22 of an overpayment case, you don't get past-due  
23 benefits, but the agency and the court may well  
24 approve a reasonable fee for payment in such  
25 cases.

1           There are other cases where  
2    disability -- the onset date is sufficiently  
3    late. For instance, new evidence came in on  
4    remand. There's a five-month waiting period  
5    before your eligibility -- eligible for  
6    benefits. So it may be that even if you're  
7    found disabled in the proceeding --

8           JUSTICE KAGAN: But I think the import  
9    of Justice Kavanaugh's question is that in the  
10   usual case in which there are proceedings both  
11   at the Commission and at a district court, and  
12   there are two 25 percent caps, it -- it -- it's  
13   not the government's position that in that  
14   usual case where lawyers can say, well, I won  
15   here and I won there, that both of them are  
16   entitled to 25 percent fees or that both of  
17   them should get 25 percent fees.

18          MR. YANG: In a normal case where  
19    you've got a substantial amount of past-due  
20    benefits, we think that's not the case. When  
21    there are smaller amounts of past-due benefits,  
22    if there's only, say, \$5,000 of past-due  
23    benefits, we're only -- we're talking about  
24    very small amounts of compensation for  
25    attorneys.

1                   And it's important to recognize also  
2                   that we're only talking about the past-due  
3                   benefits.

4                   JUSTICE ALITO:   What --

5                   MR. YANG:   For a disability complaint  
6                   --

7                   JUSTICE KAGAN:   I don't -- I think,  
8                   you know, what strikes me as -- as, you know,  
9                   troublesome about this, and then you could add  
10                  a court of appeals proceeding to it and the  
11                  possibility of 75 percent fees.  So, you know,  
12                  could that possibly have been what Congress  
13                  wanted?

14                  MR. YANG:   Well, I guess there's two  
15                  points.  One, Congress was concerned not only  
16                  about past-due benefits, but Congress would  
17                  have understood that for a disabled person and  
18                  particularly one who is permanently disabled,  
19                  ongoing future benefits, which are untouched by  
20                  this caps, are protected.  And, in fact, they  
21                  protected them under 407.

22                  The second point is I think you raised  
23                  the question of 75 percent.  The government's  
24                  view is that the cap in (b), 406(b), is  
25                  25 percent for all of the court proceedings,

1 including appeals.

2           And there's multiple reasons for that.  
3 We think the text, when read in light of the  
4 Dictionary Act, is amenable to that reading.  
5 But, if you took the opposite reading, you  
6 could have four, five, six proceedings with  
7 multiple remands, coming up to this Court  
8 perhaps, there's no way you can get more than  
9 100 percent of past-due benefits if there are  
10 five proceedings.

11           So that anomaly suggests that our  
12 reading of a 25 percent aggregate cap for the  
13 judicial proceedings is what was intended by  
14 Congress in 406(b), which would then suggest  
15 that normally, although there's not always --  
16 it's not always the case because sometimes  
17 agency fees can exceed 25 percent of past-due  
18 benefits, normally, it should not exceed  
19 50 percent, and in many cases, where the courts  
20 -- where you've got a lot of benefits, as the  
21 Court recognized in *Gisbrecht*, the  
22 reasonableness criterion allows courts to  
23 police for windfall --

24           JUSTICE KAVANAUGH: Well, what's your  
25 definition of "smaller" versus "more

1 substantial" that you used in response to  
2 Justice Kagan's question?

3 MR. YANG: Well, I -- I think it will  
4 depend on the amount of time and litigation  
5 spent on the case, but what is --

6 JUSTICE KAVANAUGH: The money's coming  
7 right out of the claimant's pocket.

8 MR. YANG: It's coming out of the  
9 past-due benefits. That's -- that's correct.

10 JUSTICE KAVANAUGH: Right.

11 MR. YANG: And so for -- in this case,  
12 you know, in this case, I think we would  
13 have -- it falls somewhere in the middle. At  
14 page, you know, 12, we have kind of a chart  
15 with all the -- the sums, and we're talking  
16 about a past-due benefit award --

17 JUSTICE KAVANAUGH: Right.

18 MR. YANG: -- of about \$35,000.

19 JUSTICE KAVANAUGH: It comes right out  
20 of the claimant's pocket, and it -- and it's  
21 unusual to have a 50 percent chunk out of a  
22 claimant's -- out of a party's pocket.

23 MR. YANG: That -- that is true for  
24 many tort cases, although I don't believe it's  
25 unheard of. The -- there are, depending on the

1 risk --

2 JUSTICE KAVANAUGH: Yeah, I said  
3 unusual, yeah.

4 MR. YANG: Yeah, and in a lot of these  
5 cases, you must understand these are all  
6 generally taken on contingency. So -- and  
7 we're talking about low stakes, and there's  
8 uncertainty about how many, if any, past-due  
9 benefits, even if you prevail --

10 JUSTICE KAVANAUGH: Well, it's low  
11 stakes for the attorney, but it's high stakes  
12 for the claimant.

13 MR. YANG: That is true, but, again,  
14 there are two countervailing interests that  
15 Congress was trying to address here. One was  
16 excessive fees, which I think will depend on  
17 the circumstances of the case, what is  
18 excessive. But the other is assuring adequate  
19 representation for claimants. That's an  
20 important element of this.

21 And if you -- if the cap is too --

22 JUSTICE KAVANAUGH: That's -- that's  
23 where -- I'm sorry to belabor this, but that's  
24 where the amicus briefs of the disabled --  
25 disability attorneys comes in because they say

1 they usually agree not to take more than  
2 25 percent. So I'm not sure how your point  
3 about the incentive structure actually fits  
4 what's going on in those areas --

5 MR. YANG: Well, I think attorneys --  
6 the fee --

7 JUSTICE KAVANAUGH: -- where there's  
8 not a cap.

9 MR. YANG: -- the typical fee  
10 agreement that exists caps out at 25 percent of  
11 past-due benefits, both for the agency and for  
12 the attorney.

13 JUSTICE KAVANAUGH: Exactly. So you  
14 don't need 50 percent to incentivize.

15 MR. YANG: Well, there are different  
16 fee agreements, both for the agency at 25 and  
17 for the court at 25. That -- that's what was  
18 at issue here.

19 So, if you were to look at the fee  
20 agreements that were signed by Mr. Culbertson  
21 and the claimant in this case, it actually  
22 would be a 50 percent fee that was agreed to.

23 So I think the -- what -- what you may  
24 be referring to in the agency or in the amicus  
25 brief was fee agreements are 25 percent, but



1     there's a fee agreement for agency proceedings  
2     and there's a separate one for court  
3     proceedings.

4             JUSTICE KAGAN:  So, if I understand  
5     what you're saying to us, Mr. Yang, there have  
6     been -- one could respond to some of these  
7     qualms about a 50 percent fee by saying don't  
8     worry, it will never happen.

9             But you're specifically not saying  
10    that.  You're saying in a case where there are  
11    proceedings at two different levels, 50 percent  
12    fees is going to happen, and it's going to  
13    happen in order to ensure representation at  
14    both of those levels.

15            MR. YANG:  It -- it -- it may well  
16    happen.  Those fees would have to be determined  
17    to be reasonable, but -- and that there is a  
18    judicial as well as an administrative check on  
19    that.

20            But, yes, if it is a reasonable fee in  
21    those circumstances, sometimes it may well be  
22    50 percent.  And that is a necessary  
23    consequence of the -- of providing sufficient  
24    incentives that Congress thought were  
25    appropriate in this context to incentivize

1 counsel both at the agency level and before the  
2 court.

3 CHIEF JUSTICE ROBERTS: Thank you,  
4 counsel.

5 MR. YANG: Thank you.

6 CHIEF JUSTICE ROBERTS: Ms. Weil.

7 ORAL ARGUMENT OF AMY L. WEIL,

8 COURT-APPOINTED AMICUS CURIAE,

9 IN SUPPORT OF THE JUDGMENT BELOW

10 MS. WEIL: Mr. Chief Justice, and may  
11 it please the Court:

12 Section 406 is not a model of clarity.  
13 It's a piecemeal statute that was enacted over  
14 a series of amendments over a course of 50  
15 years.

16 But the best interpretation of its  
17 provisions, one that the agency has adopted and  
18 -- and argued in favor of in the courts for  
19 half a century, up until April of this year, is  
20 that it imposes a 25 percent aggregate cap on  
21 agency and court fees.

22 There are three primary reasons why  
23 this is the best interpretation of the statute.  
24 First, it is the most plausible reading. When  
25 you take all of the amendments as a whole, when

1 you read it, and in the order -- in the order  
2 in the enactment of the amendments, and if you  
3 look at the multiple references within them to  
4 a 25 percent cap, and if you look at the fact  
5 that the eye toward the purpose of the statute  
6 is to regulate attorney's fees in a fair  
7 manner, to protect the benefits of the disabled  
8 with one 25 percent withholding, it is a  
9 reasonable, plausible interpretation.

10 And it is one, second, which the  
11 agency agreed with and devised a framework for  
12 the payment of fees and the representation of  
13 claimants in the -- before the agency and  
14 before the court.

15 And they created this framework with,  
16 as its most notable feature, this one  
17 25 percent cap, which would make little sense  
18 if there was not an aggregate 25 percent cap on  
19 fees. There's one 25 percent withholding.

20 And, also, third, the capping of these  
21 fees by 25 percent balances what we know to be  
22 Congress's intent. It was stated in 1965 in  
23 enacting the first 25 percent cap.

24 They were concerned about the  
25 inordinate attorney's fees that were being

1 collected when -- when the court fees were not  
2 being regulated. At the time, the agency fees  
3 were regulated to \$20 or \$30 if you had to go  
4 before the Appeals Council also, but there was  
5 no cap on court fees.

6 And they were concerned by just  
7 33 percent, but a third to a half of fees being  
8 paid to attorneys for having to take these  
9 cases to court.

10 If the claimants had been successful  
11 originally and the agency hadn't wrongfully  
12 withheld the benefits, the -- the claimants  
13 would have had 100 percent of their past-due  
14 benefits.

15 JUSTICE GORSUCH: Counsel, on that on  
16 the incentive structure point, I -- I -- I can  
17 surely understand the impulse, and I -- I feel  
18 that the 25 percent's quite a lot, even if  
19 past-due benefits, I know future benefits are  
20 untouched, and that's a sympathetic position.

21 But couldn't a rational Congress also  
22 think that there are some extraordinary cases  
23 that are hard and in order to incentivize  
24 attorneys more might be appropriate, in order  
25 -- I mean, if you overregulate, you create

1     scarcity, right? And if you overregulate the  
2     availability of attorneys, nobody's going to  
3     take the case.

4             MS. WEIL: That is the --

5             JUSTICE GORSUCH: And so, here, isn't  
6     it at least conceivable that a rational  
7     Congress might think there would be an odd case  
8     where you need above 25 percent, up to 50, but  
9     we're going to put in special checks, a  
10    reasonableness inquiry at -- at the  
11    administrative level and a reasonableness  
12    inquiry at the district court, all of which is  
13    subject to further review, I'm sure.

14            So why -- why -- why is that an  
15    irrational scheme to provide incentive  
16    structures so that people do have  
17    representation and that there isn't artificial  
18    scarcity?

19            MS. WEIL: See, it's not an irrational  
20    scheme to say they would have done it some  
21    other way. They did it this way because this  
22    is the way that balanced.

23            JUSTICE GORSUCH: Okay. So your  
24    argument is that on the text you win --

25            MS. WEIL: Well --

1 JUSTICE GORSUCH: -- but as a matter  
2 of policy you admit it's a draw?

3 MS. WEIL: -- as a matter of policy,  
4 there's never been any showing by anyone that  
5 there's a disincentive to taking cases because  
6 of a cumulative 25 percent.

7 JUSTICE GORSUCH: You admit a --a -- a  
8 -- a reasonable Congress could worry about that  
9 scenario?

10 MS. WEIL: This Congress did worry  
11 about the scenario --

12 JUSTICE GORSUCH: Okay.

13 MS. WEIL: -- of their getting more  
14 than 25 percent. And they had to balance  
15 because they wanted to make sure people were  
16 going to take these cases. And, as it turned  
17 out, they do.

18 There's a very healthy Social Security  
19 bar. We also have the EAJA fees to help  
20 protect attorneys. And if you --

21 JUSTICE BREYER: So is the only --  
22 does this example, an example of where they  
23 might get more, they work very hard, long  
24 hours, and they get the client, disabled, and  
25 as a result of that, the client gets \$5,000,

1 but the client also gets up to as long as he  
2 lives, and that's all future.

3 So the client eventually will get half  
4 a million dollars. And so the lawyer says:  
5 Look, I -- I worked for four months, and I know  
6 the past amount's only \$5,000, but when you  
7 look at what I got for my client, it was half a  
8 million, and I spent hours. So, please, give  
9 me not just \$1250 but \$2500.

10 MS. WEIL: Well, Your --

11 JUSTICE BREYER: Okay? Now -- but  
12 have I -- have I -- see, I'm using that as an  
13 example in my mind as an example of where,  
14 well, this could be justified.

15 Now do I have it right? That's what  
16 I'm not certain about.

17 MS. WEIL: Well, if you look at the  
18 way the --

19 JUSTICE BREYER: Is my example right?

20 MS. WEIL: Well, your example probably  
21 isn't going to come out that there's four  
22 months. The way this really works is, if you  
23 go before the agency and you win, you get  
24 agency fees. You can get up to 25 percent.  
25 You're probably not going to have been there

1 for more than four or six months, maybe a year,  
2 but you get the benefits that are accumulating  
3 over time. It's sort of like passive money.  
4 It's accumulating over time. So as those  
5 benefits --

6 JUSTICE BREYER: It all adds up to  
7 \$50,000 because of the accumulation --

8 MS. WEIL: So it could add up.

9 JUSTICE BREYER: -- so now we get  
10 \$12,500 and he would like \$12,000 more because  
11 he had to go to court, and that took another  
12 two years, and, besides, the client will not  
13 get \$50,000. He will get half a million  
14 because he's going to live for about 90 more  
15 years.

16 MS. WEIL: But what you have to take  
17 into account, Your Honor, is the fact that --

18 JUSTICE BREYER: I just need -- I need  
19 to know first and foremost --

20 MS. WEIL: Right.

21 JUSTICE BREYER: -- is -- is -- is  
22 what I say -- this is a tough statute for me --  
23 I mean, is -- is this -- have I got the example  
24 right?

25 MS. WEIL: Well, the example's right



1 in terms of, if you go before the agency and  
2 you -- you lose, you have to go to court.  
3 That's what happens in all of these cases.

4 JUSTICE GORSUCH: But, counsel, I  
5 think what Justice Breyer's getting at, and I  
6 -- I think it's a premise of my question too,  
7 is -- is -- isn't it fair to say that in a --  
8 in a -- in a significant number of cases that  
9 future benefits are larger than past benefits?

10 MS. WEIL: They're -- yes, future  
11 benefits are, but I disagree with the concept  
12 that you won't be hounded. I do believe that  
13 there is definitely leeway in the statute and  
14 leeway in 407 for claimants to be hounded after  
15 these past-due benefits, because 407 only  
16 allows -- only says you can't go after future  
17 benefits, but 406(a) --

18 JUSTICE BREYER: Can't go after --

19 MS. WEIL: Cannot go after future  
20 benefits. But --

21 JUSTICE BREYER: But can't -- can't --

22 MS. WEIL: These are past-due  
23 benefits.

24 JUSTICE BREYER: I -- see, that's what  
25 I was worried about. In other words, the

1 client -- the lawyer cannot ask for a fee  
2 resting on the fact that he got the client a  
3 million dollars, but most of it's in the  
4 future?

5 MS. WEIL: He got the client -- who  
6 knows what's going to go. Something could  
7 happen and the client doesn't end up getting  
8 it.

9 JUSTICE BREYER: No, I know, I know.

10 MS. WEIL: He did what he did for him  
11 then. And the --

12 JUSTICE SOTOMAYOR: Well, I think  
13 maybe we should just be practical, okay? Let's  
14 assume that there's 25 percent of the judgment  
15 that wasn't paid out. What do you think the  
16 lawyer can do to get that 25 percent?

17 MS. WEIL: If there were --

18 JUSTICE SOTOMAYOR: He can't -- can --  
19 he can't go after the future benefits, correct?

20 MS. WEIL: I don't believe that's  
21 necessarily true, because the future benefits  
22 cannot be gone after, but these are past-due  
23 benefits. So --

24 JUSTICE SOTOMAYOR: So let's -- let's  
25 stop there. So you're saying, yes, he could

1 potentially go after the pot of past-due  
2 benefits up to the excess that he wants, is  
3 that --

4 MS. WEIL: Right. There's a  
5 25 percent withholding and that will be paid  
6 out. If there's an additional 25 percent  
7 that's awarded to an attorney, the client will  
8 already have received the 75 percent, but he  
9 will -- as the cases in the Ninth and Tenth  
10 circuits have suggested about going after the  
11 fees when they're over the 25 percent  
12 withholding, they have to find other ways to  
13 get them.

14 One way you can get them is saying  
15 they are past-due benefits, and they might have  
16 been put into your bank account, they might  
17 have been put into your house, but you can  
18 attach that because you certified -- a court or  
19 the agency certified them as past-due benefits.  
20 So they're available.

21 And, number two, they could be  
22 considered to be wrongfully not withheld.  
23 That's what happens when the agency allows you  
24 to go after future benefits. Now, right now,  
25 there's 25 percent withholding.

1                   So if the -- if you -- if the agency  
2                   --

3                   JUSTICE SOTOMAYOR: I -- I -- I think  
4                   that may be wrong on your part because the  
5                   agency is only authorized to withhold  
6                   25 percent.

7                   MS. WEIL: Right.

8                   JUSTICE SOTOMAYOR: So I don't think  
9                   you can claim that they wrongfully didn't  
10                  withhold an additional 25 percent. So I don't  
11                  think --

12                  MS. WEIL: That's because the agency's  
13                  framework is set up for a 25 percent aggregate  
14                  cap. Remember, they've been --

15                  JUSTICE SOTOMAYOR: But that's  
16                  legislatively imposed.

17                  MS. WEIL: Correct.

18                  JUSTICE SOTOMAYOR: I -- I -- I take  
19                  your point that there could be garnishment on  
20                  the past-due amounts, is what you're saying.  
21                  I'm presuming also that that attorney could  
22                  withhold documents from the client, could do  
23                  anything else a lawyer does when they're not  
24                  paid, correct?

25                  MS. WEIL: Right. And these are not

1 typical clients. These are clients who are  
2 only in this position because they were  
3 wrongfully withheld their benefits in the first  
4 place. They should have been paid.

5 CHIEF JUSTICE ROBERTS: Well, but your  
6 -- your friend on the other side says that this  
7 just doesn't happen, that these lawyers do not  
8 go after the recipients. And -- and you say  
9 that it's a real danger. Is there any -- how  
10 do we tell? How do we tell who's right?

11 I mean, I understand your point of  
12 view that theoretically this could happen, but  
13 in the real world, they said it doesn't.

14 MS. WEIL: Well, and the -- well,  
15 they're asking now to be able to be paid more  
16 than 25 percent for a purpose. It's not like  
17 they're saying, we're going to settle in every  
18 single case for just the 25 percent that's  
19 withheld.

20 Obviously, they're asking for the  
21 extra 25 to be able to get it from the client.  
22 Sometimes the client will pay it. We -- I have  
23 presented the Court with cases in the Tenth and  
24 Ninth Circuit where 47 percent of the past-due  
25 benefits were awarded. There was still just a

1 25 percent withholding.

2 And they're not asking for a Pyrrhic  
3 victory. They're asking for the money.

4 JUSTICE KAGAN: But, Ms. Weil, I take  
5 -- I take the point, and, indeed, Mr. Yang  
6 suggested, that this happens and that it was  
7 meant to happen. But -- so -- so that's  
8 troublesome. But I'm -- I'm struggling with  
9 your textual argument.

10 MS. WEIL: Well --

11 JUSTICE KAGAN: Where does it come  
12 from?

13 MS. WEIL: -- let's discuss that  
14 because both the Petitioner and the Claimant  
15 have said that the two words -- it's -- there  
16 -- there are two words in this entire statute  
17 that just make their position correct and that  
18 say that you get up to 50 percent of benefits,  
19 and those two words are "such representation"  
20 in section (b).

21 And I suggest to Your Honors that  
22 actually --

23 JUSTICE SOTOMAYOR: There's -- there's  
24 such representation before the court --

25 MS. WEIL: Yes.

1 JUSTICE SOTOMAYOR: -- in (b), and  
2 before -- in (a), before the commissioner?

3 MS. WEIL: Well, their argument really  
4 has been pointing to the (b) language of "such  
5 representation" before the court, and they  
6 claim that that shows that you can get up to  
7 50 percent of the past-due benefits. But I  
8 would suggest to Your Honors that actually  
9 supports a 25 percent aggregate rule, because  
10 what the statute provides is only -- that you  
11 can get up to 25 percent of past-due, up to,  
12 not to definitely get 25, but up to 25 percent  
13 of past-due benefits for a court representation  
14 if you're successful.

15 You cannot be successful unless there  
16 has been attorney representation. Somebody had  
17 to present the case before the agency. They  
18 might have originally lost, but if that case is  
19 later won before the court, two things happen.

20 Number one, the agency attorney who  
21 first represented them is going to get fees for  
22 what they did by presenting the case because  
23 all the evidence has to be presented to the  
24 agency. It's not presented in court.

25 And, number two, most cases are sent

1 back by the district court -- even a win is  
2 sent back by the district court on a remand for  
3 more evidence. In this case, for example, they  
4 had looked at the -- the district court judge  
5 or magistrate judge in this case said that the  
6 ALJ didn't really consider the --

7 JUSTICE KAGAN: I guess I -- I don't  
8 quite get the argument. You know, the "such  
9 representation" language says 25 percent for  
10 court representation.

11 MS. WEIL: Right.

12 JUSTICE KAGAN: And then you're saying  
13 that there's some kind of implicit exclusion as  
14 to another 25 percent, or however much it is,  
15 for agency representation. Where does the  
16 exclusion come from?

17 MS. WEIL: I'm not actually arguing  
18 exclusion. What I'm arguing is, in order to  
19 get a court fee, you have to have an agency  
20 also.

21 So it's not as if this court fee  
22 controls what happens with the agency. The --  
23 I tried to put it in terms of a timeline in my  
24 brief. I suggested to the court that while the  
25 case was pending before the agency, these



1 past-due benefits were accruing. The court  
2 attorney can't take credit or have some sort of  
3 responsibility for those fees. It's a -- it's  
4 sort of a fiction, a legal fiction. Those are  
5 -- benefits were accruing while --

6 JUSTICE KAGAN: But the statute is set  
7 up so that there are very specific sections  
8 governing agency proceedings and court  
9 proceedings. So the statute is set up in a way  
10 that is not really consistent with that  
11 argument. It seems to treat these as two  
12 different proceedings, and it seems to treat  
13 fees for those two different proceedings as  
14 discrete inquiries.

15 MS. WEIL: Yes, Your Honor. And they  
16 are because of the way it works. You can go  
17 before the agency, and if you win, you can get  
18 up to 25 percent of the past-due benefits and  
19 you go home. It's over. If you go before the  
20 agency and you lose, you don't get paid a fee.  
21 You go before the court and you can get up to  
22 25 percent if you win.

23 There may -- the agency attorney might  
24 also be awarded a fee too or not. It could be  
25 that they represented pro bono. It could be

1 that they were represented by themselves pro  
2 se. It could be that the legal aid represented  
3 them. You might only have a court fee. So you  
4 have to have up to 25 percent there too.  
5 That's how it started. There was already --  
6 agency's fee was taken care of.

7 So both of them have the up to  
8 25 percent because there only might be in the  
9 end one attorney, either the court attorney or  
10 the agency attorney, getting the fee. But the  
11 question is, what do you do when they both get  
12 fees?

13 And I tried to illustrate in the brief  
14 in terms of a timeline that these fees are  
15 accruing over time. The court attorney  
16 shouldn't be getting the fees that were  
17 accruing while it was before the agency, and  
18 the agency attorney has no reason to be  
19 receiving the fees as they were accruing before  
20 the court. I mean it makes sense that they  
21 split them. That is the only argument that  
22 that is not -- and actually -- that is not what  
23 was anticipated.

24 JUSTICE KAGAN: It -- it makes sense  
25 that they split them, but -- but you're not

1 suggesting that there's any place in the  
2 statute that you can point to and say: Look,  
3 that provision is the provision where Congress  
4 indicates that it makes sense that they split  
5 them.

6 MS. WEIL: You -- I -- I really have  
7 two arguments on that. Number one, their plain  
8 text argument is wrong. And, number two, you  
9 can kind of get to -- to our position about the  
10 aggregate by reading the statute together with  
11 the amendments and the fact that there's one  
12 pool from which these -- the benefits are  
13 withheld.

14 But, to get to their plain reading,  
15 their literal text, they argue that the plain  
16 reading of the statute is: Well, there are  
17 two, two 25 percents, and they both get them  
18 and they can get up to 50 percent.

19 If you actually literally read the  
20 statute, and you don't know anything about the  
21 background, you don't know how it works, you've  
22 never read the regulations, you would actually  
23 read (a), and (a) would say: If you go before  
24 the agency and you lose, you don't get a fee.  
25 If you go before the agency and you win, you

1 get paid a fee. It's over with. And they get  
2 benefits, and you get paid a fee out of the  
3 benefits.

4 Or, other option, two, you go before  
5 the court, and if you get a favorable judgment,  
6 you win. And that was the view that was  
7 adopted. That is actually the literal reading.  
8 And it was the view that made -- formed the  
9 basis of the single tribunal rule.

10 That was the Sixth Circuit's rule.  
11 They said, well, whichever forum you win in,  
12 that's where you get paid a fee, that you can  
13 look and see if there's any work done in the  
14 other forum, but whatever forum you win in, you  
15 get a fee. Well, nobody thinks that's right,  
16 but that actually is the literal reading of the  
17 statute: One or the other.

18 The only reason we're here is that we  
19 know that that's not how you read it, that you  
20 have to read the regulations that are  
21 incorporated into the statute, and the way they  
22 work, the fact that they both collect fees, the  
23 fact that there's one withholding, which really  
24 would make no sense. Congress -- Congress,  
25 when they gave the delegation to the -- first

1 the Board, then the Secretary, then the  
2 Commissioner to establish regulations, set up  
3 this framework.

4 And when they set up the framework, it  
5 was all centered around a 25 percent aggregate.  
6 The -- they argued in -- constantly in cases  
7 before the courts in favor -- and I've -- I  
8 presented some of the language to Your Honors  
9 in my brief. They've suggested, however, that,  
10 in 1993, they backtracked and said, oh,  
11 actually, they've been flip-flopping. No,  
12 they've never flip-flopped over this.

13 The Horenstein case that they cite in  
14 their brief about saying set different  
15 statutory maximum allowable fees in (a) and (b)  
16 was talking about this single tribunal rule.  
17 And --

18 JUSTICE KAVANAUGH: Congress used the  
19 phrase "in the aggregate" in one place that  
20 they rely on as well as part of the textual  
21 argument, which is the title -- the subchapter,  
22 the 2 and the 16 benefits they use "in the  
23 aggregate" there and don't use it here.

24 Do you have a --

25 MS. WEIL: That is unfortunate. This

1 is not the best written statute.

2 (Laughter.)

3 MS. WEIL: If it had been more clear,  
4 we certainly wouldn't have been here. That --

5 JUSTICE KAVANAUGH: It sounds like  
6 you're saying they didn't -- Congress didn't  
7 think through --

8 MS. WEIL: Well --

9 JUSTICE KAVANAUGH: -- in its language  
10 the exact situation on the ground. But I don't  
11 know what we're supposed to necessarily do with  
12 that.

13 MS. WEIL: What you do with that is,  
14 well, you say, why did that happen? Because  
15 this is a piecemeal statute. They started out  
16 with Section (b) when the (a) fees were pretty  
17 small, and they came to (b) and they said we're  
18 having a problem here, inordinately large fees.  
19 We need to be able to rein those things in and  
20 we're going to balance the interests of the  
21 claimant not having excessive fees of 33 to  
22 50 percent of their benefits being paid out to  
23 attorney's fees, but then paying them enough  
24 and making sure they get paid.

25 See, that's key. You can't make sure

1 they're paid if you have one 25 percent  
2 withholding, but you're allowing 30, 40,  
3 50 percent. That's no assurance there. In  
4 fact, those --

5 JUSTICE KAVANAUGH: I mean, it seems  
6 -- to support your point, it seems almost  
7 absurd that Congress would have wanted  
8 litigation or actions by disability attorneys  
9 against disability claimants.

10 MS. WEIL: Congress would not want --

11 JUSTICE KAVANAUGH: That --

12 MS. WEIL: -- any of this.

13 JUSTICE KAVANAUGH: -- that said, the  
14 "in the aggregate" is missing and the text is a  
15 problem, as -- as you acknowledge.

16 MS. WEIL: But it might be possible  
17 that they didn't think they needed it because  
18 of the way they put forth all these statutes  
19 and the way they kept putting in the 25 percent  
20 cap and the way the agency had read it. I  
21 mean, the --

22 JUSTICE KAGAN: What about the  
23 language -- I'm sorry. Keep going.

24 MS. WEIL: From the -- from the very  
25 beginning, they had had the 25 percent

1 withholding and 25 percent cap.

2 JUSTICE KAGAN: What -- what about the  
3 language that Mr. Yang referred to in (a)(4)?  
4 This is the language about payment in an amount  
5 equal to so much of the maximum fee as doesn't  
6 exceed 25 percent of past-due benefits, which  
7 suggests that the maximum fee could be more  
8 than 25 percent.

9 MS. WEIL: I actually think that that  
10 language came from a 1990 conference report.  
11 And trying to understand what all this is, you  
12 have to read all this legislative history.

13 And part of the legislative history  
14 was there was a discussion going on in the 1990  
15 Senate conference report when they were  
16 discussing the fact that the way the system was  
17 set up, you would determine past-due benefits.

18 First, you would, if you got -- if you  
19 had a disability and SSI claim, you had to  
20 determine past-due benefits by first backing  
21 out, reducing it by the amount of the SSI  
22 before you determined the attorney fee.

23 And the reason they were doing that is  
24 they were saying that the person ended up  
25 really not needing the SSI, they were made



1 effectively poor by the fact that we weren't  
2 paying them the disability originally.

3 So when we're -- going to determine  
4 attorneys' fees, we're going to reduce the  
5 amount of the past-due benefit pool to be paid  
6 from. We're going to back out the SSI payment.  
7 And then we're going to take 25 percent of  
8 that. That was the way the setup was.

9 And then they put in the new (a)(4)  
10 and the new amendments for the fee agreement  
11 process. And in that, they put in a section  
12 saying, well, the way we're going to do it now  
13 is we're going to let them determine the  
14 past-due benefits out of the disability  
15 benefits without reducing it, but they're  
16 still -- when we're going to pay them, we still  
17 are withholding only the 25 percent.

18 So they're only going to be able to be  
19 paid that, even though they're going to be able  
20 to get an award now of the disability benefits  
21 without the SSI backed out, when it comes to  
22 being paid, they're going to have to only get  
23 from us the 25 percent after the SSI reduction.

24 JUSTICE SOTOMAYOR: Ms. Weil, I  
25 believe it helps you, doesn't it, that the

1 probability of there being an award over  
2 25 percent of the past-due amounts is when no  
3 past-due amounts are awarded, correct? Because  
4 an attorney can receive a reasonable fee.

5 MS. WEIL: Correct, in a overpayment  
6 or a termination case?

7 JUSTICE SOTOMAYOR: Exactly. And so  
8 in those -- in those cases, it's always going  
9 to be 25 percent -- more than 25 percent.

10 MS. WEIL: Well, there -- yeah, there  
11 won't be any past-due benefits.

12 JUSTICE SOTOMAYOR: Exactly. Are  
13 there any other situations in which the  
14 25 percent -- over 25 percent could be, in  
15 fact, calculated?

16 MS. WEIL: Calculated?

17 JUSTICE SOTOMAYOR: Because the  
18 government's making much of this, that Congress  
19 contemplated it, and I thought your brief said  
20 they contemplated it only in the two  
21 circumstances of where there's no past-due  
22 amounts.

23 MS. WEIL: Well, that's correct. I  
24 mean, the only time you would be getting  
25 benefits, you'd either -- the only time these

1 cases would come before without two past --  
2 without past-due benefits being available to  
3 determine the 25 percent out of would be  
4 overpayment and termination cases.

5 I think it's very important to keep in  
6 mind when we are looking at this as a whole to  
7 determine what Congress had intended in terms  
8 of who we're talking about. Again, these are  
9 claimants who, had they originally gone before  
10 the agency and been awarded -- awarded their  
11 benefits, they wouldn't have had anything out  
12 of them. They would have had 100 percent of  
13 their benefits awarded.

14 But now agency wrongfully, and it  
15 turns out they agree, wrongfully denied them  
16 the benefits. So the -- over a course of  
17 years, these past-due benefits are accruing,  
18 this isn't nothing. This isn't a small --

19 JUSTICE GORSUCH: But isn't that  
20 exactly the hardest cases where you maybe are  
21 most in need of good legal services and lawyers  
22 might be least likely to participate?

23 MS. WEIL: Well, that's the fortunate  
24 thing about (a), the 25 percent does satisfy  
25 the attorneys and, (b), the EAJA award can be

1 in excess of that. You can make the claimant  
2 whole and the attorney can --

3 JUSTICE GORSUCH: But you would agree  
4 with the premise that -- that these are the  
5 cases, these are the hardest cases where  
6 attorneys are most useful perhaps?

7 MS. WEIL: Well, I think they're  
8 necessary to go into court.

9 JUSTICE GORSUCH: Yeah.

10 MS. WEIL: I don't know necessarily  
11 the hardest cases, but definitely --

12 JUSTICE GORSUCH: They've lost below.

13 MS. WEIL: And that's the only --

14 JUSTICE GORSUCH: They've lost below.

15 MS. WEIL: They lost below.

16 JUSTICE GORSUCH: And now they're  
17 going to court?

18 MS. WEIL: And now they're going to  
19 court. And my point being that had they not  
20 had to go to court, had they not had to go to  
21 court and had they been rightfully paid, then  
22 they wouldn't be paying any attorneys' fees.

23 So a lot of people might think: Well,  
24 maybe the government ought to be paying their  
25 fees.

1 JUSTICE GORSUCH: Sure. That would be  
2 a reasonable judgment too.

3 MS. WEIL: But, instead, this is  
4 coming out of past-due benefits. So you have  
5 to determine, and Your Honors have to  
6 determine, what did Congress intend when they  
7 were doing this.

8 When they put the statute out, when we  
9 know they thought 33 percent to 50 percent was  
10 inordinately high, what did they actually  
11 intend to have happen with the agency? And the  
12 agency determined that 25 percent was the  
13 maximum. And the agency determined that that  
14 25 percent aggregate was what they would  
15 advocate in favor of.

16 And, in fact, if I could, Your Honors,  
17 I found the brief where they wrote in Dawson to  
18 explain their position, which has been  
19 maintained for 50 years, for half a century:

20 "The most of the benefits provided for  
21 by the Act are intended to supply a means of  
22 livelihood to persons who have been deprived of  
23 their ability to support themselves, e.g., old  
24 age benefits for retirees and disability  
25 benefits for the disabled.

1           "The majority of the claimants for  
2 benefits, therefore, depend upon them for  
3 subsistence, part of their livelihood. And for  
4 most, many of the benefits are their sole means  
5 of support. Often, by the time past-due  
6 benefits are recovered from the Secretary, the  
7 claimant is in dire financial need. Deduction  
8 of a third to a half of these benefits,  
9 whatever the purpose, can impose serious  
10 financial hardship on the claimant.

11           "Congress has sought to balance these  
12 needs against that of the attorney by giving  
13 the court authority to fix a fee for the  
14 attorney when the court renders a judgment  
15 favorable to the claimant and by limiting the  
16 amount of that fee to a maximum of 25 percent  
17 of the past-due benefits.

18           "It's plain, therefore, that the  
19 Court's allowance of a fee in a Social Security  
20 case larger than an overall 25 percent of  
21 past-due benefits recovered would be contrary  
22 to Congress's will."

23           That was -- that was --

24           CHIEF JUSTICE ROBERTS: I'm sorry,  
25 counsel, what are you -- what are you reading

1 from?

2 MS. WEIL: I'm reading from the brief  
3 of the government in Dawson. So that was in  
4 1970.

5 Then, in *Gisbrecht*, the solicitor said  
6 that "the statute's primary goal is ensuring  
7 the claimant keeps as much of the back-due  
8 award as possible."

9 And then later said -- quoted an  
10 Eleventh Circuit case, *Kay versus Apfel*, in the  
11 same brief in this Court, that "406(b) is  
12 designed to protect a particularly vulnerable  
13 class of claimants. Many claimants in Social  
14 Security benefit cases are minors or  
15 incompetent to manage their affairs, or  
16 disadvantaged by lack of education or physical  
17 or mental impairment."

18 So I think that this Court in looking  
19 at what Congress intended needs to look at what  
20 the Commission had said for years, because they  
21 were the implementing body. They were the ones  
22 who were reading these statutory changes, the  
23 amendments as they came along, and they made it  
24 consistent, always were consistently taking the  
25 position that 25 percent of the past-due

1 benefits that had been accruing over the time  
2 the case was in court or before the agency was  
3 what would be Congress's intent.

4 Congress, the agency, and the courts  
5 have knitted together a system with a  
6 25 percent aggregate cap that has been working  
7 since 1965. Petitioner and Respondents have  
8 urged this Court to pull a thread on that  
9 system and to begin to unravel it.

10 I would urge this Court not to do  
11 that. The judgment of the Eleventh Circuit, we  
12 ask, be affirmed.

13 CHIEF JUSTICE ROBERTS: Thank you,  
14 counsel.

15 Mr. Ortiz, you have a minute left.

16 REBUTTAL ARGUMENT OF DANIEL R. ORTIZ

17 ON BEHALF OF THE PETITIONER

18 MR. ORTIZ: Thank you, Mr. Chief  
19 Justice.

20 Might I make quickly three points:

21 It's not the case that overpayment and  
22 termination are the only situations where you  
23 can get in a situation of having over  
24 25 percent. You can also have those cases  
25 under the petition fee process where the agency



1 sets a reasonable fee, there's no restriction  
2 on that.

3 The timeline problem that my friend  
4 mentions is really no problem at all because,  
5 in *Gisbrecht*, this Court instructed the lower  
6 court to take exactly that consideration into  
7 account in setting reasonable fees under 406.

8 And, finally, in *Horenstein*, although  
9 that was primarily a single tribunal case, the  
10 Sixth Circuit en banc made clear that the  
11 single tribunal rule and the aggregate cap rule  
12 had to stand or fall together.

13 We ask this Court to reverse the  
14 judgment of the Eleventh Circuit and remand for  
15 further proceedings.

16 CHIEF JUSTICE ROBERTS: Thank you,  
17 counsel.

18 Ms. Weil, this Court appointed you to  
19 brief and argue this case as an *amicus curiae*  
20 in support of the judgment below. You have  
21 ably discharged that responsibility, for which  
22 we are grateful.

23 MS. WEIL: Thank you.

24 CHIEF JUSTICE ROBERTS: The case is  
25 submitted.

1                   (Whereupon, 12:05 p.m., the case was  
2 submitted.)  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

## Official

<b>\$</b>	<b>7</b>	<b>administrative</b> [2] 32:18 36:11	<b>amenable</b> [1] 28:4
<b>\$12,000</b> [1] 39:10	<b>75</b> [3] 27:11,23 42:8	<b>admit</b> [2] 37:2,7	<b>amendments</b> [6] 33:14, 25 34:2 50:11 56:10 62:23
<b>\$12,500</b> [1] 39:10	<b>7a</b> [1] 17:15	<b>adopted</b> [2] 33:17 51:7	<b>amicus</b> [6] 21:10 24:25 30: 24 31:24 33:8 64:19
<b>\$1250</b> [1] 38:9	<b>8</b>	<b>advise</b> [3] 11:15,16,16	24 31:24 33:8 64:19
<b>\$20</b> [1] 35:3	<b>8(a)</b> [1] 15:23	<b>advocate</b> [1] 60:15	<b>amicus's</b> [1] 10:25
<b>\$2500</b> [1] 38:9	<b>8a</b> [1] 18:17	<b>advocating</b> [1] 14:4	<b>amount</b> [17] 6:11,19,25 8: 20 9:10,12 10:9 16:3,5 18: 19,22 26:19 29:4 55:4,21 56:5 61:16
<b>\$30</b> [1] 35:3	<b>9</b>	<b>affairs</b> [1] 62:15	<b>amounts</b> [6] 26:21,24 43: 20 57:2,3,22
<b>\$35,000</b> [1] 29:18	<b>90</b> [1] 39:14	<b>affirmed</b> [1] 63:12	<b>amount's</b> [1] 38:6
<b>\$5,000</b> [3] 26:22 37:25 38: 6	<b>A</b>	<b>age</b> [1] 60:24	<b>amy</b> [1] 33:7
<b>\$50,000</b> [2] 39:7,13	<b>a)(4)</b> [13] 14:14,18,19 15:3 17:14,14,23 18:14 20:8,17 21:20 55:3 56:9	<b>agency</b> [66] 7:1 8:5,14,21 14:24 15:7,13 16:7 17:22, 25 18:4,6,7,24 19:1,21 20:4, 4,6 22:20 24:17 25:23 28: 17 31:11,16,24 32:1 33:1, 17,21 34:11,13 35:2,11 38: 23,24 40:1 42:19,23 43:1,5 46:17,20,24 47:15,19,22,25 48:8,17,20,23 49:10,17,18 50:24,25 54:20 58:10,14 60:11,12,13 63:2,4,25	<b>another</b> [5] 9:16 19:24 23: 8 39:11 47:14
<b>1</b>	<b>a)(5)</b> [1] 24:5	<b>agency's</b> [2] 43:12 49:6	<b>answer</b> [5] 8:25 9:1,1,23 15:14
<b>100</b> [3] 28:9 35:13 58:12	<b>ability</b> [1] 60:23	<b>aggregate</b> [19] 8:7 11:7 13:6 14:1,7 18:10 28:12 33: 20 34:18 43:13 46:9 50:10 52:5,19,23 54:14 60:14 63: 6 64:11	<b>anomaly</b> [1] 28:11
<b>12</b> [1] 29:14	<b>able</b> [5] 44:15,21 53:19 56: 18,19	<b>agree</b> [3] 31:1 58:15 59:3	<b>another</b> [5] 9:16 19:24 23: 8 39:11 47:14
<b>16</b> [2] 23:5 52:22	<b>ably</b> [1] 64:21	<b>agreed</b> [2] 31:22 34:11	<b>answer</b> [5] 8:25 9:1,1,23 15:14
<b>1965</b> [2] 34:22 63:7	<b>above</b> [4] 13:17 22:16,18 36:8	<b>agreeing</b> [1] 13:1	<b>anthony</b> [1] 16:18
<b>1970</b> [1] 62:4	<b>absurd</b> [1] 54:7	<b>agreement</b> [3] 31:10 32:1 56:10	<b>anticipated</b> [1] 49:23
<b>1990</b> [2] 55:10,14	<b>abusive</b> [1] 24:15	<b>agreements</b> [3] 31:16,20, 25	<b>apfel</b> [1] 62:10
<b>1993</b> [1] 52:10	<b>access</b> [1] 14:2	<b>aid</b> [1] 49:2	<b>appeals</b> [3] 27:10 28:1 35: 4
<b>2</b>	<b>account</b> [3] 39:17 42:16 64:7	<b>alito</b> [1] 27:4	<b>applies</b> [2] 16:25 17:7
<b>2</b> [3] 21:3 23:4 52:22	<b>accruing</b> [7] 48:1,5 49:15, 17,19 58:17 63:1	<b>alj</b> [1] 47:6	<b>appointed</b> [1] 64:18
<b>3</b>	<b>accumulating</b> [2] 39:2,4	<b>allow</b> [2] 14:2 24:24	<b>approach</b> [2] 14:3,11
<b>30</b> [1] 54:2	<b>accumulation</b> [1] 39:7	<b>allowable</b> [1] 52:15	<b>appropriate</b> [2] 32:25 35: 24
<b>33</b> [3] 35:7 53:21 60:9	<b>acknowledge</b> [1] 54:15	<b>allowance</b> [1] 61:19	<b>approve</b> [1] 25:24
<b>4</b>	<b>act</b> [2] 28:4 60:21	<b>allowing</b> [2] 19:4 54:2	<b>approved</b> [1] 24:16
<b>40</b> [4] 6:22 13:17,19 54:2	<b>actions</b> [1] 54:8	<b>allows</b> [3] 28:22 40:16 42: 23	<b>approves</b> [1] 17:21
<b>401(i)</b> [1] 16:2	<b>actually</b> [21] 6:19,25 8:14, 16 10:23 11:11 15:21 17: 13 31:3,21 45:22 46:8 47: 17 49:22 50:19,22 51:7,16 52:11 55:9 60:10	<b>almost</b> [3] 21:11,12 54:6	<b>april</b> [1] 33:19
<b>406</b> [4] 15:23 20:5 33:12 64: 7	<b>add</b> [2] 27:9 39:8	<b>already</b> [3] 23:19 42:8 49: 5	<b>areas</b> [1] 31:4
<b>406(a)</b> [5] 6:24 15:1,21 24: 17 40:17	<b>addition</b> [2] 16:5 18:21	<b>although</b> [3] 28:15 29:24 64:8	<b>argue</b> [2] 50:15 64:19
<b>406(b)</b> [8] 9:8 15:1,11 16:10 24:18 27:24 28:14 62:11	<b>additional</b> [2] 42:6 43:10		<b>argued</b> [2] 33:18 52:6
<b>406(b)(1)(a)</b> [1] 16:25	<b>address</b> [2] 17:11 30:15		<b>arguing</b> [2] 47:17,18
<b>406(b)'s</b> [1] 15:21	<b>addresses</b> [1] 20:24		<b>argument</b> [16] 10:14 16: 18 18:12,13 24:20 25:10 33:7 36:24 45:9 46:3 47:8 48:11 49:21 50:8 52:21 63: 16
<b>407</b> [3] 27:21 40:14,15	<b>adds</b> [1] 39:6		<b>arguments</b> [1] 50:7
<b>41</b> [1] 13:16	<b>adequate</b> [1] 30:18		<b>around</b> [1] 52:5
<b>47</b> [1] 44:24	<b>adequately</b> [1] 11:22		<b>artifact</b> [1] 8:14
<b>5</b>	<b>administration</b> [1] 20:21		<b>artificial</b> [1] 36:17
<b>50</b> [25] 7:10 9:22,25 10:12 13:18,20 24:23 25:2,6 28: 19 29:21 31:14,22 32:7,11, 22 33:14 36:8 45:18 46:7 50:18 53:22 54:3 60:9,19			<b>aside</b> [3] 8:21 18:25 19:3
			<b>assume</b> [1] 41:14

## Official

<p><b>assurance</b> [1] 54:3  <b>assuring</b> [1] 30:18  <b>attach</b> [1] 42:18  <b>attaching</b> [1] 7:12  <b>attempting</b> [1] 6:1  <b>attorney</b> [32] 6:24 8:23,24 9:6,11 10:19 14:2,8,11,13 16:4 17:2 20:1,2 30:11 31:12 42:7 43:21 46:16,20 48:2,23 49:9,9,10,15,18 55:22 57:4 59:2 61:12,14  <b>attorneys</b> [16] 6:1,17 13:7 21:10 22:12 25:1 26:25 30:25 31:5 35:8,24 36:2 37:20 54:8 58:25 59:6  <b>attorneys'</b> [2] 56:4 59:22  <b>attorney's</b> [3] 34:6,25 53:23  <b>authority</b> [8] 16:8,9 19:2 20:18 22:14 23:14,18 61:13  <b>authorization</b> [2] 6:17 24:13  <b>authorized</b> [7] 9:25 10:4 20:3 24:7,10,12 43:5  <b>authorizes</b> [1] 17:2  <b>authorizing</b> [1] 19:21  <b>availability</b> [1] 36:2  <b>available</b> [3] 16:10 42:20 58:2  <b>award</b> [14] 6:22,23,24 7:10 9:11,14 14:12,25 15:23 29:16 56:20 57:1 58:25 62:8  <b>awarded</b> [7] 42:7 44:25 48:24 57:3 58:10,10,13  <b>awards</b> [4] 13:13 15:12 16:10 22:12</p> <hr/> <p style="text-align: center;"><b>B</b></p> <hr/> <p><b>b)(1)</b> [1] 18:16  <b>b)(2)</b> [1] 24:8  <b>back</b> [5] 18:19 24:2 47:1,2 56:6  <b>back-due</b> [1] 62:7  <b>backed</b> [1] 56:21  <b>background</b> [1] 50:21  <b>backing</b> [1] 55:20  <b>backtracked</b> [1] 52:10  <b>baked</b> [1] 20:25</p>	<p><b>balance</b> [3] 37:14 53:20 61:11  <b>balanced</b> [1] 36:22  <b>balances</b> [1] 34:21  <b>banc</b> [1] 64:10  <b>bank</b> [1] 42:16  <b>bar</b> [1] 37:19  <b>basically</b> [1] 23:14  <b>basis</b> [1] 51:9  <b>begin</b> [1] 63:9  <b>beginning</b> [1] 54:25  <b>behalf</b> [2] 16:19 63:17  <b>belabor</b> [1] 30:23  <b>believe</b> [7] 11:18 15:13,18 29:24 40:12 41:20 56:25  <b>belongs</b> [1] 7:13  <b>below</b> [5] 33:9 59:12,14,15 64:20  <b>benefit</b> [3] 29:16 56:5 62:14  <b>benefits</b> [86] 6:4,6 12:9,13 13:3 16:6 17:6,17 18:9,22 22:10,24,25 23:15 25:23 26:6,20,21,23 27:3,16,19 28:9,18,20 29:9 30:9 31:11 34:7 35:12,14,19,19 39:2,5 40:9,9,11,15,17,20,23 41:19,21,23 42:2,15,19,24 44:3,25 45:18 46:7,13 48:1,5,18 50:12 51:2,3 52:22 53:22 55:6,17,20 56:14,15,20 57:11,25 58:2,11,13,16,17 60:4,20,24,25 61:2,4,6,8,17,21 63:1  <b>besides</b> [1] 39:12  <b>best</b> [3] 33:16,23 53:1  <b>better</b> [1] 15:14  <b>between</b> [1] 14:13  <b>beyond</b> [5] 6:18,19 8:20 24:9,11  <b>bigger</b> [1] 13:21  <b>bill</b> [1] 7:23  <b>bit</b> [1] 14:18  <b>blood</b> [1] 12:23  <b>board</b> [1] 52:1  <b>body</b> [1] 62:21  <b>bono</b> [1] 48:25  <b>both</b> [13] 25:4 26:10,15,16</p>	<p>31:11,16 32:14 33:1 45:14 49:7,11 50:17 51:22  <b>bothers</b> [1] 11:2  <b>breyer</b> [18] 8:25 9:9,20 10:1,3,8,14 37:21 38:11,19 39:6,9,18,21 40:18,21,24 41:9  <b>breyer's</b> [1] 40:5  <b>brief</b> [17] 10:25 15:24 17:15 20:11 21:10 24:21 25:1 31:25 47:24 49:13 52:9,14 57:19 60:17 62:2,11 64:19  <b>briefing</b> [1] 6:3  <b>briefs</b> [1] 30:24  <b>bring</b> [1] 10:11</p> <hr/> <p style="text-align: center;"><b>C</b></p> <hr/> <p><b>calculated</b> [2] 57:15,16  <b>came</b> [4] 26:3 53:17 55:10 62:23  <b>cannot</b> [6] 8:15 21:17 40:19 41:1,22 46:15  <b>cap</b> [26] 6:17 8:3,7,8,13 13:6 14:15 15:16 16:9 17:6 19:20 27:24 28:12 30:21 31:8 33:20 34:4,17,18,23 35:5 43:14 54:20 55:1 63:6 64:11  <b>capped</b> [4] 15:8,9,11 19:4  <b>capping</b> [1] 34:20  <b>caps</b> [3] 26:12 27:20 31:10  <b>care</b> [1] 49:6  <b>case</b> [43] 6:16,21 9:2,16 11:19,24,25 12:25 16:24 17:8 20:2 24:3 25:20,22 26:10,14,18,20 28:16 29:5,11,12 30:17 31:21 32:10 36:3,7 44:18 46:17,18,22 47:3,5,25 52:13 57:6 61:20 62:10 63:2,21 64:9,19,24  <b>cases</b> [38] 6:23 7:14,15,18 8:18,19 13:8,9,12,20 20:16 21:3 25:16,18,25 26:1 28:19 29:24 30:5 35:9,22 37:5,16 40:3,8 42:9 44:23 46:25 52:6 57:8 58:1,4,20 59:5,5,11 62:14 63:24  <b>category</b> [1] 20:16  <b>centered</b> [1] 52:5  <b>century</b> [2] 33:19 60:19</p>	<p><b>certain</b> [1] 38:16  <b>certainly</b> [1] 53:4  <b>certified</b> [2] 42:18,19  <b>certify</b> [4] 16:3 17:16 18:19,24  <b>changes</b> [1] 62:22  <b>charge</b> [1] 9:18  <b>chart</b> [1] 29:14  <b>check</b> [2] 9:16 32:18  <b>checks</b> [1] 36:9  <b>chief</b> [12] 16:14,17,21 33:3,6,10 44:5 61:24 63:13,18 64:16,24  <b>chunk</b> [1] 29:21  <b>circuit</b> [5] 44:24 62:10 63:11 64:10,14  <b>circuits</b> [1] 42:10  <b>circuit's</b> [1] 51:10  <b>circumstance</b> [2] 11:5 22:20  <b>circumstances</b> [4] 8:22 30:17 32:21 57:21  <b>cite</b> [1] 52:13  <b>claim</b> [3] 43:9 46:6 55:19  <b>claimant</b> [17] 6:20 8:19,23,24 12:18 14:13 17:1 23:5 30:12 31:21 45:14 53:21 59:1 61:7,10,15 62:7  <b>claimants</b> [14] 8:1,10 10:20 24:23 30:19 34:13 35:10,12 40:14 54:9 58:9 61:1 62:13,13  <b>claimant's</b> [3] 29:7,20,22  <b>clarity</b> [1] 33:12  <b>class</b> [1] 62:13  <b>clear</b> [4] 14:21 24:4 53:3 64:10  <b>clearly</b> [1] 17:4  <b>client</b> [26] 9:10,13,13 10:10 11:5,11 14:10 21:2,5,6,15,23 37:24,25 38:1,3,7 39:12 41:1,2,5,7 42:7 43:22 44:21,22  <b>clients</b> [7] 6:2 7:13 11:22 20:4,20 44:1,1  <b>client's</b> [1] 11:4  <b>collect</b> [8] 6:1,7,7 9:3 20:22 21:2 24:14 51:22</p>
---	--	---	---

## Official

<p><b>collected</b> [1] 35:1  <b>collecting</b> [1] 24:6  <b>collection</b> [3] 6:13 24:9, 15  <b>come</b> [5] 14:16 38:21 45:11 47:16 58:1  <b>comes</b> [5] 19:9 20:17 29:19 30:25 56:21  <b>coming</b> [4] 28:7 29:6,8 60:4  <b>commission</b> [2] 26:11 62:20  <b>commissioner</b> [6] 15:22, 25 17:21 24:7 46:2 52:2  <b>compensation</b> [1] 26:24  <b>complaint</b> [1] 27:5  <b>conceivable</b> [1] 36:6  <b>concept</b> [1] 40:11  <b>concern</b> [1] 20:25  <b>concerned</b> [3] 27:15 34:24 35:6  <b>concurrence</b> [1] 13:15  <b>conference</b> [2] 55:10,15  <b>conflict</b> [2] 11:16 12:4  <b>Congress</b> [36] 6:11 8:6,15, 16 18:7 19:19,20 20:2,9 21:7 22:5 24:4,12 27:12,15,16 28:14 30:15 32:24 35:21 36:7 37:8,10 50:3 51:24,24 52:18 53:6 54:7,10 57:18 58:7 60:6 61:11 62:19 63:4  <b>Congress's</b> [4] 8:17 34:22 61:22 63:3  <b>consent</b> [1] 11:14  <b>consented</b> [1] 12:2  <b>consequence</b> [1] 32:23  <b>consequences</b> [1] 13:1  <b>consider</b> [1] 47:6  <b>consideration</b> [1] 64:6  <b>considered</b> [1] 42:22  <b>consistent</b> [2] 48:10 62:24  <b>consistently</b> [1] 62:24  <b>constantly</b> [1] 52:6  <b>contemplate</b> [1] 22:6  <b>contemplated</b> [4] 24:4, 12 57:19,20  <b>context</b> [2] 23:5 32:25</p>	<p><b>contexts</b> [1] 23:20  <b>contingency</b> [1] 30:6  <b>contrary</b> [2] 11:4 61:21  <b>controls</b> [1] 47:22  <b>correct</b> [12] 6:15 15:5 21:16,18 29:9 41:19 43:17,24 45:17 57:3,5,23  <b>couldn't</b> [1] 35:21  <b>council</b> [1] 35:4  <b>counsel</b> [10] 11:17 16:15 22:1 33:1,4 35:15 40:4 61:25 63:14 64:17  <b>countervailing</b> [1] 30:14  <b>course</b> [3] 8:1 33:14 58:16  <b>court</b> [68] 11:14 12:11 13:10 16:22 17:2,5,8,9 18:20 19:3 24:10,17 25:23 26:11 27:10,25 28:7,21 31:17 32:2 33:2,11,21 34:14 35:1,5,9 36:12 39:11 40:2 42:18 44:23 45:24 46:5,13,19,24 47:1,2,4,10,19,21,24 48:1,8,21 49:3,9,15,20 51:5 59:8,17, 19,20,21 61:13,14 62:11,18 63:2,8,10 64:5,6,13,18  <b>court-appointed</b> [1] 33:8  <b>court-approved</b> [1] 18:20  <b>courts</b> [6] 24:24 28:19,22 33:18 52:7 63:4  <b>court's</b> [1] 61:19  <b>create</b> [1] 35:25  <b>created</b> [1] 34:15  <b>creature</b> [1] 8:13  <b>credit</b> [1] 48:2  <b>criminal</b> [4] 21:24 24:5,8, 10  <b>criteria</b> [1] 22:4  <b>criterion</b> [1] 28:22  <b>Culbertson</b> [1] 31:20  <b>cumulative</b> [1] 37:6  <b>curiae</b> [2] 33:8 64:19</p> <hr/> <p style="text-align: center;"><b>D</b></p> <hr/> <p><b>danger</b> [4] 11:6 22:9,9 44:9  <b>daniel</b> [1] 63:16  <b>date</b> [1] 26:2  <b>dawson</b> [2] 60:17 62:3</p>	<p><b>deduction</b> [1] 61:7  <b>definitely</b> [3] 40:13 46:12 59:11  <b>definition</b> [2] 8:10 28:25  <b>delegation</b> [1] 51:25  <b>denied</b> [1] 58:15  <b>depend</b> [3] 29:4 30:16 61:2  <b>depending</b> [1] 29:25  <b>deprived</b> [1] 60:22  <b>describing</b> [1] 6:8  <b>designed</b> [2] 25:5 62:12  <b>determine</b> [8] 55:17,20 56:3,13 58:3,7 60:5,6  <b>determined</b> [4] 32:16 55:22 60:12,13  <b>devised</b> [1] 34:11  <b>dictionary</b> [1] 28:4  <b>different</b> [8] 11:8 18:11,13 31:15 32:11 48:12,13 52:14  <b>dire</b> [1] 61:7  <b>direct</b> [4] 20:7,13,18 21:20  <b>directly</b> [3] 6:2,20 21:15  <b>directs</b> [1] 20:5  <b>disability</b> [15] 6:4,6 21:10 24:23 25:1 26:2 27:5 30:25 54:8,9 55:19 56:2,14,20 60:24  <b>disabled</b> [7] 26:7 27:17,18 30:24 34:7 37:24 60:25  <b>disadvantaged</b> [1] 62:16  <b>disagree</b> [1] 40:11  <b>discharged</b> [1] 64:21  <b>discrete</b> [1] 48:14  <b>discretionary</b> [1] 16:8  <b>discuss</b> [1] 45:13  <b>discussing</b> [2] 25:20 55:16  <b>discussion</b> [1] 55:14  <b>disincentive</b> [1] 37:5  <b>dispute</b> [1] 11:23  <b>disputes</b> [1] 11:21  <b>district</b> [7] 11:14 24:24 26:11 36:12 47:1,2,4  <b>divided</b> [1] 14:13  <b>documents</b> [1] 43:22  <b>doing</b> [4] 20:9,23 55:23 60:7</p>	<p><b>dollars</b> [2] 38:4 41:3  <b>done</b> [6] 8:15 11:17,19 17:7 36:20 51:13  <b>down</b> [1] 15:25  <b>draw</b> [1] 37:2</p> <hr/> <p style="text-align: center;"><b>E</b></p> <hr/> <p><b>e)(2</b> [3] 20:9,11 22:5  <b>e.g</b> [1] 60:23  <b>eaja</b> [15] 6:21,23 7:3,10 9:2, 7,11,14 10:8 12:16 13:13 14:7,12 37:19 58:25  <b>earlier</b> [1] 11:9  <b>economic</b> [1] 7:15  <b>education</b> [1] 62:16  <b>effectively</b> [4] 9:7 12:17 14:12 56:1  <b>efforts</b> [1] 6:13  <b>either</b> [4] 23:4 24:16 49:9 57:25  <b>element</b> [1] 30:20  <b>eleventh</b> [3] 62:10 63:11 64:14  <b>eligibility</b> [2] 20:15 26:5  <b>eligible</b> [4] 20:13,15 21:19 26:5  <b>emphasizes</b> [1] 18:6  <b>en</b> [1] 64:10  <b>enacted</b> [1] 33:13  <b>enacting</b> [2] 19:19 34:23  <b>enactment</b> [1] 34:2  <b>end</b> [2] 41:7 49:9  <b>ended</b> [1] 55:24  <b>enough</b> [1] 53:23  <b>ensure</b> [1] 32:13  <b>ensuring</b> [1] 62:6  <b>entire</b> [1] 45:16  <b>entirely</b> [1] 25:8  <b>entitled</b> [2] 11:24 26:16  <b>equal</b> [2] 6:23 55:5  <b>erroneously</b> [1] 22:21  <b>escape</b> [2] 9:21,21  <b>essentially</b> [1] 10:21  <b>establish</b> [1] 52:2  <b>established</b> [2] 14:15 15:3  <b>even</b> [6] 14:6 26:6 30:9 35:18 47:1 56:19</p>
--	--	--	---

## Official

<p><b>event</b> <sup>[1]</sup> 23:2  <b>eventually</b> <sup>[1]</sup> 38:3  <b>evidence</b> <sup>[3]</sup> 26:3 46:23 47:3  <b>exact</b> <sup>[1]</sup> 53:10  <b>exactly</b> <sup>[5]</sup> 31:13 57:7,12 58:20 64:6  <b>example</b> <sup>[8]</sup> 37:22,22 38:13,13,19,20 39:23 47:3  <b>example's</b> <sup>[1]</sup> 39:25  <b>ex-ante</b> <sup>[1]</sup> 13:8  <b>exceed</b> <sup>[7]</sup> 17:18,25 18:6,8 28:17,18 55:6  <b>exceeds</b> <sup>[1]</sup> 6:24  <b>exception</b> <sup>[1]</sup> 7:22  <b>exceptions</b> <sup>[1]</sup> 7:18  <b>excess</b> <sup>[3]</sup> 24:6 42:2 59:1  <b>excessive</b> <sup>[3]</sup> 30:16,18 53:21  <b>exclusion</b> <sup>[3]</sup> 47:13,16,18  <b>exhausted</b> <sup>[1]</sup> 12:10  <b>exist</b> <sup>[1]</sup> 19:20  <b>exists</b> <sup>[1]</sup> 31:10  <b>expanded</b> <sup>[1]</sup> 13:11  <b>expect</b> <sup>[1]</sup> 8:9  <b>expended</b> <sup>[1]</sup> 13:11  <b>explain</b> <sup>[1]</sup> 60:18  <b>explained</b> <sup>[1]</sup> 12:6  <b>extend</b> <sup>[1]</sup> 20:6  <b>extra</b> <sup>[2]</sup> 14:7 44:21  <b>extraordinary</b> <sup>[1]</sup> 35:22  <b>extreme</b> <sup>[2]</sup> 7:7 25:2  <b>eye</b> <sup>[1]</sup> 34:5</p>	<p>11:21 14:23,25 16:4 17:3, 17,18,20,24,25 18:4,6,7,19, 20 19:3 20:6 24:7,9 25:2, 24 31:6,9,16,19,22,25 32:1, 7,20 41:1 47:19,21 48:20, 24 49:3,6,10 50:24 51:1,2, 12,15 55:5,7,22 56:10 57:4 61:13,16,19 63:25 64:1  <b>feel</b> <sup>[1]</sup> 35:17  <b>feeling</b> <sup>[1]</sup> 8:17  <b>fees</b> <sup>[49]</sup> 6:1,18 12:16,21 13:10 17:4,7 19:1 20:1,22 21:2 24:16 26:16,17 27:11 28:17 30:16 32:12,16 33:21 34:6,12,19,21,25 35:1,2, 5,7 37:19 38:24 42:11 46:21 48:3,13 49:12,14,16,19 51:22 52:15 53:16,18,21,23 56:4 59:22,25 64:7  <b>fiction</b> <sup>[2]</sup> 48:4,4  <b>fighting</b> <sup>[1]</sup> 13:24  <b>finally</b> <sup>[1]</sup> 64:8  <b>financial</b> <sup>[2]</sup> 61:7,10  <b>find</b> <sup>[3]</sup> 10:5 23:22 42:12  <b>first</b> <sup>[13]</sup> 6:14 17:11,14 18:2 23:17 33:24 34:23 39:19 44:3 46:21 51:25 55:18,20  <b>fits</b> <sup>[1]</sup> 31:3  <b>five</b> <sup>[2]</sup> 28:6,10  <b>five-month</b> <sup>[1]</sup> 26:4  <b>fix</b> <sup>[1]</sup> 61:13  <b>flip-flopped</b> <sup>[1]</sup> 52:12  <b>flip-flopping</b> <sup>[1]</sup> 52:11  <b>focused</b> <sup>[1]</sup> 19:25  <b>foremost</b> <sup>[1]</sup> 39:19  <b>formed</b> <sup>[1]</sup> 51:8  <b>forth</b> <sup>[2]</sup> 20:11 54:18  <b>fortunate</b> <sup>[1]</sup> 58:23  <b>forum</b> <sup>[3]</sup> 51:11,14,14  <b>found</b> <sup>[2]</sup> 26:7 60:17  <b>four</b> <sup>[4]</sup> 28:6 38:5,21 39:1  <b>framework</b> <sup>[5]</sup> 34:11,15 43:13 52:3,4  <b>friend</b> <sup>[3]</sup> 15:13 44:6 64:3  <b>fully</b> <sup>[1]</sup> 17:8  <b>fund</b> <sup>[1]</sup> 6:8  <b>further</b> <sup>[2]</sup> 36:13 64:15  <b>future</b> <sup>[14]</sup> 22:10 23:1,6 27:</p>	<p>19 35:19 38:2 40:9,10,16, 19 41:4,19,21 42:24</p> <hr/> <p style="text-align: center;"><b>G</b></p> <hr/> <p><b>garnish</b> <sup>[2]</sup> 6:4,6  <b>garnishing</b> <sup>[5]</sup> 7:12 22:12, 15,16 23:14  <b>garnishment</b> <sup>[2]</sup> 22:10 43:19  <b>gates</b> <sup>[2]</sup> 7:23 10:16  <b>gave</b> <sup>[1]</sup> 51:25  <b>general</b> <sup>[1]</sup> 12:25  <b>generally</b> <sup>[1]</sup> 30:6  <b>gets</b> <sup>[4]</sup> 9:4,11 37:25 38:1  <b>getting</b> <sup>[9]</sup> 13:10 24:2 25:5 37:13 40:5 41:7 49:10,16 57:24  <b>ginsburg</b> <sup>[5]</sup> 6:8 8:2 12:7, 24 15:4  <b>gisbrecht</b> <sup>[4]</sup> 13:14 28:21 62:5 64:5  <b>give</b> <sup>[1]</sup> 38:8  <b>gives</b> <sup>[2]</sup> 16:8 23:13  <b>giving</b> <sup>[1]</sup> 61:12  <b>goal</b> <sup>[1]</sup> 62:6  <b>gorsuch</b> <sup>[14]</sup> 35:15 36:5, 23 37:1,7,12 40:4 58:19 59:3,9,12,14,16 60:1  <b>got</b> <sup>[7]</sup> 26:19 28:20 38:7 39:23 41:2,5 55:18  <b>gotten</b> <sup>[1]</sup> 11:7  <b>govern</b> <sup>[1]</sup> 23:24  <b>governing</b> <sup>[1]</sup> 48:8  <b>government</b> <sup>[7]</sup> 9:3 22:11 23:6,18,21 59:24 62:3  <b>government's</b> <sup>[5]</sup> 15:24 23:18 26:13 27:23 57:18  <b>governs</b> <sup>[1]</sup> 17:4  <b>grateful</b> <sup>[1]</sup> 64:22  <b>great</b> <sup>[1]</sup> 24:22  <b>greater</b> <sup>[3]</sup> 9:12 10:9 25:17  <b>greatly</b> <sup>[1]</sup> 11:2  <b>ground</b> <sup>[1]</sup> 53:10  <b>guess</b> <sup>[3]</sup> 8:4 27:14 47:7</p>	<p><b>happen</b> <sup>[11]</sup> 32:8,12,13,16 41:7 44:7,12 45:7 46:19 53:14 60:11  <b>happening</b> <sup>[1]</sup> 12:2  <b>happens</b> <sup>[9]</sup> 10:16 12:21 21:11,12 25:3 40:3 42:23 45:6 47:22  <b>hard</b> <sup>[2]</sup> 35:23 37:23  <b>hardest</b> <sup>[3]</sup> 58:20 59:5,11  <b>hardship</b> <sup>[1]</sup> 61:10  <b>healthy</b> <sup>[1]</sup> 37:18  <b>help</b> <sup>[2]</sup> 22:12 37:19  <b>helps</b> <sup>[1]</sup> 56:25  <b>high</b> <sup>[2]</sup> 30:11 60:10  <b>history</b> <sup>[2]</sup> 55:12,13  <b>home</b> <sup>[1]</sup> 48:19  <b>honor</b> <sup>[17]</sup> 6:9,14 7:15,22 9:19 10:13,22 11:10 12:1, 15 13:7,14,22 14:19 15:10 39:17 48:15  <b>honors</b> <sup>[7]</sup> 16:11,12 45:21 46:8 52:8 60:5,16  <b>horenstein</b> <sup>[2]</sup> 52:13 64:8  <b>hounded</b> <sup>[3]</sup> 6:13 40:12, 14  <b>hours</b> <sup>[2]</sup> 37:24 38:8  <b>house</b> <sup>[1]</sup> 42:17  <b>however</b> <sup>[2]</sup> 47:14 52:9</p>
<hr/> <p style="text-align: center;"><b>F</b></p> <hr/> <p><b>fact</b> <sup>[12]</sup> 27:20 34:4 39:17 41:2 50:11 51:22,23 54:4 55:16 56:1 57:15 60:16  <b>failed</b> <sup>[1]</sup> 22:21  <b>failure</b> <sup>[1]</sup> 23:12  <b>fair</b> <sup>[2]</sup> 34:6 40:7  <b>fall</b> <sup>[1]</sup> 64:12  <b>falls</b> <sup>[1]</sup> 29:13  <b>familial</b> <sup>[1]</sup> 22:6  <b>family</b> <sup>[1]</sup> 22:2  <b>favor</b> <sup>[3]</sup> 33:18 52:7 60:15  <b>favorable</b> <sup>[2]</sup> 51:5 61:15  <b>feature</b> <sup>[1]</sup> 34:16  <b>fee</b> <sup>[58]</sup> 7:24 9:4,7,17 10:8</p>	<p>27:14 28:1,6 29:1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44,45,46,47,48,49,50,51,52,53,54,55,56,57,58,59,60,61,62,63,64,65,66,67,68,69,70,71,72,73,74,75,76,77,78,79,80,81,82,83,84,85,86,87,88,89,90,91,92,93,94,95,96,97,98,99,100</p>	<hr/> <p style="text-align: center;"><b>H</b></p> <hr/> <p><b>half</b> <sup>[8]</sup> 18:17 33:19 35:7 38:3,7 39:13 60:19 61:8  <b>halfway</b> <sup>[1]</sup> 15:25</p>	<hr/> <p style="text-align: center;"><b>I</b></p> <hr/> <p><b>illustrate</b> <sup>[1]</sup> 49:13  <b>illustration</b> <sup>[1]</sup> 23:8  <b>impairment</b> <sup>[1]</sup> 62:17  <b>implementing</b> <sup>[1]</sup> 62:21  <b>implications</b> <sup>[1]</sup> 13:6  <b>implicit</b> <sup>[1]</sup> 47:13  <b>import</b> <sup>[1]</sup> 26:8  <b>important</b> <sup>[4]</sup> 21:6 27:1 30:20 58:5  <b>impose</b> <sup>[1]</sup> 61:9  <b>imposed</b> <sup>[1]</sup> 43:16  <b>imposes</b> <sup>[1]</sup> 33:20  <b>impulse</b> <sup>[1]</sup> 35:17  <b>impute</b> <sup>[1]</sup> 8:16  <b>incentive</b> <sup>[3]</sup> 31:3 35:16 36:15  <b>incentives</b> <sup>[1]</sup> 32:24  <b>incentivize</b> <sup>[3]</sup> 31:14 32:25 35:23</p>

## Official

<p><b>including</b> [1] 28:1</p> <p><b>incompatible</b> [1] 18:9</p> <p><b>incompetent</b> [1] 62:15</p> <p><b>incorporated</b> [1] 51:21</p> <p><b>increase</b> [2] 12:17,17</p> <p><b>indeed</b> [1] 45:5</p> <p><b>in-depth</b> [1] 12:5</p> <p><b>indicates</b> [1] 50:4</p> <p><b>individuals</b> [1] 23:22</p> <p><b>informed</b> [1] 12:1</p> <p><b>inordinate</b> [1] 34:25</p> <p><b>inordinately</b> [2] 53:18 60:10</p> <p><b>inquiries</b> [1] 48:14</p> <p><b>inquiry</b> [2] 36:10,12</p> <p><b>instance</b> [3] 23:3 25:18 26:3</p> <p><b>instead</b> [1] 60:3</p> <p><b>instructed</b> [1] 64:5</p> <p><b>intend</b> [2] 60:6,11</p> <p><b>intended</b> [5] 21:7 28:13 58:7 60:21 62:19</p> <p><b>intent</b> [2] 34:22 63:3</p> <p><b>interests</b> [4] 11:3,4 30:14 53:20</p> <p><b>interpretation</b> [5] 19:10,13 33:16,23 34:9</p> <p><b>interpreted</b> [1] 18:24</p> <p><b>interpreting</b> [1] 15:16</p> <p><b>involves</b> [1] 20:2</p> <p><b>irrational</b> [2] 36:15,19</p> <p><b>isn't</b> [8] 10:17 36:5,17 38:21 40:7 58:18,18,19</p> <p><b>issue</b> [1] 31:18</p> <p><b>itself</b> [3] 14:16 18:9 19:3</p> <hr/> <p style="text-align: center;"><b>J</b></p> <hr/> <p><b>judge</b> [5] 9:17 10:9 11:15 47:4,5</p> <p><b>judgment</b> [8] 33:9 41:14 51:5 60:2 61:14 63:11 64:14,20</p> <p><b>judgment-proof</b> [2] 8:20 10:21</p> <p><b>judicial</b> [2] 28:13 32:18</p> <p><b>justified</b> [1] 38:14</p> <hr/> <p style="text-align: center;"><b>K</b></p> <hr/> <p><b>kagan</b> [11] 26:8 27:7 32:4</p>	<p>45:4,11 47:7,12 48:6 49:24 54:22 55:2</p> <p><b>kagan's</b> [1] 29:2</p> <p><b>kavanaugh</b> [33] 7:25 8:12 14:14,20 15:2,8,15 18:11 19:6,8,15 21:9,14,21 24:19 25:9,13 28:24 29:6,10,17,19 30:2,10,22 31:7,13 52:18 53:5,9 54:5,11,13</p> <p><b>kavanaugh's</b> [2] 17:12 26:9</p> <p><b>kay</b> [1] 62:10</p> <p><b>keep</b> [2] 54:23 58:5</p> <p><b>keeps</b> [1] 62:7</p> <p><b>kept</b> [1] 54:19</p> <p><b>key</b> [1] 53:25</p> <p><b>kind</b> [4] 17:10 29:14 47:13 50:9</p> <p><b>knitted</b> [1] 63:5</p> <p><b>knows</b> [1] 41:6</p> <hr/> <p style="text-align: center;"><b>L</b></p> <hr/> <p><b>lack</b> [1] 62:16</p> <p><b>language</b> [10] 15:21 18:5 46:4 47:9 52:8 53:9 54:23 55:3,4,10</p> <p><b>large</b> [2] 18:4 53:18</p> <p><b>larger</b> [2] 40:9 61:20</p> <p><b>late</b> [1] 26:3</p> <p><b>later</b> [2] 46:19 62:9</p> <p><b>latter</b> [1] 18:17</p> <p><b>laughter</b> [1] 53:2</p> <p><b>lawyer</b> [10] 9:4,22,24 10:3 11:8 12:20 38:4 41:1,16 43:23</p> <p><b>lawyers</b> [4] 8:9 26:14 44:7 58:21</p> <p><b>least</b> [4] 11:14 18:4 36:6 58:22</p> <p><b>leave</b> [1] 12:20</p> <p><b>leeway</b> [2] 40:13,14</p> <p><b>left</b> [1] 63:15</p> <p><b>legal</b> [3] 48:4 49:2 58:21</p> <p><b>legislative</b> [2] 55:12,13</p> <p><b>legislatively</b> [1] 43:16</p> <p><b>lengths</b> [1] 24:22</p> <p><b>less</b> [2] 9:10 13:7</p> <p><b>lesser</b> [1] 9:7</p> <p><b>level</b> [2] 33:1 36:11</p>	<p><b>levels</b> [2] 32:11,14</p> <p><b>light</b> [1] 28:3</p> <p><b>likely</b> [1] 58:22</p> <p><b>likewise</b> [1] 17:6</p> <p><b>limit</b> [1] 24:13</p> <p><b>limiting</b> [1] 61:15</p> <p><b>literal</b> [3] 50:15 51:7,16</p> <p><b>literally</b> [1] 50:19</p> <p><b>litigation</b> [4] 11:3,9 29:4 54:8</p> <p><b>little</b> [3] 14:18 22:9 34:17</p> <p><b>live</b> [1] 39:14</p> <p><b>livelihood</b> [2] 60:22 61:3</p> <p><b>lives</b> [1] 38:2</p> <p><b>long</b> [2] 37:23 38:1</p> <p><b>look</b> [14] 9:2 10:3 17:19 21:24 24:5 31:19 34:3,4 38:5,7,17 50:2 51:13 62:19</p> <p><b>looked</b> [1] 47:4</p> <p><b>looking</b> [2] 58:6 62:18</p> <p><b>lose</b> [3] 40:2 48:20 50:24</p> <p><b>loss</b> [1] 12:21</p> <p><b>lost</b> [4] 46:18 59:12,14,15</p> <p><b>lot</b> [4] 28:20 30:4 35:18 59:23</p> <p><b>low</b> [2] 30:7,10</p> <p><b>lower</b> [1] 64:5</p> <p><b>lumps</b> [1] 12:19</p> <hr/> <p style="text-align: center;"><b>M</b></p> <hr/> <p><b>made</b> [5] 19:24 51:8 55:25 62:23 64:10</p> <p><b>magistrate</b> [1] 47:5</p> <p><b>main</b> [2] 11:24 18:18</p> <p><b>maintained</b> [1] 60:19</p> <p><b>majority</b> [1] 61:1</p> <p><b>manage</b> [1] 62:15</p> <p><b>mandated</b> [2] 19:11,17</p> <p><b>mandates</b> [1] 17:23</p> <p><b>mandatory</b> [3] 18:1,3,25</p> <p><b>manner</b> [1] 34:7</p> <p><b>many</b> [8] 8:19 13:9,12 28:19 29:24 30:8 61:4 62:13</p> <p><b>matter</b> [3] 8:13 37:1,3</p> <p><b>maximum</b> [12] 14:23,25 17:17,18,20,24 24:7 52:15 55:5,7 60:13 61:16</p> <p><b>mean</b> [9] 10:4 19:16 35:25 39:23 44:11 49:20 54:5,21</p>	<p>57:24</p> <p><b>meaning</b> [1] 11:4</p> <p><b>means</b> [3] 21:4 60:21 61:4</p> <p><b>meant</b> [1] 45:7</p> <p><b>meet</b> [1] 20:14</p> <p><b>members</b> [1] 22:2</p> <p><b>mental</b> [1] 62:17</p> <p><b>mentioned</b> [2] 8:18 13:15</p> <p><b>mentions</b> [1] 64:4</p> <p><b>merits</b> [1] 15:24</p> <p><b>middle</b> [1] 29:13</p> <p><b>might</b> [14] 19:20 35:24 36:7 37:23 42:15,16 46:18 48:23 49:3,8 54:16 58:22 59:23 63:20</p> <p><b>million</b> [4] 38:4,8 39:13 41:3</p> <p><b>mind</b> [3] 10:6 38:13 58:6</p> <p><b>minors</b> [1] 62:14</p> <p><b>minute</b> [1] 63:15</p> <p><b>misconception</b> [1] 6:15</p> <p><b>misreading</b> [1] 14:17</p> <p><b>missed</b> [1] 22:13</p> <p><b>missing</b> [1] 54:14</p> <p><b>model</b> [1] 33:12</p> <p><b>money</b> [18] 6:25 7:3 8:2,11 9:3,4 10:11 12:9,19 14:7 19:3 21:15,23 23:7,19,21 39:3 45:3</p> <p><b>money's</b> [1] 29:6</p> <p><b>months</b> [3] 38:5,22 39:1</p> <p><b>most</b> [14] 7:14,15,18,25 8:18 23:20 33:24 34:16 41:3 46:25 58:21 59:6 60:20 61:4</p> <p><b>moves</b> [1] 11:23</p> <p><b>ms</b> [62] 12:1 33:6,10 36:4,19,25 37:3,10,13 38:10,17,20 39:8,16,20,25 40:10,19,22 41:5,10,17,20 42:4 43:7,12,17,25 44:14 45:4,10,13,25 46:3 47:11,17 48:15 50:6 52:25 53:3,8,13 54:10,12,16,24 55:9 56:24 57:5,10,16,23 58:23 59:7,10,13,15,18 60:3 62:2 64:18,23</p> <p><b>much</b> [11] 8:1,11 11:24 12:6 17:17,24 18:5 47:14 55:5</p>
--	--	---	--

## Official

<p>57:18 62:7  <b>multiple</b> [3] 28:2,7 34:3  <b>must</b> [2] 18:3 30:5</p> <hr/> <p style="text-align: center;"><b>N</b></p> <hr/> <p><b>necessarily</b> [3] 41:21 53:11 59:10  <b>necessary</b> [2] 32:22 59:8  <b>need</b> [7] 31:14 36:8 39:18, 18 53:19 58:21 61:7  <b>needed</b> [1] 54:17  <b>needing</b> [1] 55:25  <b>needs</b> [2] 61:12 62:19  <b>never</b> [8] 20:17 21:11,12 25:3 32:8 37:4 50:22 52:12  <b>new</b> [3] 26:3 56:9,10  <b>ninth</b> [2] 42:9 44:24  <b>nobody</b> [1] 51:15  <b>nobody's</b> [1] 36:2  <b>non-aggregate</b> [1] 14:3  <b>non-attorney</b> [2] 20:12 21:18  <b>non-attorneys</b> [2] 20:3,8  <b>normal</b> [1] 26:18  <b>normally</b> [2] 28:15,18  <b>notable</b> [1] 34:16  <b>nothing</b> [1] 58:18  <b>notified</b> [1] 11:11  <b>notwithstanding</b> [1] 16:1  <b>null</b> [1] 10:15  <b>number</b> [6] 40:8 42:21 46:20,25 50:7,8</p> <hr/> <p style="text-align: center;"><b>O</b></p> <hr/> <p><b>obligation</b> [2] 18:25 19:2  <b>obviously</b> [2] 24:20 44:20  <b>odd</b> [1] 36:7  <b>offset</b> [1] 23:6  <b>often</b> [5] 8:10,11 11:21 22:1 61:5  <b>okay</b> [7] 9:9,13,20 36:23 37:12 38:11 41:13  <b>old</b> [1] 60:23  <b>once</b> [1] 11:23  <b>one</b> [23] 16:23,23 23:17 25:5 27:15,18 30:15 32:2,6 33:17 34:8,10,16,19 42:14 46:20 49:9 50:7,11 51:17,23</p>	<p>52:19 54:1  <b>onerous</b> [1] 24:1  <b>ones</b> [1] 62:21  <b>ongoing</b> [1] 27:19  <b>only</b> [35] 11:15 12:1 15:3,5, 6 16:23 17:5,7 19:4 20:1 21:7,22 26:22,23 27:2,15 37:21 38:6 40:15,16 43:5 44:2 46:10 49:3,8,21 51:18 56:17,18,22 57:20,24,25 59:13 63:22  <b>onset</b> [1] 26:2  <b>opening</b> [1] 15:24  <b>operation</b> [1] 19:22  <b>operative</b> [1] 16:23  <b>opposite</b> [1] 28:5  <b>option</b> [1] 51:4  <b>oral</b> [2] 16:18 33:7  <b>order</b> [6] 32:13 34:1,1 35:23,24 47:18  <b>originally</b> [4] 35:11 46:18 56:2 58:9  <b>ortiz</b> [34] 6:9,14 7:5,8,14,19, 21 8:12 9:6,19,24 10:2,7,13, 18 11:10,18,25 12:5,15 13:5,14,22 14:1,6,18,22 15:6, 10,18 16:16 63:15,16,18  <b>other</b> [12] 9:12 12:14 26:1 30:18 36:21 40:25 42:12 44:6 51:4,14,17 57:13  <b>otherwise</b> [1] 6:7  <b>ought</b> [1] 59:24  <b>out</b> [31] 9:4,15 12:9 13:3 16:5 17:16 18:21 19:5 22:13 29:7,8,19,21,22 31:10 37:17 38:21 41:15 42:6 51:2 53:15,22 55:21 56:6,14,21 58:3,11,15 60:4,8  <b>over</b> [16] 6:7,22 33:13,14 39:3,4 42:11 48:19 49:15 51:1 52:12 57:1,14 58:16 63:1,23  <b>overall</b> [4] 15:12,12 16:9 61:20  <b>overpaid</b> [1] 23:21  <b>overpayment</b> [7] 22:24 23:25 25:19,22 57:5 58:4 63:21</p>	<p><b>overpayments</b> [1] 23:4  <b>overregulate</b> [2] 35:25 36:1</p> <hr/> <p style="text-align: center;"><b>P</b></p> <hr/> <p><b>page</b> [4] 15:23 17:15 18:17 29:14  <b>paid</b> [21] 6:5 8:5 18:1 23:19 35:8 41:15 42:5 43:24 44:4, 15 48:20 51:1,2,12 53:22, 24 54:1 56:5,19,22 59:21  <b>paragraph</b> [1] 18:18  <b>part</b> [5] 19:13 43:4 52:20 55:13 61:3  <b>participate</b> [1] 58:22  <b>particularly</b> [3] 23:23 27:18 62:12  <b>party's</b> [1] 29:22  <b>passive</b> [1] 39:3  <b>past</b> [3] 38:6 40:9 58:1  <b>past-due</b> [50] 16:6 17:6,17 18:9,22 22:23,25 25:22 26:19,21,22 27:2,16 28:9,17 29:9,16 30:8 31:11 35:13, 19 40:15,22 41:22 42:1,15, 19 43:20 44:24 46:7,11,13 48:1,18 55:6,17,20 56:5,14 57:2,3,11,21 58:2,17 60:4 61:5,17,21 62:25  <b>pay</b> [5] 9:13 12:18 19:5 44:22 56:16  <b>paying</b> [5] 11:6 53:23 56:2 59:22,24  <b>payment</b> [12] 7:24 16:4 17:16 20:6,7,14,18 21:20 25:24 34:12 55:4 56:6  <b>payments</b> [1] 23:7  <b>pending</b> [1] 47:25  <b>people</b> [6] 7:11 10:21 22:2 36:16 37:15 59:23  <b>percentage</b> [1] 6:5  <b>percents</b> [1] 50:17  <b>percent's</b> [1] 35:18  <b>perhaps</b> [4] 9:14 15:14 28:8 59:6  <b>period</b> [1] 26:4  <b>permanently</b> [1] 27:18  <b>permissive</b> [4] 18:23 19:1, 2,13</p>	<p><b>permit</b> [2] 22:15,15  <b>permits</b> [1] 22:11  <b>person</b> [2] 27:17 55:24  <b>persons</b> [1] 60:22  <b>petition</b> [1] 63:25  <b>petitioner</b> [3] 45:14 63:7, 17  <b>phrase</b> [1] 52:19  <b>physical</b> [1] 62:16  <b>picture</b> [2] 9:15 12:16  <b>piecemeal</b> [2] 33:13 53:15  <b>place</b> [3] 44:4 50:1 52:19  <b>plain</b> [4] 50:7,14,15 61:18  <b>plausible</b> [2] 33:24 34:9  <b>play</b> [1] 20:17  <b>please</b> [3] 16:22 33:11 38:8  <b>pocket</b> [3] 29:7,20,22  <b>point</b> [16] 11:8 12:20 15:20 19:17,24 21:6 24:21 27:22 31:2 35:16 43:19 44:11 45:5 50:2 54:6 59:19  <b>pointing</b> [1] 46:4  <b>points</b> [2] 27:15 63:20  <b>police</b> [1] 28:23  <b>policy</b> [4] 25:12,16 37:2,3  <b>pool</b> [16] 8:4,8,13 13:11 14:15 15:3,3,5,6,9,10,11,16 16:9 50:12 56:5  <b>poor</b> [3] 21:5 23:11 56:1  <b>position</b> [8] 13:2 26:13 35:20 44:2 45:17 50:9 60:18 62:25  <b>possibility</b> [2] 7:7 27:11  <b>possible</b> [4] 10:2,7 54:16 62:8  <b>possibly</b> [1] 27:12  <b>pot</b> [6] 12:18 13:21 17:12 18:3 21:8 42:1  <b>potential</b> [2] 11:16 12:4  <b>potentially</b> [1] 42:1  <b>practical</b> [3] 13:1,5 41:13  <b>practicalities</b> [1] 17:11  <b>practically</b> [2] 12:7,8  <b>practice</b> [2] 10:24 25:3  <b>premise</b> [2] 40:6 59:4  <b>prerequisites</b> [1] 20:12</p>
--	--	--	--



## Official

<p><b>present</b> [1] 46:17</p> <p><b>presented</b> [5] 24:3 44:23 46:23,24 52:8</p> <p><b>presenting</b> [1] 46:22</p> <p><b>presuming</b> [1] 43:21</p> <p><b>pretty</b> [1] 53:16</p> <p><b>prevail</b> [1] 30:9</p> <p><b>primarily</b> [1] 64:9</p> <p><b>primary</b> [2] 33:22 62:6</p> <p><b>prior</b> [1] 17:19</p> <p><b>pro</b> [2] 48:25 49:1</p> <p><b>probability</b> [1] 57:1</p> <p><b>probably</b> [2] 38:20,25</p> <p><b>problem</b> [4] 53:18 54:15 64:3,4</p> <p><b>proceeding</b> [2] 26:7 27:10</p> <p><b>proceedings</b> [13] 26:10 27:25 28:6,10,13 32:1,3,11 48:8,9,12,13 64:15</p> <p><b>process</b> [2] 56:11 63:25</p> <p><b>prohibiting</b> [1] 24:9</p> <p><b>prohibition</b> [3] 24:6,8,11</p> <p><b>prohibitions</b> [1] 21:25</p> <p><b>prong</b> [1] 24:25</p> <p><b>protect</b> [3] 34:7 37:20 62:12</p> <p><b>protected</b> [2] 27:20,21</p> <p><b>provide</b> [2] 20:18 36:15</p> <p><b>provided</b> [1] 60:20</p> <p><b>provides</b> [1] 46:10</p> <p><b>providing</b> [1] 32:23</p> <p><b>provision</b> [7] 16:24,25 17:4,23 18:16 50:3,3</p> <p><b>provisions</b> [7] 17:14,19 19:19 20:6,7 23:24 33:17</p> <p><b>pull</b> [1] 63:8</p> <p><b>purpose</b> [3] 34:5 44:16 61:9</p> <p><b>pursuing</b> [1] 10:20</p> <p><b>put</b> [8] 36:9 42:16,17 47:23 54:18 56:9,11 60:8</p> <p><b>puts</b> [1] 8:3</p> <p><b>putting</b> [1] 54:19</p> <p><b>pyrrhic</b> [1] 45:2</p> <hr/> <p style="text-align: center;"><b>Q</b></p> <hr/> <p><b>qualms</b> [1] 32:7</p> <p><b>question</b> [8] 11:1 17:12</p>	<p>24:3 26:9 27:23 29:2 40:6 49:11</p> <p><b>questioned</b> [1] 23:17</p> <p><b>questions</b> [1] 17:10</p> <p><b>quickly</b> [1] 63:20</p> <p><b>quite</b> [2] 35:18 47:8</p> <p><b>quoted</b> [1] 62:9</p> <hr/> <p style="text-align: center;"><b>R</b></p> <hr/> <p><b>raised</b> [1] 27:22</p> <p><b>rational</b> [2] 35:21 36:6</p> <p><b>read</b> [9] 28:3 34:1 50:19,22,23 51:19,20 54:20 55:12</p> <p><b>reading</b> [12] 28:4,5,12 33:24 50:10,14,16 51:7,16 61:25 62:2,22</p> <p><b>real</b> [2] 44:9,13</p> <p><b>really</b> [10] 23:11 25:3 38:22 46:3 47:6 48:10 50:6 51:23 55:25 64:4</p> <p><b>reason</b> [4] 22:21 49:18 51:18 55:23</p> <p><b>reasonable</b> [11] 9:17 17:3 25:24 32:17,20 34:9 37:8 57:4 60:2 64:1,7</p> <p><b>reasonableness</b> [4] 24:25 28:22 36:10,11</p> <p><b>reasons</b> [2] 28:2 33:22</p> <p><b>rebuttal</b> [2] 16:13 63:16</p> <p><b>receive</b> [1] 57:4</p> <p><b>received</b> [2] 7:4 42:8</p> <p><b>receiving</b> [1] 49:19</p> <p><b>recipient</b> [1] 23:11</p> <p><b>recipients</b> [2] 6:12 44:8</p> <p><b>recognize</b> [1] 27:1</p> <p><b>recognized</b> [1] 28:21</p> <p><b>recoup</b> [1] 23:7</p> <p><b>recoupment</b> [1] 23:25</p> <p><b>recover</b> [2] 6:18 23:21</p> <p><b>recovered</b> [2] 61:6,21</p> <p><b>recovers</b> [1] 22:24</p> <p><b>recovery</b> [1] 7:11</p> <p><b>reduce</b> [1] 56:4</p> <p><b>reducing</b> [2] 55:21 56:15</p> <p><b>reduction</b> [1] 56:23</p> <p><b>references</b> [1] 34:3</p> <p><b>referencing</b> [1] 15:4</p> <p><b>referred</b> [1] 55:3</p> <p><b>referring</b> [2] 18:19 31:24</p>	<p><b>regardless</b> [1] 25:12</p> <p><b>regulate</b> [1] 34:6</p> <p><b>regulated</b> [2] 35:2,3</p> <p><b>regulations</b> [4] 15:15 50:22 51:20 52:2</p> <p><b>regulatory</b> [1] 23:23</p> <p><b>rein</b> [1] 53:19</p> <p><b>relationships</b> [1] 22:7</p> <p><b>rely</b> [1] 52:20</p> <p><b>remaining</b> [2] 7:24 16:13</p> <p><b>remand</b> [4] 16:20 26:4 47:2 64:14</p> <p><b>remands</b> [1] 28:7</p> <p><b>remember</b> [1] 43:14</p> <p><b>renders</b> [1] 61:14</p> <p><b>repaid</b> [1] 23:20</p> <p><b>report</b> [2] 55:10,15</p> <p><b>represent</b> [1] 20:3</p> <p><b>representation</b> [14] 17:3 25:19 30:19 32:13 34:12 36:17 45:19,24 46:5,13,16 47:9,10,15</p> <p><b>representations</b> [1] 17:5</p> <p><b>representative</b> [1] 20:19</p> <p><b>representatives</b> [4] 20:13,20 21:1,19</p> <p><b>represented</b> [7] 11:23 17:1,1 46:21 48:25 49:1,2</p> <p><b>representing</b> [2] 7:22 20:20</p> <p><b>reproduce</b> [1] 20:10</p> <p><b>requirements</b> [1] 20:15</p> <p><b>reserve</b> [1] 16:12</p> <p><b>resolves</b> [1] 17:8</p> <p><b>respect</b> [1] 15:11</p> <p><b>respond</b> [1] 32:6</p> <p><b>respondent</b> [1] 16:19</p> <p><b>respondents</b> [1] 63:7</p> <p><b>response</b> [1] 29:1</p> <p><b>responsibility</b> [2] 48:3 64:21</p> <p><b>responsible</b> [1] 23:12</p> <p><b>resting</b> [1] 41:2</p> <p><b>restriction</b> [1] 64:1</p> <p><b>result</b> [2] 25:21 37:25</p> <p><b>retained</b> [1] 6:10</p> <p><b>retirees</b> [1] 60:24</p> <p><b>return</b> [1] 9:7</p>	<p><b>returns</b> [1] 9:12</p> <p><b>reversal</b> [1] 16:20</p> <p><b>reverse</b> [1] 64:13</p> <p><b>review</b> [1] 36:13</p> <p><b>rich</b> [1] 21:5</p> <p><b>rightfully</b> [1] 59:21</p> <p><b>risk</b> [1] 30:1</p> <p><b>roberts</b> [9] 16:14,17 33:3,6 44:5 61:24 63:13 64:16,24</p> <p><b>rule</b> [9] 13:6 14:2,7 46:9 51:9,10 52:16 64:11,11</p> <hr/> <p style="text-align: center;"><b>S</b></p> <hr/> <p><b>same</b> [1] 62:11</p> <p><b>satisfy</b> [2] 22:12 58:24</p> <p><b>saying</b> [15] 19:11,16 32:5,7,9,10 41:25 42:14 43:20 44:17 47:12 52:14 53:6 55:24 56:12</p> <p><b>says</b> [11] 8:3,9 14:21,23 15:22,25 17:15 38:4 40:16 44:6 47:9</p> <p><b>scarcity</b> [2] 36:1,18</p> <p><b>scenario</b> [2] 37:9,11</p> <p><b>scheme</b> [2] 36:15,20</p> <p><b>se</b> [1] 49:2</p> <p><b>second</b> [3] 18:16 27:22 34:10</p> <p><b>secretary</b> [4] 17:16 18:18 52:1 61:6</p> <p><b>section</b> [6] 16:2,24 33:12 45:20 53:16 56:11</p> <p><b>sections</b> [1] 48:7</p> <p><b>security</b> [10] 6:12 12:9,13 13:3 16:1 20:21 21:3 37:18 61:19 62:14</p> <p><b>see</b> [5] 36:19 38:12 40:24 51:13 53:25</p> <p><b>seek</b> [1] 11:17</p> <p><b>seemingly</b> [1] 25:2</p> <p><b>seems</b> [6] 11:3 14:20 48:11,12 54:5,6</p> <p><b>senate</b> [1] 55:15</p> <p><b>sense</b> [9] 7:16 8:22 10:19 12:22 34:17 49:20,24 50:4 51:24</p> <p><b>sent</b> [2] 46:25 47:2</p> <p><b>separate</b> [2] 11:17 32:2</p> <p><b>series</b> [2] 17:9 33:14</p>
--	--	--	---

## Official

<p><b>serious</b> [1] 61:9  <b>services</b> [1] 58:21  <b>set</b> [13] 8:21 10:15 18:25  19:2 20:11 21:18 43:13 48:  6,9 52:2,4,14 55:17  <b>sets</b> [1] 64:1  <b>setting</b> [3] 24:10,11 64:7  <b>settle</b> [1] 44:17  <b>setup</b> [1] 56:8  <b>shall</b> [3] 17:16,25 18:18  <b>shouldn't</b> [2] 11:7 49:16  <b>showing</b> [1] 37:4  <b>shows</b> [1] 46:6  <b>side</b> [1] 44:6  <b>signed</b> [1] 31:20  <b>significant</b> [1] 40:8  <b>simply</b> [1] 14:8  <b>since</b> [1] 63:7  <b>single</b> [5] 44:18 51:9 52:16  64:9,11  <b>situation</b> [2] 53:10 63:23  <b>situations</b> [2] 57:13 63:22  <b>six</b> [2] 28:6 39:1  <b>sixth</b> [2] 51:10 64:10  <b>size</b> [2] 12:17,18  <b>small</b> [4] 7:10 26:24 53:17  58:18  <b>smaller</b> [2] 26:21 28:25  <b>social</b> [10] 6:12 12:9,13 13:  3 16:1 20:21 21:3 37:18 61:  19 62:13  <b>sole</b> [1] 61:4  <b>solicitor</b> [1] 62:5  <b>somebody</b> [1] 46:16  <b>sometimes</b> [8] 18:8 21:2,  7 22:11 23:3 28:16 32:21  44:22  <b>somewhere</b> [2] 13:18 29:  13  <b>sorry</b> [3] 30:23 54:23 61:24  <b>sort</b> [3] 39:3 48:2,4  <b>sotomayor</b> [33] 6:10 7:2,6,  9,17,20 8:9 11:1,13,20 12:3  13:12,19,23 14:5 20:25 22:  1,8,22 23:10 41:12,18,24  43:3,8,15,18 45:23 46:1 56:  24 57:7,12,17  <b>sought</b> [1] 61:11</p>	<p><b>sound</b> [1] 23:11  <b>sounds</b> [1] 53:5  <b>source</b> [1] 12:14  <b>special</b> [1] 36:9  <b>specific</b> [1] 48:7  <b>specifically</b> [2] 20:5 32:9  <b>specified</b> [1] 22:5  <b>spent</b> [2] 29:5 38:8  <b>split</b> [4] 14:12 49:21,25 50:  4  <b>squeeze</b> [1] 12:23  <b>ssi</b> [6] 55:19,21,25 56:6,21,  23  <b>stakes</b> [3] 30:7,11,11  <b>stand</b> [1] 64:12  <b>started</b> [2] 49:5 53:15  <b>stated</b> [1] 34:22  <b>statistics</b> [1] 13:17  <b>statute</b> [27] 8:2 14:16,17  15:9,19 19:10,11,14,17 33:  13,23 34:5 39:22 40:13 45:  16 46:10 48:6,9 50:2,10,16,  20 51:17,21 53:1,15 60:8  <b>statutes</b> [1] 54:18  <b>statute's</b> [1] 62:6  <b>statutory</b> [3] 17:13 52:15  62:22  <b>step</b> [1] 11:11  <b>still</b> [6] 7:1 20:20 25:9 44:  25 56:16,16  <b>stop</b> [1] 41:25  <b>straight</b> [3] 10:6 14:9,9  <b>stream</b> [1] 23:1  <b>strikes</b> [1] 27:8  <b>strong</b> [1] 25:10  <b>structure</b> [2] 31:3 35:16  <b>structures</b> [1] 36:16  <b>struggling</b> [1] 45:8  <b>subchapter</b> [1] 52:21  <b>subject</b> [2] 16:3 36:13  <b>submitted</b> [1] 64:25  <b>subsection</b> [2] 16:3 20:5  <b>subsistence</b> [1] 61:3  <b>substantial</b> [2] 26:19 29:1  <b>successful</b> [3] 35:10 46:  14,15  <b>sufficient</b> [1] 32:23  <b>sufficiently</b> [1] 26:2</p>	<p><b>suggest</b> [5] 8:6 25:4 28:14  45:21 46:8  <b>suggested</b> [4] 42:10 45:6  47:24 52:9  <b>suggesting</b> [1] 50:1  <b>suggests</b> [2] 28:11 55:7  <b>sums</b> [1] 29:15  <b>supply</b> [1] 60:21  <b>support</b> [7] 15:19 16:19  33:9 54:6 60:23 61:5 64:20  <b>supports</b> [1] 46:9  <b>supposed</b> [1] 53:11  <b>surely</b> [1] 35:17  <b>swallow</b> [1] 12:20  <b>sympathetic</b> [1] 35:20  <b>system</b> [5] 21:1 25:4 55:  16 63:5,9</p> <hr/> <p style="text-align: center;"><b>T</b></p> <hr/> <p><b>talks</b> [1] 14:19  <b>technical</b> [1] 14:24  <b>tenth</b> [2] 42:9 44:23  <b>term</b> [2] 14:24,25  <b>termination</b> [3] 57:6 58:4  63:22  <b>terms</b> [4] 40:1 47:23 49:14  58:7  <b>testing</b> [1] 21:4  <b>text</b> [7] 17:8 25:12 28:3 36:  24 50:8,15 54:14  <b>textual</b> [4] 24:20 25:10 45:  9 52:20  <b>themselves</b> [3] 13:4 49:1  60:23  <b>theoretically</b> [1] 44:12  <b>therefore</b> [2] 61:2,18  <b>there's</b> [41] 7:9 9:14,16 12:  22 16:2 17:13 18:2 19:24  20:17 21:4,4 22:9 25:19 26:  4,22 27:14 28:2,8,15 30:7  31:7 32:1,2 34:19 37:4,5,  18 38:21 41:14 42:4,6,25  45:23,23 47:13 50:1,11 51:  13,23 57:21 64:1  <b>they've</b> [7] 12:10 43:14 52:  9,11,12 59:12,14  <b>thinks</b> [1] 51:15  <b>third</b> [3] 34:20 35:7 61:8  <b>though</b> [1] 56:19</p>	<p><b>thread</b> [1] 63:8  <b>three</b> [2] 33:22 63:20  <b>threshold</b> [1] 24:11  <b>throughout</b> [1] 17:19  <b>timeline</b> [3] 47:23 49:14  64:3  <b>title</b> [4] 21:3 23:4,4 52:21  <b>titled</b> [1] 16:2  <b>together</b> [3] 50:10 63:5 64:  12  <b>took</b> [2] 28:5 39:11  <b>tort</b> [1] 29:24  <b>total</b> [1] 19:7  <b>touch</b> [1] 18:14  <b>tough</b> [1] 39:22  <b>toward</b> [1] 34:5  <b>treat</b> [2] 48:11,12  <b>tribunal</b> [4] 51:9 52:16 64:  9,11  <b>tried</b> [2] 47:23 49:13  <b>troubled</b> [1] 11:20  <b>troublesome</b> [2] 27:9 45:  8  <b>true</b> [5] 11:13 25:8 29:23  30:13 41:21  <b>try</b> [1] 21:14  <b>trying</b> [5] 10:4,5 12:23 30:  15 55:11  <b>turned</b> [1] 37:16  <b>turnip</b> [1] 12:23  <b>turns</b> [1] 58:15  <b>two</b> [24] 17:13 18:2,5 19:23  26:12 27:14 30:14 32:11  39:12 42:21 45:15,16,19  46:19,25 48:11,13 50:7,8,  17,17 51:4 57:20 58:1  <b>typical</b> [2] 31:9 44:1  <b>typically</b> [1] 12:21</p> <hr/> <p style="text-align: center;"><b>U</b></p> <hr/> <p><b>ultimately</b> [1] 19:9  <b>unavailable</b> [1] 14:8  <b>uncertainty</b> [1] 30:8  <b>unclear</b> [1] 14:19  <b>uncommon</b> [1] 23:1  <b>under</b> [19] 11:5 12:10,10  14:6,6,7,11 15:3 21:20 22:  5,13 24:13,17,17,18,24 27:  21 63:25 64:7</p>
---	--	---	--

## Official

<p><b>understand</b> <sup>[11]</sup> 6:3 13:9 19:9 22:17 25:14,14 30:5 32:4 35:17 44:11 55:11</p> <p><b>understanding</b> <sup>[2]</sup> 10:22 13:16</p> <p><b>understood</b> <sup>[4]</sup> 7:2 18:7 19:20 27:17</p> <p><b>unfortunate</b> <sup>[1]</sup> 52:25</p> <p><b>unfortunately</b> <sup>[1]</sup> 20:10</p> <p><b>unheard</b> <sup>[1]</sup> 29:25</p> <p><b>unless</b> <sup>[2]</sup> 10:16 46:15</p> <p><b>unravel</b> <sup>[1]</sup> 63:9</p> <p><b>unreasonable</b> <sup>[1]</sup> 10:10</p> <p><b>until</b> <sup>[1]</sup> 33:19</p> <p><b>untouched</b> <sup>[2]</sup> 27:19 35:20</p> <p><b>unusual</b> <sup>[2]</sup> 29:21 30:3</p> <p><b>up</b> <sup>[29]</sup> 6:17 9:22 10:11 28:7 33:19 36:8 38:1,24 39:6,8 41:7 42:2 43:13 45:18 46:6,11,11,12 48:7,9,18,21 49:4,7 50:18 52:2,4 55:17,24</p> <p><b>up-to-date</b> <sup>[1]</sup> 13:17</p> <p><b>urge</b> <sup>[1]</sup> 63:10</p> <p><b>urged</b> <sup>[1]</sup> 63:8</p> <p><b>useful</b> <sup>[1]</sup> 59:6</p> <p><b>using</b> <sup>[1]</sup> 38:12</p> <p><b>usual</b> <sup>[2]</sup> 26:10,14</p> <hr/> <p style="text-align: center;"><b>V</b></p> <hr/> <p><b>versus</b> <sup>[2]</sup> 28:25 62:10</p> <p><b>victory</b> <sup>[1]</sup> 45:3</p> <p><b>view</b> <sup>[5]</sup> 16:7 27:24 44:12 51:6,8</p> <p><b>vulnerable</b> <sup>[1]</sup> 62:12</p> <hr/> <p style="text-align: center;"><b>W</b></p> <hr/> <p><b>waiting</b> <sup>[1]</sup> 26:4</p> <p><b>wanted</b> <sup>[4]</sup> 6:12 27:13 37:15 54:7</p> <p><b>wants</b> <sup>[1]</sup> 42:2</p> <p><b>waste</b> <sup>[1]</sup> 10:19</p> <p><b>wasting</b> <sup>[1]</sup> 12:22</p> <p><b>way</b> <sup>[18]</sup> 11:12 21:22 28:8 36:21,21,22 38:18,22 42:14 48:9,16 51:21 54:18,19,20 55:16 56:8,12</p> <p><b>ways</b> <sup>[1]</sup> 42:12</p> <p><b>weil</b> <sup>[62]</sup> 33:6,7,10 36:4,19,</p>	<p>25 37:3,10,13 38:10,17,20 39:8,16,20,25 40:10,19,22 41:5,10,17,20 42:4 43:7,12,17,25 44:14 45:4,10,13,25 46:3 47:11,17 48:15 50:6 52:25 53:3,8,13 54:10,12,16,24 55:9 56:24 57:5,10,16,23 58:23 59:7,10,13,15,18 60:3 62:2 64:18,23</p> <p><b>welfare</b> <sup>[1]</sup> 10:16</p> <p><b>whatever</b> <sup>[2]</sup> 51:14 61:9</p> <p><b>whichever</b> <sup>[1]</sup> 51:11</p> <p><b>whole</b> <sup>[4]</sup> 11:2 33:25 58:6 59:2</p> <p><b>who's</b> <sup>[1]</sup> 44:10</p> <p><b>will</b> <sup>[18]</sup> 8:19 13:7,9,9,11,20 23:6 29:3 30:16 32:8 38:3 39:12,13 42:5,7,9 44:22 61:22</p> <p><b>willing</b> <sup>[1]</sup> 13:7</p> <p><b>win</b> <sup>[11]</sup> 9:15 25:11 36:24 38:23 47:1 48:17,22 50:25 51:6,11,14</p> <p><b>windfall</b> <sup>[1]</sup> 28:23</p> <p><b>withheld</b> <sup>[6]</sup> 6:19 35:12 42:22 44:3,19 50:13</p> <p><b>withhold</b> <sup>[6]</sup> 19:21 22:21 23:13 43:5,10,22</p> <p><b>withholding</b> <sup>[12]</sup> 7:1 22:14 34:8,19 42:5,12,25 45:1 51:23 54:2 55:1 56:17</p> <p><b>within</b> <sup>[1]</sup> 34:3</p> <p><b>without</b> <sup>[5]</sup> 12:3 56:15,21 58:1,2</p> <p><b>won</b> <sup>[3]</sup> 26:14,15 46:19</p> <p><b>wonder</b> <sup>[1]</sup> 11:22</p> <p><b>wood</b> <sup>[1]</sup> 12:1</p> <p><b>words</b> <sup>[4]</sup> 40:25 45:15,16,19</p> <p><b>work</b> <sup>[11]</sup> 8:11,14 10:23 12:11 13:10 17:7,21 18:20 37:23 51:13,22</p> <p><b>worked</b> <sup>[1]</sup> 38:5</p> <p><b>working</b> <sup>[1]</sup> 63:6</p> <p><b>works</b> <sup>[4]</sup> 10:23 38:22 48:16 50:21</p> <p><b>world</b> <sup>[2]</sup> 10:23 44:13</p> <p><b>worried</b> <sup>[1]</sup> 40:25</p>	<p><b>worry</b> <sup>[5]</sup> 24:22 25:1 32:8 37:8,10</p> <p><b>written</b> <sup>[1]</sup> 53:1</p> <p><b>wrongfully</b> <sup>[6]</sup> 35:11 42:22 43:9 44:3 58:14,15</p> <p><b>wrote</b> <sup>[1]</sup> 60:17</p> <hr/> <p style="text-align: center;"><b>Y</b></p> <hr/> <p><b>yang</b> <sup>[36]</sup> 15:14 16:17,18,21 18:13 19:7,12,18 21:12,17,22 22:3,18,23 23:16 25:7,11,15 26:18 27:5,14 29:3,8,11,18,23 30:4,13 31:5,9,15 32:5,15 33:5 45:5 55:3</p> <p><b>year</b> <sup>[2]</sup> 33:19 39:1</p> <p><b>years</b> <sup>[6]</sup> 33:15 39:12,15 58:17 60:19 62:20</p>
--	--	--