



WCLA Files Supreme Court

Amicus Brief

The purpose of the WCLA goes beyond providing our members with easy and affordable access to CLE or hosting social events. As the bylaws of the organization state, one purpose for the WCLA is to “aid, assist and cooperate with judicial tribunals and administrative bodies in matters relating to the administration of Workers’ Compensation laws.” The Board of Directors was approached and asked to write Amicus briefs in two cases before the Illinois Supreme Court. After careful consideration and thoughtful discussion, we agreed to do so.

The first case, *McDonald v. Symphony Bronzeville Park, L.L.C.*, (case number 26511) involved the intersection of the exclusive remedy provisions of the Workers’ Compensation Act and the Biometric Information Privacy Act (BIPA). BIPA regulates how an individual’s private and personal biometric information (i.e., fingerprints, facial images, etc.) are collected, stored, used and destroyed by collecting entities. McDonald alleged a violation of BIPA when her employer used fingerprints to sign in and out for her shift. Symphony Bronzeville sought dismissal of the claim, asserting McDonald’s exclusive remedy was through the Workers’ Compensation Act for any damages she sustained from a BIPA violation. If you have not checked it out, we recommend you read both the BIPA statute and the Appellate Court’s decision in McDonald. It provides an interesting read into how, if the exclusive remedy provision is applied, our system could become bogged down with claims arising under BIPA and would be extending jurisdiction over such claims to the Commission when the statute does not give the Commission such jurisdiction.

The second case was *Armstead v. National Freight, Inc.* (case number 126730). The *Armstead Case* presents an interesting question of whether language in a workers’ compensation settlement agreement can limit the Petitioner’s recovery in a third-party civil claim. This is an important case for everyone, Respondent’s included, as the limitations placed on the Petitioner’s right to recover damages will also limit a Respondent’s right to recover its lien under Section 5(b). The Board felt it was important to provide the Supreme Court with the perspective of the workers’ compensation bar out of concern for how we use a great deal of limiting language in settlement terms for the purposes of limiting liability for group liens or even Medicare. We encourage all to read the decision and follow the legislation.

We will continue to keep all informed as the two cases proceed before the Supreme Court. When the Supreme Court issues its decision, we will provide email updates and include the cases in the monthly CLE discussions.

Summer 2021

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JUDGING YOUR WRITING

REVISING: AN EXQUISITE PLEASURE OF WRITING

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A CHECKLIST TO KEEP ON HAND AS YOU REVISE YOUR DOCUMENTS.

Several stages go into preparing a document. Although opinions vary as to their number and description, I believe legal writing consists of four stages: 1) thinking and researching; 2) outlining and drafting; 3) revising; and 4) proofreading.



Regardless of the quality of the work before the revising stage, the intensity of your revision determines a document's readability, accessibility, integrity, understandability, and overall impact.

Some writing authorities distinguish between revising and editing. They view revising as improving the overall writing style and structure of the entire document. Editing, they contend, involves easy fixes of the text, like deleting a sentence or a word or cutting or moving a paragraph. In other words, broad changes versus narrow changes. Whether one or two tasks, I do them in tandem and then finish with proofreading.

After thinking and researching, then outlining and drafting, I agree with Bernard Malamud, one of my favorite novelists, who once said, "Revision is one of the exquisite pleasures of writing." And I usually spend almost triple the amount of time revising as I spent on the stages that came before.

Improving your skills at revising should enhance your final product. In this column, I offer a checklist for self-revising. The list is not comprehensive, but rather a guide to help you through the revising

stage. Also, it omits functions I deem proofreading, which I will discuss in a future column. (See also "Better Self-Editing Through Technology" in the May 2021 IBJ.)

Like a grinding machine, revising smooths, polishes, sharpens, and reshapes your working draft. Please take note of tasks typically not part of your routine and keep them in mind when you get to the revision phase.

Overview

- Check that you have set out each point with clarity, faithfulness, and logic. (E. B. White of Strunk and White's "Elements of Style" had this to say about clarity: "The main thing I try to do is write as clearly as I can. I rewrite a good deal to make it clear.") Where are the weak spots? Where can the document be made stronger?
- Check that the document conforms to the judge's standing order and court rules.
- Check that no essential points have been omitted; discard wayward and tangential ones.
- Check the introduction to ensure it correctly matches the overall document.
- Check that the document serves its intended purpose.
- Check that the conclusion requests the relief you seek.
- Check anything of which you are unsure. Better safe than unsound.

Words

- Check that every word has a reason for being there, represents the best choice for the sentence,

Continued on page Page3

and will be known to the reader. (The late Justice Ruth Bader Ginsburg once said she learned in college that the right word and the right word order “could make an enormous difference in conveying an image or an idea.”)

- Check for cliches. Erase and replace them with something original.
- Check for jargon; erase and replace.
- Check adverbs and adjectives. Question whether they add clarity or value. If not, remove them.

Sentences

- Check for variation in the length of sentences. Shorten long sentences. The greater the number of words, the greater the possibility of misunderstanding.
- Check sentences in the passive voice and consider whether the active voice would make them clearer, livelier, and more effective.
- Check for sentence fragments and run-ons.

Paragraphs

- Check whether each paragraph says what you mean and communicates your meaning to the primary audience. Will the reader quickly understand what you have written? Is there a better way to say it?
- Check for variation in the length of paragraphs. Avoid bulky paragraphs. As a paragraph expands, the reader’s interest contracts. And remember, quantity carries no weight. Quality does.
- Check that the first sentence in each paragraph introduces the paragraph’s focus or serves as a transition from the preceding paragraph.
- Check that sentences flow naturally from the sentence before it and effortly with the sentence that follows.

Composition

- Check the order of sections.
- Check the order of paragraphs within sec-

tions for continuity and logic.

- Check your signposts (headings and subheadings). They should be focused, persuasive, and make sense individually and as a whole.
- Check for insignificant and irrelevant details and hyperbole (exaggeration, puffery, distortion). Remove them.
- Check that you supported generalities with appropriate evidence, examples, or both. Be specific, not vague (unless you purposely want to be vague).
- Check whether footnotes add anything of value. Incorporate any that do into the text; eliminate those that do not. (If you regularly read *Judging Your Writing*, then you know I object to the use of footnotes in legal documents.)
- Check that the tone is appropriate for the audience.
- Check for sarcasm, ridicule, vitriol, insults, and attempted humor as well as derogatory, inflammatory, demeaning, and offensive words. Eliminate them altogether. Civility counts; lack of civility boomerangs.
- Check for consistent use of nonsexist language. (It’s fine to use the “singular ‘they.’”)

Facts

- Check facts for accuracy and accurate presentation. Getting material facts wrong can undermine your credibility and your case.
- Check that you marshaled the facts and circumstances accurately and unambiguously.

Citations

- Check citations for inaccurate or missing information and their reference to the current state of the law.

One last matter: Before moving on to proofreading, you need to know when to say fini. The best advice I can give you is to trust your gut. Mine just said fini.

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DICTION: HOW TO CHOOSE THE RIGHT WORD (AND WHY)

BY HON. ROBERT E. BACHARACH

Legal Writing: A Judge's Perspective on the Science and Rhetoric of the Written Word (ABA 2020) is a unique book on legal writing. It draws on lessons from the field of psycholinguistics, which involves the study of how the human brain processes and stores language. For over a century, psycholinguists have studied how quickly or slowly we read particular types of passages, how the human brain filters written language, and how the brain stores certain information for recall. But the book is not an academic foray into science. The book uses these scientific principles to show how attorneys, judges, and law students can improve the clarity and memorability of their legal writing. The book illustrates these lessons with examples from accomplished advocates, judges, and orators, such as FDR, Churchill, and Martin Luther King Jr.

In this excerpt, Judge Bacharach addresses diction. Mark Twain once quipped: "The difference between the almost right word and the right word is really a large matter—'tis the difference between the lightning-bug and the lightning."¹ Given Twain's admonition on the important task of selecting the right words, Judge Bacharach provides guidance in this excerpt from *Legal Writing*.

Using Simple Language

Longer words are generally harder to remember than shorter ones.² So to facilitate understanding, use simple, easily understood language. Stephen King, the famed novelist, cautioned against the needless use of big words:

One of the really bad things you can do to your writing is to dress up the vocabulary, looking for long words because you're maybe a little bit ashamed of your short ones. This is like dressing up a household pet in evening clothes. The pet is embarrassed and the person who committed this act of premeditated cuteness should be even more embarrassed.³

For example, many writers unnecessarily use words in the first column when an easily understood synonym in the second column would fit equally well:

Avoid	Prefer
Accede to	Allow
Accentuate	Stress

Acquiesce	Agree
Approximately	About
Actuality	Reality
Beneficial	Helpful
Component	Part
Conceal	Hide
Conjunction	Together
Consume	Eat or Drink
Demonstrate	Show
Disburse	Pay
Erroneous	Wrong
Evince	Prove
Exclusively	Only
Furnish	Give
Pursuant to	Under
Reimburse	Repay

Needless use of big words leads to frustration and negative perception of the text and the author.⁴

Elegant Variation

Many traditionalists vary their language to avoid repetition. For example, if traditionalists use the word "factor" in one sentence, they would use a synonym (like "consideration") in the next sentence.

But what happens when you read a statute? If the legislature used two synonyms, wouldn't you suspect some subtle difference in what the legislature is saying?⁵ Many readers encounter the same quandary when reading briefs or opinions that use different terms for the same thing. To avoid that quandary, use the same word when referring to the same thing. Doing otherwise has been cast pejoratively as "elegant variation."⁶

Avoiding Redundancies

When talking, we often use word combinations that are redundant. For example, we might tell someone that "it's just my personal opinion." If we omit the word "personal," nothing would be lost. If we express an opinion, of course it's our personal opinion, so the word "personal" is redundant. You should ordinarily avoid redundancies to create leaner, stronger sentences.



TIP: Improve the clarity and memorability of your legal writing by using simple language, avoiding redundancies and legalese, and ensuring proper word usage.

Common redundancies are:

- (a period of) 12 weeks
- (and) thus
- (any and) all
- (close) scrutiny
- (covenant and) agree
- due (and payable)
- each (and every)
- (null and) void
- part (and parcel)
- (future) plans
- off (of)
- merge (together)
- never (before)
- (past) experience
- (actual) fact
- (place of) abode
- emergency (situation)
- (final and) conclusive
- advance (forward)
- (at the time) when
- (end) result
- (general) public
- return (back)
- the reason (why)
- assemble (together)
- (completely) surround
- depreciate/appreciate (in value)

Replacing a Phrase with a Word

To excise unnecessary words, you can sometimes replace a phrase with a word:

- the reason for = why
- as of the time that = when
- as to = about, on, or with
- despite the fact = though
- make an appearance = appear
- in the event that = if
- on a daily basis = daily
- at such time as = when
- be abusive of = abuse
- be in attendance = attend
- effectuate service = serve
- initiate a lawsuit against = sue
- put on a performance = perform
- the question as to whether = whether
- in a belligerent manner = belligerently
- prior to = before
- it is possible that = may

Avoiding Legalese and Latin

Centuries of legal development generated terms sounding legal but lacking any real meaning. We call these terms “legalese.” If legal writing is intended to communicate or persuade, legalese serves only to impede communication or persuasion.⁷ Common examples are:

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- above captioned
- aforementioned
- aforesaid
- comes now
- forthwith
- hereafter
- hereby
- herein
- hereinafter
- hereof
- hereto
- hereunder
- hitherto
- inasmuch as
- in reference to
- thereby
- therein
- thereto
- to wit
- whereas
- whereby
- wherein
- whereof

Like legalese, Latin terms generally impede communication. Legal briefs are intended to persuade; judicial opinions are intended to explain. Rarely is legal writing designed to impress. So why use Latin when a simple English word is more readily understood? As a result, you should almost always avoid these Latin terms, using the substitute marked in parentheses:

- arguendo (for the sake of argument)
- infra (below)
- inter alia (among other things)
- sub judice (under judicial consideration)
- supra (above)
- vel non (the existence of an issue for determination)
- viz (namely)

Clichés and Vogue Words and Phrases

Some phrases are repeated so often that they lose whatever meaning they once had. Some examples:

- bottom line
- brave as a lion
- diamond in the rough
- honing a skill
- in the nick of time
- misses the mark
- old hat
- time will tell

Avoid these overworn phrases.

Also avoid words and phrases reflecting current fads rather than time-tested definitions. Sometimes these are pejoratively called “vogue words and phrases.” Examples are:

- interface
- cost-effective
- downside
- downsize
- dynamic
- proactive

Referring to Parties and Other Entities

Acronyms. Acronyms are commonplace and some are universally recognized. For example, we can assume that readers know what we mean by FBI, IRS, or US. But FEHB? Not so much.

Perhaps to avoid the tedium of retyping long names, attorneys and judges often use the first letter of each word in

a given name, “defining” that word in a glossary or in a parenthetical accompanying the first use of the name. This practice forces the reader to skip back and forth from the “definition” to wherever the reader is in the document. Don’t make readers go backward in a document. When they go backward, you have unnecessarily hindered the progression of your argument. So avoid unfamiliar acronyms.⁸

Does this mean that you always need to repeat long names? Not at all. If you are referring to the Defense Base Closure and Realignment Commission and there are no other commissions discussed in your document, use the full name the first time and then call it the Commission. No one will be confused.

Parties’ names rather than their litigation

status. Many attorneys refer to parties by their role in the litigation: “plaintiff,” “defendant,” “petitioner,” “respondent,” “appellant,” or “appellee.” Sometimes this practice is useful. For example, if there are many parties joined as appellants, referring to all of them by name may tire both you and the reader. But wherever feasible, refer to parties by their names rather than their litigation roles. Names are easier for the reader to remember and less likely to create confusion.⁹ Some advocates use names for their clients but not for their adversaries, hoping to avoid personalizing them in the judge’s eyes. Resist this practice. The judge wants only to remember who the parties are. Helping the judge remember the parties does not personalize them, but it does help the judge understand what you are trying to communicate. Isn’t that what you want?

Usage

Effective communication requires close attention to the proper use of words. Some words are often misused, distracting the reader for at least a moment.

A or an. Use “a” before a word beginning with a consonant sound (including “y” and “w” sounds); use “an” before a word beginning with a vowel sound. For example, you would write “a European” because it starts with a “y” sound. But you would write “an MSW degree” because “MSW” starts with an “em” sound.

Ability or capacity. “Ability” is qualitative; “capacity” is quantitative. The fellow standing at the elevator has great intellectual *ability*, but the elevator has the *capacity* to hold only seven people.

Accrue. This is always an intransitive verb (meaning that the verb does not require an object to complete its meaning). The definition of “accrue” is to accumulate or to come to someone as a benefit. With this definition, the verb does not take an object. So you could say: “Wealth and power will accrue to the middle class.” But you could not say: “The middle class will accrue wealth and power.” In this sentence, “wealth and power” would serve as the object of the verb “accrue.” This sentence is incorrect because “accrue” never takes an object.

Adequate or sufficient. “Adequate” is qualitative; “sufficient” is quantitative. You should thus use “adequate” when referring to an item’s quality; use “sufficient” when referring to something’s quantity or size.

Affect and effect. To *affect* means to influence; to *effect* means to bring something about. You may *affect* (influence) the course of history or *effect* (bring about) a revolution. But you could not *effect* the course of history.

Afterward or afterwards. Both spellings are correct, but the preferred spelling in the United States is without the “s.” (In the United Kingdom, the “s” is usually included.)

Effective communication requires close attention to the proper use of words.

Allege or contend. Use “allege” when saying something before it has been proven. Use “contend” when stating a position.

Alot or a lot. “Alot” is not a word. It should be two words: “a lot.”

Among or between. Use “between” when referring to a specific relationship involving two things. Use “among” when referring to a looser relationship within a group. For example, say: “He stood *between* home plate and the pitching mound.” And use “among” in this sentence: “*Among* the seven of us, we saw four different movies.”

Anticipate or expect. To *anticipate* something is to prepare for the possibility that it might occur. To *expect* something is to think that it will take place.

Apt or likely. “Apt” is used for things in general. For example, you could say “Summers are *apt* to be hot.” Use “likely” when referring to specific things. An example: “The mailman is *likely* to come today.”

As or because. Use “as” to compare, such as “The subsidiary filled orders *as* quickly as the parent company had asked.” “Because” signals causation: “The subsidiary filled the orders *because* the parent company had asked.”

As such. This is a prenominal phrase, meaning it is a word or part of speech preceding a noun. The word “such” requires an antecedent. So do not use “as such” as a synonym for “therefore.”

Assure, ensure, or insure. If you *assure* someone, you promise something or make a statement with confidence. If you *ensure* something, you express certainty about it. If you *insure* something, you obtain coverage from an insurance company.

Attain or obtain. To *attain* something means to achieve it. To *obtain* means to acquire something.

Beside or besides. “Beside” means “next to.” “Besides” means “except” or “also.” For example, you could say: “The borrower would not take anything *besides* money for his trouble.”

Blatant or flagrant. To be *blatant* is to be conspicuous. An act is *flagrant* if it is conspicuous and performed with arrogant disdain.

Compare (to/with). If you compare something *to* another, you are referring to their similarities. Comparing something *with* another is to identify differences.

Center around. The center is a discrete point, so never say that something centers *around* a thing. But something can center *on* a thing. If something goes around something, say that it revolves around (not centers around) the thing.

Comprise. The word “comprise” means “include” or “contain.” As a result, nothing can be *comprised* of something. To determine whether you are using “comprise” properly, mentally substitute the word “include” or “contain.” For example, consider this sentence, which properly uses the word “comprises”: “The Wiretap Act’s definition of ‘interception’ *comprises* packet-switch technology as well as circuit-switch technology.”¹⁰ We know that this usage is proper because we can mentally substitute “includes” or “contains” for the word “comprises.” It would have been incorrect to say instead: “The Wiretap Act’s definition of ‘interception’ is *comprised of* packet-switch technology as well as circuit-switch technology.”

Consider (as). If followed by a noun, say “consider” rather than “consider as.” For example, the “as” is incorrect in this sentence: “The willingness to take a lie-detector test is considered *as* strong evidence of innocence.” But you can use “as” when it is followed by a participial phrase, such as “The horse’s gallop would be considered *as* trotting in most other mares.”

Continual or continuous. Something is *continual* if it recurs often; something is *continuous* if it never stops.

Different. When you are comparing like things, say “different *from*,” not “different *than*.” For instance: “California is different *from* Montana.” When comparing things that are not alike, use “than”: “California lawyers are different *than* they used to be.”

Dual or duel. “Dual” is an adjective meaning “two.” “Duel” refers to two-way combat.

Due to. “Due to” means “attributable to” and is used solely to modify a noun. It is correct to say: “*Due to* complications occurring while the surgery was underway, Levin developed corneal edema”¹¹

Farther or further. Use “farther” when referring to actual distance. An example: “It is *farther* to Dallas than to San Antonio.” Use “further” when discussing something figuratively, like “The court declined to *further* extend the doctrine.”

Feel badly. This phrase is incorrect. Say “feel bad” instead.

Findings or conclusions. A *finding* refers to a determination of fact; a *conclusion* refers to a determination of law.

Fewer or less. Use “fewer” when referring to countable items; use “less” when referring to volume or an amount.

Finalize. Using this as a synonym for “finish” is jargon.

Forgo or forego. To *forgo* something is to waive it. To *forego* something is to go before it. For example, you could say: “In light of the *foregoing*, we should prevail.” Or you could say: “She decided to *forgo* an objection.”

Historic or historical. Something is *historic* if it transformed history; “historical” refers to something “of history,” such as a historical society.

Home or hone. When nearing a location, you *home in* on it, not *hone in*. To *hone* something is to sharpen it.

Imply or infer. To *imply* something is to implicitly express something; a reader might *infer* something by drawing a conclusion from the statement.

Irrespective or irregardless. “Irregardless” is not a word and contains a double negative (the prefix “ir-” and the suffix “-less”). The correct term is “irrespective.”

Lay or lie. “Lay” means to put something somewhere. “Lie” means to recline. “Lay” requires an object, as in “now I lay me down to sleep.”

Like or as. Use “like” to precede a noun that is not followed by a verb: “She runs *like* the wind” (noun, no verb). Use “as” to precede a noun that is followed by a verb, such as “She operates her business *as* a veteran (noun) would operate (verb) it.”

Loathe or loath. If you detest something, you *loathe* it. If you are reluctant to do something, you are *loath* to do it.

Phase. Use “phase” when referring to a stage in transitioning or developing. Don’t use “phase” as a synonym for “topic.”

Principal or principle. “Principle” is a noun referring to a rule. A *principal* is a person represented by another, a head official, or a capital sum. The word “principal” can also serve as an adjective meaning “main.”

Reticent or reluctant. The word “reticent” means “reluctant to speak.” The word “reluctant” is broader, meaning “unwilling to act.”

That or which. Use “that” for a restrictive phrase and “which” for a nonrestrictive phrase. A restrictive phrase limits the meaning of a noun; a nonrestrictive clause does not. Say “He brought a knife, *which* was identified as contraband.” Or you can say: “He brought a knife *that* his cellmate had furnished.”

Toward or towards. Both spellings are correct, but the preferred spelling in the United States is without the “s.”

Torturous or tortuous. Something is *torturous* if it causes torture; something is *tortuous* if it entails twists and turns.

Verbal or oral. Something is *verbal* if it consists of words; something is *oral* if it is said aloud.

Where. The word “where” refers to location and should not be used in place of “when,” “if,” or “that.”

Who or that. When referring to a person, use “who.” Reserve “that” for inanimate objects.

Who or whom. The word “who” is correct when used as a subject; use the word “whom” as an object. An example: “*Who* is knocking at the door?” The word “who” is correct because it is the subject performing the action of the sentence.

Another example: “I take the pencil to the teacher, for *whom* I have the greatest respect.” The word “whom” is correct because it is the object of the preposition “for.” ◀

Notes

1. Letter from Mark Twain to George Bainton (Oct. 15, 1888), in GEORGE BAINTON, *THE ART OF AUTHORSHIP: LITERARY REMINISCENCES, METHODS OF WORK, AND ADVICE TO YOUNG BEGINNERS* 87–88 (1890).

2. YELLOWLEES DOUGLAS, *THE READER’S BRAIN: HOW NEUROSCIENCE CAN MAKE YOU A BETTER WRITER* 140 (2015).

3. STEPHEN KING, *ON WRITING: A MEMOIR OF THE CRAFT* 117 (2010).

4. See Lawrence M. Solan, *Four Reasons to Teach Psychology to Legal Writing Students*, 22 J.L. & POL’Y 7, 15–19 (2014) (discussing studies showing that a reduction in “processing fluency” leads to negative reaction to the text and the author).

5. See, e.g., *United States v. Maria*, 186 F.3d 65, 71 (2d Cir. 1999) (“As a general matter, the use of different words within the same statutory context strongly suggests that different meanings were intended.”).

6. RICHARD C. WYDICK, *PLAIN ENGLISH FOR LAWYERS* 69–70 (5th ed. 2005); ANNE ENQUIST & LAUREL CURRIE OATES, *JUST WRITING: GRAMMAR, PUNCTUATION, AND STYLE FOR THE LEGAL WRITER* 102 (3d ed. 2009).

7. See Robert W. Benson & Joan B. Kessler, *Legalese v. Plain English: An Empirical Study of Persuasion and Credibility in Appellate*

Brief Writing, 20 LOY. L.A. L. REV. 301, 301 (1987) (conducting an empirical study and concluding that appellate judges and their research attorneys had “rated the passages in legalese to be substantively weaker and less persuasive than the plain English versions”); accord Sean Flammer, *An Empirical Analysis of Writing Style, Persuasion, and the Use of Plain Language*, 16 J. LEGAL WRITING INST. 183, 198–204 (2010).

8. See BRYAN A. GARNER, *GARNER’S MODERN AMERICAN USAGE* 3 (2003) (“Abbreviations are often conveniences for writers but inconveniences for readers.”); see also U.S. COURT OF APPEALS FOR THE D.C. CIRCUIT, *HANDBOOK OF PRACTICE AND INTERNAL PROCEDURES* 43 (as amended through Dec. 1, 2018) (“[P]arties are strongly urged to limit the use of acronyms.”).

9. See David M. Howcroft & Vera Demberg, *Psycholinguistic Models of Sentence Processing Improve Sentence Readability Ranking*, in 1 ASS’N FOR COMPUTATIONAL LINGUISTICS, *PROCEEDINGS OF THE 15TH CONFERENCE OF THE EUROPEAN CHAPTER OF THE ASSOCIATION FOR COMPUTATIONAL LINGUISTICS* 958, 961 (Apr. 3–7, 2017) (stating that in a 1972 study by Keenan and Kintsch, “propositions involving a proper name were generally recalled better than similar propositions involving, e.g., a common noun”).

10. *United States v. Szymuszkiewicz*, 622 F.3d 701, 705 (7th Cir. 2010) (Easterbrook, C.J.) (emphasis added).

11. *Levin v. United States*, 568 U.S. 503, 510 (2013) (Ginsburg, J.) (emphasis added).



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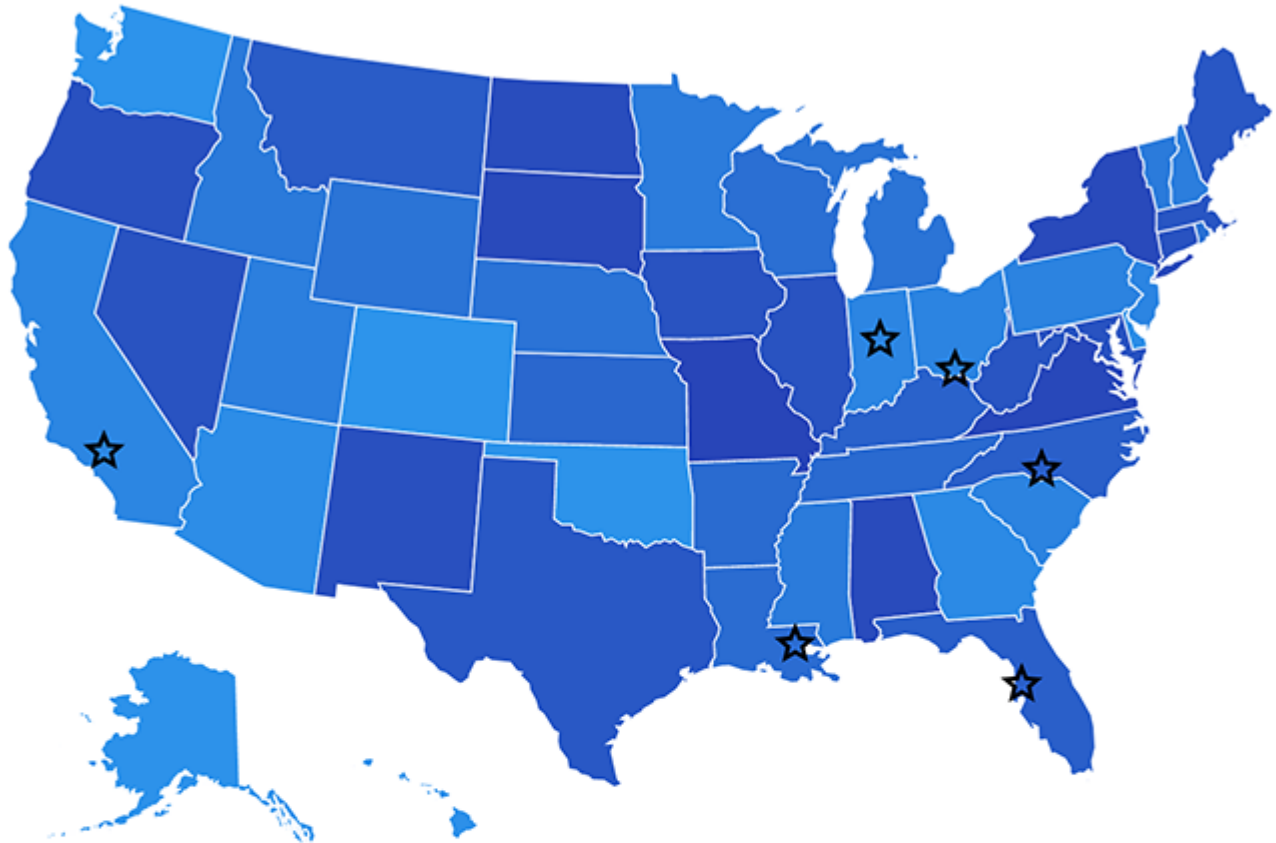
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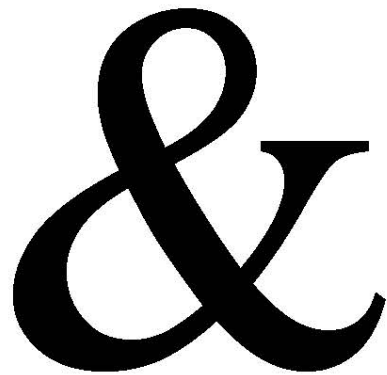


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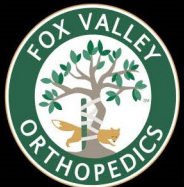
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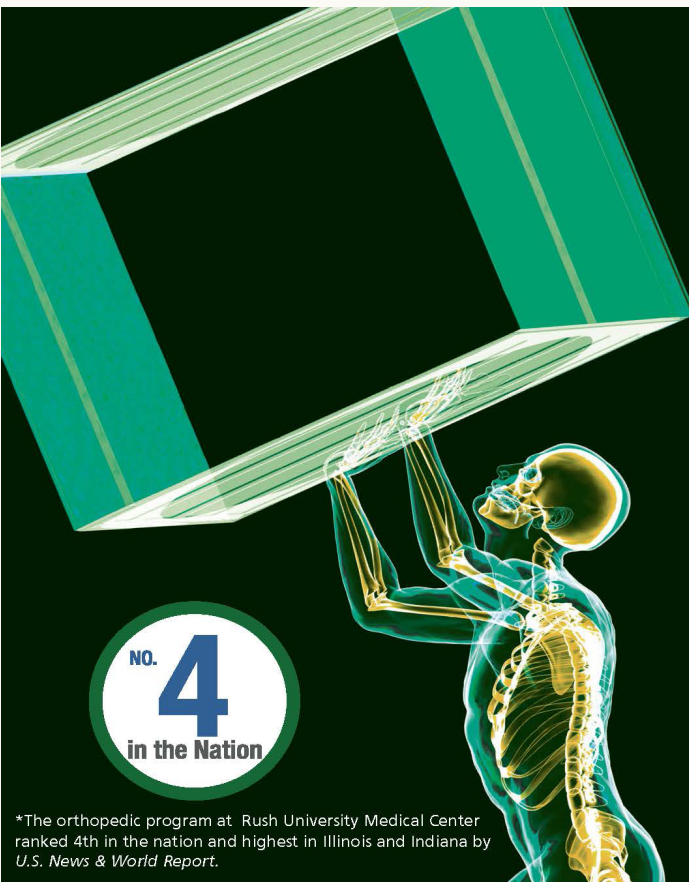


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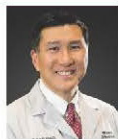
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